

Facts

Tom Hurley (Hurley) was a City fire fighter who began receiving disability benefits from the Fire and Police Disability and Retirement Fund (Fund) in 1993 or 1994. In June 2006, the City implemented a return-to-work program for certain Fund members who were receiving disability benefits. The City advised Hurley that he was a potential participant in the return-to-work program and directed Hurley to report for training. The City told Hurley that failure to attend the training would result in suspension or termination of his Fund benefits. Hurley never reported for training. The City then directed Hurley to report for work as a Low Hazard Inspector on April 5, 2007. Hurley did not report for work. In April 2007, the Fund terminated Hurley's disability benefits because of his failure to attend the mandatory training. In October 2007, the City terminated Hurley's employment on the grounds that Hurley's unauthorized absence from work since April 5, 2007, constituted job abandonment.

The Association grieved Hurley's discharge, and the grievance proceeded to arbitration. The arbitrator concluded that the City did not have just cause to discharge Hurley, and ordered the City to reinstate Hurley to whatever rights he would have had as an employee before his discharge. In addition, the arbitrator ordered the City to pay Hurley the compensation he would have received from the Fund had the Fund not terminated his benefits. The arbitrator ordered the City to make these payments retroactive to April 5, 2007, and continue the payments until the Fund reinstated Hurley as a member and resumed paying his disability benefits.

The City did not dispute the arbitrator's determination that it had no just cause to discharge Hurley, nor the order requiring the City to reverse the discharge and restore whatever rights Hurley had as an employee before the discharge. The City refused, however, to comply with the arbitrator's order to pay Hurley the compensation he would have received from the Fund had the Fund not terminated his benefits. The Association filed an unfair labor practice, alleging that the City's refusal to comply with the arbitrator's award violated ORS 243.672(1)(g). We agreed with the Association, and in our November 15, 2011 Order, directed the City to comply with the award.

I now consider the issues the City raises in its Petition for Reconsideration.

Is the Award Unenforceable Because the Arbitrator Exceeded His Authority?

The City contends that the Fund's decision to end Hurley's benefits because he failed to report for training was an action separate and distinct from the City's decision to discharge Hurley. The City notes that the Association never grieved the directive that

Hurley attend training, and that the only issue it grieved was whether the City had just cause to discharge Hurley. According to the City, the arbitrator ruled on an issue not submitted to him—the propriety of the Fund’s decision to end Hurley’s benefits—when he ordered the City to pay Hurley the monetary equivalent of the Fund benefits he did not receive. The City contends that the arbitrator exceeded his authority by making such a ruling. I disagree, based on my review of the arbitrator’s reasoning.

The parties stipulated that one of the issues before the arbitrator was whether the arbitrator had authority to issue the remedy sought by the Association in its grievance: rescission of Hurley’s discharge and “reinstatement to status as a disabled employee receiving benefits through the Fund.” (Slip opinion, p. 8, Finding of Fact 12.) The arbitrator concluded that because the City discharged Hurley without just cause,

“a make whole remedy is appropriate, along with reversing the termination of Grievant’s employment and reinstating whatever rights Grievant had as an employee before his termination.” (*Id.* at p. 10, Finding of Fact 8.)

The arbitrator agreed with the Association that the appropriate way to make Hurley whole for his discharge was to compensate him for lost disability benefits, and rejected the City’s argument that he had no authority to make such an award. After reviewing language in the parties’ collective bargaining agreement and relevant authorities, the arbitrator concluded he had “implicit power to fashion an appropriate remedy sufficiently grounded in the contract.” *Id.* The arbitrator then ordered the City to pay Hurley the disability benefits he would have earned had the Fund not ended his benefits.

Thus, the arbitrator’s award squarely addressed one of the issues the parties asked him to decide: what the remedy should be if the arbitrator held that Hurley was discharged without just cause. The arbitrator agreed with the Association that the appropriate remedy was compensation for Hurley’s lost Fund benefits. The arbitrator’s reasoning is grounded in his interpretation of language in the parties’ collective bargaining agreement. As explained in our Order, as long as an arbitrator bases an award on the arbitrator’s interpretation of the parties’ contract, the arbitrator acts within the scope of his authority and the parties are bound by his decision. (Slip opinion, p. 13 (citing cases).)

The City believes the arbitrator was wrong in ordering the City to compensate Hurley for lost disability benefits. As explained in our Order, this is not a valid reason for refusing to comply with an arbitrator’s award. We will not review the merits of an arbitrator’s decision and refuse to engage in a right/wrong analysis of an award. We will enforce an arbitrator’s award even if the arbitrator made a mistake of fact or law. *Brewer v. Allstate Insurance Co.*, 248 Or 558, 562, 436 P2d 547 (1968); *Portland Association of Teachers and Hanna v. Portland School District IJ*, Case No. UP-64-99, 18 PECBR 816, 836-37 (2000), *ruling on motion to stay*, 19 PECBR 25 (2001), *AWOP*, 178 Or App 634,

39 P3d 292, 293 (2002), *rev den*, 334 Or 121, 47 P3d 484 (2002) (it is not this Board's role to correct an arbitrator's decision even if we are convinced it is erroneous.). The parties are bound by a decision such as this one that is based on the arbitrator's interpretation of the collective bargaining agreement. (Slip opinion, p. 13.)

Is the Award Unenforceable Because It Violates Public Policy?

In its Petition for Reconsideration, the City contends that the arbitrator's award is unenforceable because it is contrary to public policy. According to the City, the award violates public policy because it: (1) constitutes "an impermissible collateral attack on a final administrative order," *i.e.* the Fund's decision to terminate Hurley's benefits; (2) allows the Association and Hurley to circumvent an administrative appeals process in the City Charter for appealing Fund decisions concerning disability benefits; and (3) violates the City Charter and the Home Rule provisions of the Oregon Constitution.

The City's first two arguments are based on its assertion that the City Charter provides an administrative review process that is the exclusive method for challenging decisions made by the Fund. The City contends that the only way Hurley could contest the Fund's decision to end his disability benefits was through this administrative process. According to the City, the arbitrator's conclusion that the Fund impermissibly terminated Hurley's benefits was a collateral attack on the Fund's administrative order, and a circumvention of the exclusive City Charter process for challenging the Fund's decisions. The City incorrectly characterizes the arbitrator's reasoning.

Hurley's rights as a bargaining unit member under the collective bargaining agreement are distinct from his rights as a Fund participant under the City Charter. As a bargaining unit member, Hurley challenged an alleged violation of the contract—his discharge without just cause—through the appropriate procedure for doing so—the grievance process. As part of his analysis of the grievance, the arbitrator ruled that the City issued "unlawful and unreasonable orders" requiring Hurley to report for training and return to work. Accordingly, the arbitrator concluded that the City lacked just cause for discharging Hurley because he failed to obey these orders. The arbitrator then determined a remedy appropriate to make Hurley whole for the City's contract violation. Consistent with his contractual authority, the arbitrator concluded that Hurley could only be made whole if the City reimbursed him for Fund disability benefits he should have received. The arbitrator's consideration of Hurley's loss of Fund benefits was part of his analysis of the contract grievance the parties agreed to present to him: whether the City had just cause to discharge Hurley and, if it did not, what should be the appropriate remedy. The arbitrator's award was based on his consideration of Hurley's rights under the collective bargaining agreement, not his rights as a Fund member. Accordingly, the award did not constitute a collateral attack on the Fund's decision and did not allow Hurley to circumvent the Fund's procedures.

The City's argument that the arbitrator's award violates the City Charter and Home Rule provisions of the Oregon Constitution is also misplaced. The City notes that Article IV, Section 1(5) of the Oregon Constitution and Article XI, Section 2 of the Oregon Constitution establish the authority of a municipality to adopt home rules charters that are immune from legislative control. The City contends that under this home rule authority, Portland citizens have adopted a City Charter that gives the Fund exclusive authority to administer the police and fire department disability and retirement system. The City argues that by reviewing and reversing the Fund's decision to terminate Hurley's disability benefits, the arbitrator effectively repealed portions of the City Charter.

As discussed above, the arbitrator reviewed and reversed Hurley's discharge under the just cause provision in the parties' collective bargaining agreement and in accordance with authority granted to him by the contract grievance procedure. The arbitrator did not overturn any decision of the Fund; he ruled solely on the propriety of the City's actions. In fact, the arbitrator acknowledged that he had no authority over the Fund. The arbitrator agreed with the City's argument that "no one, including the City, has the authority to direct the Fund to do anything." (Slip opinion, Finding of Fact 12, p. 10.) As a result, the arbitrator did not reinstate Hurley as a Fund member and directed the City (not the Fund) to compensate Hurley for the disability benefits Hurley would have received had the Fund not ended them.

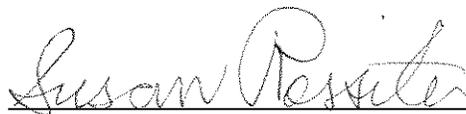
Conclusion

The arbitrator's award in the Hurley grievance is enforceable. The arbitrator did not exceed his authority or violate public policy. The November 15, 2011 Order is adhered to.

ORDER

Reconsideration is granted. The request for oral argument is denied. We adhere to our Order of November 15, 2011.

DATED this 23 day of January, 2012.



Susan Rossiter, Chair

*Paul B. Gamson, Board Member

*Member Gamson Concurring

I did not participate in the underlying decision in this case. 24 PECBR 472. I concur with the result but write separately to provide my general perspective on the issues and to address more directly than my colleagues the specific defenses the City raises.

To properly understand this case, it is important at the outset to focus on the extremely narrow issue it presents. We do *not* decide whether the City has the general authority to reform the Fire and Police Disability and Retirement Fund (Fund); we do *not* decide whether the Fund needed to be reformed; we do *not* decide whether the particular reform package the City adopted was a good idea; we do *not* decide whether the City's new return-to-work policy was appropriate;¹ and, as explained below, we do *not* decide whether the arbitrator was right when he reinstated Hurley even though Hurley violated the return-to-work policy. The *only* issue properly before this Board is whether we should require the City to live up to its contractual promise to submit disputes such as this one to an arbitrator and accept the arbitrator's decision as "final and binding." I agree with my colleagues' conclusion that the City must abide by the arbitrator's award.

I

ORS 243.672(1)(g) makes it an unfair labor practice for a public employer to "[v]iolate the provisions of any written contract with respect to employment relations including an agreement to * * * accept the terms of an arbitration award, where previously the parties have agreed to accept arbitration awards as final and binding upon them." Although my colleagues do not expressly rely on this fact in their analysis, it is crucial to note that the labor contract between the City and the Association expressly states that the arbitrator's decision "shall be final and binding on both parties * * *." On its face, the City's refusal to accept an arbitration award it agreed would be final and binding appears to violate the plain language of subsection (1)(g).

My colleagues accurately recite the deferential standard we apply to review arbitration awards, but it cites only Board cases in support.² This might foster the impression that this Board fabricated the standard out of thin air. Not so. The standard

¹Indeed, the arbitrator found that the Association generally supported the concept of a return-to-work program for injured firefighters. (Exh. Jt-2 at 18.)

²My colleagues fail to cite the Board's most recent and fullest explanation of the standard, *Marion County Law Enforcement Association v. Marion County*, Case No. UP-24-08, 23 PECBR 671 (2010).

has its genesis in a long and unbroken line of cases from the United States Supreme Court. The Public Employee Collective Bargaining Act (PECBA) is similar to the National Labor Relations Act (NLRA) in structure, language, and purpose. *Elvin v. OPEU*, 313 Or 165, 175 n 7, 832 P2d 36 (1992). As a consequence, we interpret the PECBA by looking at how the NLRA was interpreted prior to 1973, the year the PECBA was enacted. *Id.* at 177-78, 179; *Rogue River Education Assoc. v. Rogue River School*, 244 Or App 181 (2011).

Prior to 1973, the US Supreme Court established an extremely deferential standard for reviewing arbitration decisions arising from contracts negotiated under the NLRA. In *United Steelworkers of America v. Enterprise Wheel & Car Corp.*, 363 US 593 (1960), a collective bargaining agreement provided that disputes over the meaning or application of the agreement would be settled by “final and binding” arbitration. An arbitrator reinstated several discharged employees with back pay, but the employer refused to comply with the award on grounds that the arbitrator did not apply correct principles of law. The Court enforced the award. It held that “[t]he refusal of courts to review the merits of an arbitration award is the proper approach to arbitration under collective bargaining agreements.” *Id.* at 596. The Court made clear that it was doing nothing more than enforcing the employer’s contractual agreement to arbitrate: “the question of interpretation of a collective bargaining agreement is a question for the arbitrator. It is the arbitrator’s construction which was bargained for; and so far as the arbitrator’s decision concerns construction of the contract, the courts have no business overruling him [*sic*] because their interpretation of the contract is different from his [*sic*].” *Id.* at 599.

Courts here in Oregon have adopted this deferential standard. *Brewer v. Allstate Insurance Co.*, 248 Or 558, 562 (1968) (“Neither a mistake of fact or law vitiates an [arbitration] award.”); *Corvallis Sch. Dist. v. Corvallis Education Assn.*, 35 Or App 531, 581 P2d 972 (1978) (adopting the *Steelworkers’* deferential standard for arbitration review). Accordingly, this Board’s job is to ensure that the parties get what they bargained for, *i.e.*, a binding decision by the arbitrator. *Marion County Law Enforcement Association v. Marion County*, Case No. UP-24-08, 23 PECBR 671, 685 (2010). Under the statutory scheme established by the legislature, it is not our job to make sure the arbitrator is right. To the contrary, we must enforce the arbitrator’s award even if we are convinced the arbitrator was wrong, *id.*, and even if the award contains “silly” or “serious error,” *Major League Baseball Players Association v. Garvey*, 532 US 504, 509-10 (2001).

II

The City does not challenge the arbitrator’s determination that the City violated the “just cause” provision of the labor agreement when it discharged Hurley, and it does

not challenge the arbitrator's order to reinstate Hurley. Its only challenge is to the portion of the arbitrator's make-whole remedy that requires the City to pay Hurley the amount of disability benefits he would have received if the Fund had not terminated his benefits.³

The deferential standard with which we review arbitration awards applies equally to the arbitrator's formulation of a remedy. *Enterprise Wheel*, 363 US at 597. We have "no authority to disagree" with an arbitrator's "honest judgment" with respect to the appropriate remedy for a contract violation. *United Paperworkers International Union, AFL-CIO, et al v. Misco, Inc.*, 484 US 29, 38 (1987).

The City offers a number of reasons why we should refuse to enforce the remedy portion of the arbitration award that requires the City to make Hurley whole for his lost disability benefits.⁴ The reasons generally fall into two categories: (1) the arbitrator exceeded his authority, and (2) the award violates public policy.

A

I begin with the City's assertion that the arbitrator exceeded his authority. The simple response is that the City expressly agreed to submit the remedy issue to the arbitrator to decide. At a pre-hearing conference, the parties agreed to streamline the arbitration process. They agreed that the Association would submit documents in the form of a summary judgment motion on the question "does the arbitrator have authority to issue the remedy sought by the Association?"⁵ The Association sought Hurley's "reinstatement to status as disabled employee receiving benefits through the Fund."

When parties submit an issue to arbitration, they give the arbitrator authority to decide it. *See Enterprise Wheel*, 363 US at 597 (refusing to overturn an arbitrator's award

³A guiding principle for determining the appropriate remedy is to make the injured employee whole. This includes "restoring the economic status quo that would have obtained but for the company's" wrongful conduct. *National Labor Relations Board v. J.H. Rutter-Rex Manufacturing Co.*, 396 US 258, 263 (1969).

⁴I agree with the City that my colleagues' underlying Order does not adequately address these arguments. I also agree that we should grant reconsideration to do so, but conclude that the City's arguments lack merit.

⁵Exh. Jt-2 at 3. Although the underlying Order quotes extensively from the arbitration decision, it omits this critical portion.

because “[i]t is not apparent that he went beyond the submission.”)⁶ The City voluntarily agreed to submit the question of the arbitrator’s authority to provide the remedy sought; having done so, it cannot now argue that the arbitrator lacked authority to resolve the question.⁷

Furthermore, the City’s basic argument is that the arbitrator was mistaken about the timing of events and that the City’s discharge of Hurley did not cause the Fund to terminate his disability benefits. In essence, the City argues that the arbitrator made a mistake of fact or law (or both). But as discussed above, a mistake of fact or law is not a valid reason to overturn an arbitration award.

⁶An arbitration provision in a contract is not self-executing. The parties must in some fashion define the issue before the arbitrator. That typically occurs through the provisions of the contract, the grievance, and any stipulation or submission to the arbitrator. *See Piggly Wiggly Operators’ Warehouse, Inc., v. Piggly Wiggly Operators’ Warehouse Independent Truck Drivers Union, Local No. 1*, 611 F2d 580, 584 (5th Cir 1980) (court looks to collective bargaining agreement and submission to determine arbitrator’s authority); *Pack Concrete, Inc. v. Cunningham*, 866 F2d 283, 285 (9th Cir 1989) (arbitrator’s determination of the scope of the issue submitted is entitled to the same deference as the arbitrator’s interpretation of the contract) (citing cases). And even if the parties had not expressly submitted the remedy issue to the arbitrator, his authority to interpret the contract necessarily implies the authority to formulate a remedy for a breach. *Local 879, Allied Industrial v. Chrysler Marine Corp.*, 819 F2d 786, 789-90 (7th Cir 1987).

⁷The arbitrator resolved the issue submitted to him. He stated that

“the simplest way to make Grievant whole is for me to direct the City to reinstate Grievant as a Fund member and for the Fund to pay Grievant his disability benefits retroactive to April 5, 2007. However, the City has taken the position that no one, including the City, has the authority to direct the Fund to do anything.

“Accordingly, I direct the City (not the Fund) to pay Grievant the amount of compensation Grievant would have received from the Fund in disability benefits had those benefits not been terminated by the Fund.” (Exh. Jt-2 at 26.)

As described above, we do not determine whether the arbitrator was right or wrong. Our job is to enforce the City’s agreement to accept the arbitrator’s decision as final on the matters presented to him.

B

The City also asserts that we should refuse to enforce the arbitrator's award because it violates public policy.⁸ In *W.R. Grace & Co. v. Local Union 759, Int'l Union of United Rubber*, 461 US 757, 766 (1983), the Court stated that a public policy sufficient to overturn an arbitrator's award must be "well defined and dominant" and based on "laws and legal precedents."⁹ As we observed in *Marion County Law Enforcement Association*, 23 PECBR at 691,

⁸Even though the City raised the public policy defense in both its Answer and its Closing Brief, my colleagues failed to mention or address the public policy arguments. They should have. See *Portland Fire Fighters' Assoc. v. City of Portland*, 245 Or App 255, 263 P3d 1040 (2011) (reversing and remanding this Board's decision because it did not address one of the employer's defenses).

Instead, my colleagues seem to have been confused about the theory of the City's arguments. The City listed three reasons why it believed the arbitrator's award violated public policy. (Answer at 6-8; Respondent's Closing Brief at 9-14.) My colleagues mistakenly listed those three reasons as the basis for the City's arguments that the arbitrator exceeded his authority. See 24 PECBR at 484. As a result, my colleagues used the wrong standards to analyze the City's arguments. That is, they analyzed whether those reasons demonstrated that the arbitrator exceeded his authority rather than addressing the question clearly presented, *viz.*, whether those reasons demonstrate that the arbitrator's award violated public policy.

⁹Certain aspects of the public policy defense are controlled by ORS 243.706(1), which provides:

"As a condition of enforceability, any arbitration award that orders the reinstatement of a public employee or otherwise relieves the public employee of responsibility for misconduct shall comply with public policy requirements as clearly defined in statutes or judicial decisions including but not limited to policies respecting sexual harassment or sexual misconduct, unjustified and egregious use of physical or deadly force and serious criminal misconduct, related to work."

This statute does not apply here because the arbitrator found that Hurley did not engage in any misconduct. See *Deschutes Cty Sheriff's Assn. v. Deschutes Cty*, 169 Or App 445, 454, 9 P3d 742 (2000), *rev den* 332 Or 137, 27 P3d 1043, 1044 (2001) (court rejects employer's public policy argument under ORS 243.706(1) because the arbitrator found the employee "not guilty" of the misconduct for which he was disciplined); *Marion County Law Enforcement Association v. Marion County*, Case No. UP-24-08, 23 PECBR 671, 687 (2010). As a result, we must look to caselaw to determine how the public policy exception applies here.

“the public policy exception is necessarily a narrow one. *See E. Associated Coal [Corp. v. Mine Workers]*, 531 US 57, 63 (2000)] (‘the public policy exception is narrow’); *Misco*, 484 US at 43 (the exception does not ‘sanction a broad judicial power to set aside arbitration awards as against public policy.’). Otherwise, it would become a back-door way for a losing party to seek our review of the merits of an arbitration award and would swallow up the general rule that we will not second-guess the arbitrator.”

Further, we review only the arbitrator’s award, not the reasoning that led to it. *Enterprise Wheel*, 363 US at 598. Our public policy analysis examines only the award; we do not consider whether a grievant’s underlying conduct violates public policy. *Marion County*, 23 PECBR at 689-90.

With these principles in mind, I turn to the City’s arguments. Its first two arguments have the same underpinnings, so I deal with them together. The City asserts that the arbitration award violates public policy because (1) it would require the City to violate its Charter, and (2) an order to violate the City Charter would run afoul of the Oregon Constitution’s Home Rule provisions.

The City identifies two provisions in the City Charter which the award allegedly violates. First, it points to a provision which establishes a specific review process for challenging Fund decisions concerning disability benefits. The City argues that because Hurley did not properly challenge the Fund’s decision to terminate his disability benefits, the Fund’s decision is final and the arbitrator cannot overturn it.

Second, the City points to a Charter provision which prohibits the City from using general funds to pay Fund disability benefits. According to the City, the arbitrator’s award would require it to spend general funds in this prohibited way.

As my colleagues correctly point out, these arguments are based on a misreading of the award. The arbitrator expressly states that his award is against the City, not the Fund. Under the arbitrator’s award, the Fund does not need to pay anything to Hurley. As a result, the award does not overturn the Fund’s decision to discontinue Hurley’s benefits. Similarly, it does not require the City to pay disability benefits out of general funds. The award does not violate the City Charter or the Home Rule provisions of the Constitution.¹⁰

¹⁰The Home Rule arguments additionally fail for the reasons stated by my colleagues in the underlying Order, and for the reasons expressed by the Board in *Portland Police Association v. City of Portland*, Case No. UP-05-08, 23 PECBR 856 (2010), *appeal pending*.

The City's final basis for asserting that the award violates public policy is a variation on the first. It again asserts that Hurley's sole method to challenge the termination of his disability benefits was through the process specified in the City Charter. According to the City, Hurley's failure to pursue such a challenge prohibits him from relitigating the issue in a different forum. The City invokes the legal doctrines of claim preclusion and the prohibition against collateral attacks on final agency orders.

The City's argument fails for three reasons. First, it misapprehends the award. As discussed above, the award makes no attempt to order the Fund to do anything. The Fund's determination regarding Hurley's benefits is undisturbed by the arbitration award.

Second, the grievance did not challenge the actions of the Fund. It asserted that the City failed to abide by the "just cause" provision of the parties' contract. The parties agreed that the grievance/arbitration process is the sole method to resolve disputes arising under the contract. (Exh. Jt-1 at 20.) The Association could not have raised this contractual "just cause" claim in an appeal of the Fund's decision.

Third, the City's argument boils down to nothing more than an assertion that the arbitrator committed legal error—he failed to recognize and properly apply the controlling legal doctrines and failed to give proper weight to the Fund's decision. As explained earlier, we will not overturn an arbitration award on grounds that the arbitrator made a mistake of law.¹¹

The City has failed to establish any valid defense. Accordingly, I concur with my colleagues' conclusion that the City violated ORS 243.672(1)(g), and with their order requiring the City to abide by the award.

III

The City's Petition for Reconsideration raises one final objection to the underlying Order. It asserts that the award of nine percent interest is excessive, punitive, and inappropriate. It suggests we should order interest at the current rate for a certificate of deposit. I disagree. Under Oregon law, the legal rate of interest is nine percent. ORS 82.010; *Williams v. RJ Reynolds Tobacco Company*, 351 Or 368, 374 n 6 (2011).

¹¹I am not suggesting that the arbitrator made an error of law. But even if he did, it would not matter under our standard for reviewing arbitration awards.

IV

The US Supreme Court has recognized that “the grievance machinery under a collective bargaining agreement is at the very heart of the system of industrial self-government.” *United Steelworkers of America v. Warrior & Gulf Navigation Co.*, 363 US 574, 581 (1960). Our limited review of arbitration awards respects the parties’ mutual decision to hire an arbitrator to resolve their grievances, and it gives meaning to the parties’ contract language that the arbitrator’s decision will be final and binding on them. In my view, for the reasons expressed above, the City violated ORS 234.672(1)(g) when it refused to abide by the Hurley arbitration award. I therefore concur.

A handwritten signature in black ink, appearing to read 'P. B. Gamson', written over a horizontal line.

Paul B. Gamson, Board Member

This Order may be appealed pursuant to ORS 183.482.