



VIRGIN ISLANDS

LABOUR CODE, 2010
(No. 4 of 2010)

IN THE LABOUR ARBITRATION TRIBUNAL

Case No. BVILAT2021/020

BETWEEN

AVELINDA FREEMAN

COMPLAINANT

AND

BVI PORTS AUTHORITY

RESPONDENT

BEFORE: **Samuel Jack Husbands**, Chairperson, and **Zebalon McLean** and **Kamika Forbes**, sitting as arbitrators

HEARING ON: 21 July and 4 September 2023

DECISION ON: 22 March 2024

IN ATTENDANCE: (1) Avelinda Freeman, the Complainant
(2) Nelson Samuel, instructed by NR Samuel & Co, legal practitioners for the Complainant
(3) Terrance Neale, instructed by Torveny Law Chambers, legal practitioners for the Respondent

ADDITIONALLY: (3) Jheane Niles-Cox, Executive Officer to the Tribunal

REASONS FOR DECISION

Procedural history

1. The matter was commenced by Dispute Claim Form dated 27 April 2021. The Dispute Claim Form was first filed with the Labour Commissioner pursuant to the dispute settlement procedure in section 24 of the Labour Code. The Labour Commissioner, having

failed to achieve a settlement, transmitted the matter to the Minister responsible for Labour. The Minister ultimately referred the matter to the Tribunal under section 28(1) by a memorandum dated 20 October 2021. The trial was conducted in accordance with the Labour Code (Arbitration Tribunal) (Telephone and Video Hearing) Guidelines 2020 (S.I. No. 99 of 2020).

2. The matter was set for trial on 26 May 2022. Unfortunately, the term of the then chairman of the Tribunal expired before the trial could take place. The Tribunal was not re-constituted until May 2023 when a new chairman was appointed. The trial was then conducted on 21 July 2023 and final written submissions were received on 4 September. The Tribunal apologises to the parties for the delay and thanks them for their patience.

The cases of the parties

3. The Complainant was employed by the Respondent as Project Coordinator under a contract of employment dated 13 January 2021. The term of the employment was two years. Her salary was \$60,540.00 per annum. This works out at \$5,045.00 per month. She was entitled to 24 days' vacation per annum. The employment was also subject to a probationary period of three months. During this period it could be terminated on one month's written notice by either party. The employment commenced on 18 January 2021. The Complainant was dismissed on 23 April 2021 with immediate effect. She filed a Dispute Claim Form with the Labour Commissioner on 26 April 2021. She was not given one month's notice but was paid one month's salary in lieu of notice.
4. The Complainant alleges in her Claim Form that:
 - a. she was unlawfully terminated,
 - b. she had not been given resources such as a desk phone or a cell phone which were part of her contract,
 - c. she was evaluated but was not part of the process, and
 - d. she was terminated on 23 April 2021 without notice.
5. She seeks full compensation for the life of the contract. She filed two affidavits and gave oral evidence at the trial.
6. In its Response, the Respondent states as follows:
 - a. it was not satisfied with the performance of the Complainant and in its termination letter informed the Complainant that her "work performed was not sufficient for us to secure the post as Projects Coordinator";
 - b. the termination was in keeping with the terms of the contract and section 46 of the Labour Code,
 - c. under section 46, the Complainant was not entitled to notice upon expiration of the probationary period but in any event she was paid one month's salary at the end of the period,
 - d. the Complainant was not entitled to a cell phone under the terms of her contract and in any event the absence of a cell phone would not have prevented her from performing her duties since there were office phones available for her use, and

- e. there was no requirement in the contract or the Labour Code that the Complainant participate in the evaluation of her performance during the probationary period.
7. The Complainant filed a Reply to Complainant's Response. The Reply was amended as of 26 January 2022 as stated below. She denied that the Respondent ever informed her it was not satisfied with her work. She stated the termination was outside the probationary period and that the Respondent had failed to comply with sections 46(2) and 88 of the Labour Code and that she did not receive a month's notice and that in any event she did not receive payment until 30 April (12 days after the end of the probationary period). She considered the failure to provide a cell phone to be a fundamental breach of contract. She also stated in the Reply that it is in keeping with the best HR practices and consistent with section 46(2) for an employee to be informed on a monthly basis of her progress and she was denied access to her Evaluation Report. Finally, she asserts that the reason for her termination given in the dismissal letter was not a valid or fair reason for termination under sections 81 and 88 of the Labour Code in circumstances where the Respondent had failed to comply with section 46(2).
 8. Unusually, the Respondent filed a Response to the Complainant Reply. It was dated 14 December 2021. We will call it the Further Response. In the Further Response the Complainant amplified its reason for dismissal. It alleged it was advised on several occasions that the Complainant's performance was poor and that a drastic improvement was required. The Respondent added new examples of the Complainant's poor performance such as (i) constant gossiping and chatting to the distraction of other employees, (ii) improperly managing the Respondent's fleet of vehicles, (iii) improper carrying out the Covid-19 protocols, (iv) refusal to use her personal vehicle for travel on work business although she was paid a travelling allowance, and (v) the Complainant refused to discuss her evaluation report with the HR Manager and stated she would only discuss it with Mr de Castro or the Managing Director. The Respondent further alleged that by section 46(4) of the Labour Code an employer may issue the letter of no satisfaction within 14 days of the expiration of the probationary period and that the Complainant was not entitled to one month's or any notice of termination upon expiration of the probation. Regarding the cell phone, the Respondent stated at paragraph 9 of its Further Response (and put in evidence at paragraph 11 of the affidavit of Oleanvine Maynard) that it did not have any cell phones in stock, there was no specific period in which a cell phone was to be provided to the Complainant, and the lack of a cell phone would not have had any serious impact on Complainant's performance of her duties.
 9. The Respondent filed one affidavit. It was by Oleanvine Maynard, its managing director, and was dated 14 December 2021. By the time of the trial Ms Maynard had been arrested in the USA on serious criminal charges and had subsequently been indicted. She was in custody awaiting sentence, having been refused bail. She is likely to be sentenced to an extended period of time in prison. The Respondent attempted to reach her in prison in the USA but was unsuccessful. With the trial approaching the Respondent applied for the admission of Ms Maynard's affidavit into evidence without putting her forward for cross-examination. At a hearing immediately before the trial, the Tribunal gave its permission for the use of the affidavit despite the non-appearance of Ms Maynard.

10. The Complainant filed what is headed as an Amended Reply to the Further Response. The matters in this Amended Reply could have been adequately dealt with in the evidence. We will not set out the terms here.

Relevant statutory provisions

11. Relevant provisions of the Labour Code and the Rules mentioned below are as follows:
 - a. section 30(3)
 - b. sections 46 (1) and (2)
 - c. sections 85(1) and (3)
 - d. section 86(1)
 - e. section 88
 - f. rule 47(3)

The evidence

12. The Complainant was her sole witness. In January 2021 the Respondent had a vacancy for a Maintenance Supervisor. The Complainant was looking for work. She visited the offices of the Respondent and spoke to Ms Maynard who told her she should apply for another vacant position, that of Project Coordinator. The Complainant applied for this post and was successful. Very shortly thereafter she received a letter contract dated 13 January. She commenced work on 18 January. Her immediate supervisor was Richard Courtney de Castro, the Project Manager in the Project Unit.
13. After some time in the job, the Complainant complained to Mr de Castro that he was not providing her with enough work. She was feeling left out. She was not included in the two projects being undertaken by the Respondent, namely the Road Town Jetty Project and the Pier Park Project. She also complained to him that it was difficult for her to function without a telephone. A meeting was held on 12 March 2021 with the Complainant, Mr de Castro and Ms Maynard. When asked what she was working on she said nothing. She was forced to communicate via her personal cell phone.
14. Following the meeting she raised the issue of being without a company phone in a memo to Mr de Castro dated 15 March. In the memo she also raised the issue of not being involved in projects and not having a work plan. She did not receive a reply. Mr de Castro did not give evidence. The next letter she received was the dismissal letter dated 23 April 2021. At her dismissal meeting on 23 April, she was handed a copy of her evaluation report but was not permitted to take a copy with her. The evaluation report was not disclosed by the Respondent or put in evidence.
15. In cross-examination, the Complainant refused to accept that the use of a telephone was not essential to her job performance. She considered that her contract would not have provided for the assignment of a phone to her if it was not essential. She asked for one on more than one occasion. She said Mr de Castro never told her he was not happy with her job performance.

16. The Complainant did not sign her job description. She did not think it was adequate. She discussed it with Mr de Castro. She denied that Mrs Maynard discussed it with her over and over. As stated above, Ms Maynard was not cross-examined and neither the HR Manager nor Mr de Castro gave evidence. She denied that Ms Maynard brought the matter of poor performance to her attention. She also denied the improper management of the vehicle fleet including logbooks and poor preparation of records concerning inventory and maintenance. When asked if the preparation of the logs fell within clause 10 or 12 of the job description, the Complainant replied they did not.
17. In her affidavit Ms Maynard asserted that the Complainant refused to sign her job description. It is not clear from para 3 of her affidavit if Ms Maynard herself advised the Complainant to sign the job description or if it had been reported to her that the Complainant was advised to sign. She said it was the HR Manager who made several subsequent requests of the Complainant. Of course, the HR Manager was not called as a witness and Ms Maynard was not available for cross-examination.
18. Similarly, in paragraph 4 of her affidavit, Ms Maynard is reporting a statement allegedly made to her by Mr de Castro about the Complainant's poor performance. This statement has very little, if any, value. At paragraphs 6 and 7 Ms Maynard gave as a reason for the poor performance, the Complainant's failure to prepare vehicle logs and to carry out Covid-19 protocols as well as constant chattering and gossiping and disturbing other staff. Ms Maynard did not say how, at the level of managing director, she was able to assess the Complainant's performance without relying on the evidence of the HR Manager or Mr de Castro, the complainant's immediate boss.
19. Ms Maynard also stated at paragraph 11 that while the employment contract provided that a cell phone would be provided, it did not say when. This comes across as a rather weak twist to the contract. There is nothing in the contract to indicate that this provision would be deferred and even so, there is no correspondence from the Respondent to reassure the Complainant that the lack of a phone was being dealt with or to explain why an employee in the Complainant's position does not have a phone at all. The explanation in paragraph 11 of the affidavit could have been communicated to the Complainant during the term of the employment.

Assessment of the evidence

The approach to Ms Maynard's evidence

20. The burden of proving the reasons for dismissal falls on the Respondent – see section 85 of the Code. The Respondent has relied entirely on the evidence of Ms Maynard. The Tribunal must be very cautious about relying on Ms Maynard's evidence on matters on which the Respondent is put to proof and about which other witnesses could have been called.
21. Where there is a difference between Ms Maynard's testimony and the clear testimony of the Complainant it would be difficult to prefer the evidence of Ms Maynard. Mr Neale, counsel for the Respondent, in skilful and persistent cross-examination of the Complainant made many points and put his case forcefully, but the preponderance of the evidence must be in

favour of the Complainant when the Respondent's only witness was absent and when other managers with knowledge of the facts did not give evidence.

22. This is not to imply that the Complainant's evidence is enhanced by the default of her opponent's evidence, that is bolstered by the failure of Ms Maynard or by the failure of the Respondent to produce Mr de Castro or the HR Manager as witnesses. The evidence of the Complainant must stand or fall on its own. We think it does stand. We also think it has not been eroded by credible evidence to the contrary.

The evidence as a whole

23. The probationary period expired on 12 or 18 April 2023. The Respondent issued the letter of no satisfactory completion on 23 April, clearly within the 14-day period required under section 46(4) of the Code. Mr Neale, on behalf of the Respondent, submits that section 88 was not applicable because this is not a case of dismissal within the probationary period and therefore the application of section 88 and the need for a valid and fair reason for the termination and the provision of least 24 hours' notice do not apply.
24. Under section 88 the employment contract may be terminated during the probationary period for any valid and fair reason with 24 hours' notice. Mr Neale implies that this means that at the end of the period the termination may be without any reason.
25. If the employee completes the full amount of the probationary period, her employment will normally continue unless the employer does not believe she performed satisfactorily. But the probationer does not serve at the absolute pleasure of the employer nor does an employee have no security against termination. If her performance meets a certain minimum objective standard it may not be deemed to be unsatisfactory by the employer. If this were not the case, there would be no need for the requirement to give a letter of satisfaction. The employee must be told whether "or not" her performance was satisfactory. This reasonably follows, in our view, in a statute that confers rights on employees not to be unfairly dismissed. We hold that the entitlement to fairness extends to employees on probation and down to the end of the 14-day period. Employees on probation are not to be considered fair game – see for example the requirement for training and orientation in section 46(2). Perhaps the answer is to reverse the burden of proof in the 14-day period so that it is for the probationer to prove they completed their work satisfactorily but we do not see why we should over-complicate section 88 by arriving at that conclusion.
26. The contract of employment provided that the continuation of the Complainant's appointment was subject to the satisfactory completion of the probationary period. We hold that there must be a valid and fair reason for the failure to continue to employ the Complainant. The Respondent must be satisfied of the Complainant's performance on an objective standard. We place the burden of proof on the Respondent.
27. The only reason stated in the dismissal letter was the Complainant's generally unsatisfactory performance. The Respondent did not provide anything near the nature and particulars of the complaint against the employee. The Respondent did not provide a witness to produce and defend the evaluation report issued at the end of the probationary period.

28. We considered the following details as set out in Ms Maynard's affidavit:
- a. paragraph 3 – the Complainant's failure to sign the job description despite several requests for her to do so,
 - b. paragraph 5 – the Complainant's constant gossiping and chatting, thereby disrupting staff,
 - c. paragraph 6 – improper management of the Respondent's fleet of vehicles,
 - d. paragraph 7 – improper carrying out of the Covid-19 protocols,
 - e. paragraph 8 – failure to use her own vehicle on the Respondent's business during working hours, and
 - f. paragraph 11 – failure to understand her role, an example of which is the Complainant's failure to discuss her evaluation report.
29. We do not find substance in these allegations. Mrs Maynard could not be cross-examined and neither did Mr de Castro nor the HR manager gave evidence. We have no credible testimony as to how the various matters worked on the mind of the Respondent or what weight was given to them by the Respondent.
30. One matter which stands out is the allegation of the Complainant's failure to sign and return the job description. Mr Neale submits that the failure of the employer to provide the employee with a written statement of the employee's duties is a breach of section 45(1)(a) of the Code. The Complainant had reservations about the terms of the job descriptions. We are not prepared to say they were unreasonable concerns nor are we prepared to find that the failure by the end of the probationary period for the parties to agree every term of the job description was the fault of the Complainant. We note this ground was not referred to in the letter of no satisfaction dated 23 April 2021.
31. For the reasons already given we do not think the Respondent has made out that the Complainant's performance was unsatisfactory. The Complainant must have faced an unhelpful atmosphere at the Respondent's place of business. Despite the Respondent's obligation in section 46(2) to give her reasonable training and general orientation in the duties and responsibilities of her position or of informing her of her progress on a monthly basis, the Respondent would not even allow her access to her evaluation report or to a telephone, not even a desk phone, and they required her to use her car on the firm's business. She did concede in cross-examination that her contract did not specify when a cell phone would be assigned to her but she did not accept the suggestion by Mr Neale that a cell phone was not essential to the performance of her duties. The Complainant's memo dated 15 March 2021 was an alert to her employer that she was under-resourced and not being provided with sufficient work.
32. We do not believe it is established that the Complainant mismanaged the fleet of vehicles or the related logbooks or that she refused to sign the job description unless Mr De Castro or Ms Maynard was present. In her cross examination she explained why the job description was not signed. She stated she was not an engineer and was not qualified to carry out some of the tasks contained in it. The addition of the job description after signature of the contract of employment is something that might call for negotiation. The Complainant

denied that Ms Maynard's explanation at paragraph 3 of her affidavit was accurate. She stated further that Ms Maynard is lying by saying she asked repeatedly for the job description. She also denied the allegations of dissatisfaction with her job performance and complaints about her performance or that her performance was poor or that she failed to perform tasks assigned to her. She denied it was the responsibility with respect to logbooks fell within item 10 or 12 of the job description duties or was her responsibility. It does seem to sit within item 12 which is a broad "catch all" term but the Complainant provided an explanation in cross-examination. She stated it was the drivers who filled in the logbooks and that she did not dictate to the employer who should fill them in. In short, in her 2nd affidavit and in cross-examination she denied the allegations of misconduct or poor performance contained in Ms Maynard's affidavit. In the circumstances, we do not find that the Complainant was in breach of contract or that she was not entitled to be retained on the ground of her performance.

Standard applicable to dismissal of probationers

33. Mr Neale for the Respondent submitted, in effect, that the decision as to whether to continue the employment after the end of the probationary period is not reviewable or it is absolutely in the discretion of the employer. He adds that the decision not to extend the employment beyond the probationary period cannot properly be regarded as an unfair dismissal since the probationary period had expired. That does not, however, seem to be the position under section 88 of the Code. An employee on probation is entitled a valid and fair reason for dismissal during the probationary period. That standard extends slightly differently to the decision as to whether the employee has satisfactorily completed the probation. The employer does not simply for no good reason bring the employment to an end. It must give the employee a fair chance of success (see for example the employer's obligations under section 46(2) of the Code) and then properly consider whether the performance of the employee was satisfactory.
34. Accordingly, we find that the evidence of the Respondent falls short of establishing that the Complainant did not satisfactorily complete the probationary period.

Remedies

35. Section 86(1)(a) of the Code provides that if the Tribunal determines upon a dispute referred to it under section 27 that the dismissal of the employee was unfair or illegal and if both parties find the remedy acceptable, it may order (i) reinstatement, (ii) re-engagement in a position substantially equivalent if the post the employee held is not immediately available, or (iii) compensation. Under section 86(1)(b), the Tribunal may also order the employer to pay a punitive sum. The parties by their pleadings and submissions consent to compensation if the Tribunal determines that the dismissal was unfair or illegal.

Punitive damages

36. At paragraph 11 of her Reply to Response the Complainant also seeks punitive damages further or as an alternative to compensation. The Complainant not made out any case why there should be an element of punishment or aggravation in the award. Punitive awards may to a large extent be subjective, possibly arbitrary, and the quantum may be difficult to

justify in principle. They are clearly authorised by statute and this Tribunal should not shy away from properly enforcing the statute. The award may be made when compensation is not acceptable to both parties. We consider that the parties accept the remedy of an award of compensation and it is therefore not necessary in this case to consider the award of a punitive sum.

37. Even so, the Code gives no guidance on how the punitive sum is to be quantified. It is probably safe to conclude that it is available when the Tribunal considers that an element of punishment is necessary such as the lock out or verbal abuse of the employee.
38. We would add the following if we are required to consider a punitive sum in addition to compensation. We have reviewed the Tribunal's earlier decisions including the elegant and comprehensive decision in **Ranger-Vassell v Main Sail BVI Ltd** (July 2021, LAT2020/002). We note the Respondent was not represented by counsel. We have considered the reasons given at paragraphs 100 to 113. Without casting any doubt on **Ranger-Vassell v Main Sail BVI Ltd**, we do not believe that a punitive sum should be awarded in this case if we were not prevented from doing so by the agreement of the parties to accept the remedy of compensation. We would only add that section 86(1) appears to contain a structural problem which seems impossible to unravel. It seems to us that the proviso of the remedy being acceptable to both parties should have been inserted between paragraphs (ii) and (iii).

Compensation

39. In the Complainant's Reply to Response filed on 29 November 2021 and in her first Affidavit filed on the same date she claimed damages as follows:

a. Loss of salary from 6/2021 to 12/2022 at \$5,045 per month	\$95,855.00
b. Loss of salary from 1/1/2023 to 18/1/2023	\$2,929.35
c. Vacation pay	<u>\$10,090.00</u>

Total \$108,874.35

40. Her contract was for a period of two years. Had she not been dismissed she would have worked to 18 January 2023. She stated in her evidence that she had not been able to find new work. She did not venture into details of her efforts searching for employment. The Complainant worked for the government for 33 years not including her period with the Respondent. She sought employment in trust companies and the airlines for example, but had not re-applied to the government. She was not successful. Section 86(2)(e) of the Code provides that the Tribunal ordering compensation shall take into account the duty of the employee to seek to mitigate her losses. Mr Neale submits this is a statutory modification of the old common law duty. The modern view is that the claimant does not owe a duty to mitigate as such. The principle has now been rephrased as one of causation; the defendant will not be held to have caused the loss which the claimant could have avoided – see **Bunge SA v Nidera BV 43** [2015] UKSC 43 at para 81.
41. It is for the Respondent to prove the extent to which the Complainant could have avoided the losses she sustained over the period of the contract between dismissal and expiration. Mr Neale relies on two judgments: **Dominica Agricultural and Industrial Development**

Bank v Williams (2019, ECCA, DOMHCVAP 2005/20) and **Destang v Geest Industries (Estates) Ltd** (2016, SLUHCV2014/090). The contract of employment considered in **Dominica Bank** was terminable on notice. The Complainant's contract was a fixed term contract. It was terminable during the probationary period at any time by the employer for a valid and fair reason – see section 88(1) of the Code. Neither the **Dominica Bank** case nor **Destang** is truly applicable. The Tribunal accepts that the Complainant could not just sit at home and do nothing in the knowledge, as Mr Neale suggests, that she is drawing a pension from previous employment. Mr Neale suggests that the Complainant is probably not motivated to seek employment for that reason. What steps she may or may not have taken are within her own knowledge.

42. We do not know if the Complainant sent out application letters, if she telephoned HR departments, if she left her contact details and her CV with the job placement sections of the Chamber of Commerce or the Labour Department. But she did take some steps to find new employment. In the absence of better information the Tribunal would have hesitation in awarding the Complainant compensation for the full balance of the term of the contract. We would award compensation for the period nine months from the date of dismissal. The amount will be for the period of 1 May 2021 to 31 January 2022 but less salary for the month of May which was paid on termination.

43. Accordingly, we award the Complainant compensation of \$40,360.

Loss of salary from 1 to 18 January 2023

44. We do not need to address the January 2023 period because we are allowing 9 months post-termination pay only. That takes the payment period to January 2022. Accordingly, the claim is not allowed.

Interest

45. Mr Neale conceded that the Tribunal may award pre-judgment interest but submits that interest must be set out expressly in the “pleading”. While that may be true by virtue of a specific rule in civil proceedings in the High Court, it does not necessarily apply to proceedings commenced by Dispute Claim Form before the Tribunal. Interest follows from the award of compensation and a respondent would not necessarily be surprised to be required to pay it for compensation withheld since the date of dismissal as interest represents the natural cost of money. We award pre-judgment interest at the rate of 4% from 23 April 2021 to 3 months after receipt of post-trial submissions on 4 September 2023, that is 4 December 2023.

Vacation pay

46. An award is made in respect of accrued vacation pay – see section 86(2)(a) of the Code. The Complainant was entitled to 24 days' vacation per year. She worked for 3 months and would have accrued 6 days. We therefore award \$995.16.

Costs

47. The Tribunal did not receive submissions from Mr Samuel regarding costs. Mr Neale proposed a sum not exceeding \$3,000 in the event we found for the Complainant. Section

30(3) of the Code provides that the Tribunal shall not make an award as to costs except for exceptional reasons which the Tribunal considers appropriate. Rule 47(3) of the Labour Code (Arbitration Tribunal) (Procedure) Rules 2020 (S.I. No. 98 of 2020) provides a non-exhaustive list of situations which may be considered exceptional reasons. None of the stated situations exist here. Where the employer is represented by counsel the employee may well consider herself at a serious disadvantage without counsel too herself. Where the “ante is upped” in this fashion, this may in some circumstances be considered an exceptional reason.

48. We will award the Complainant costs of \$2,500 to be paid by the Respondent.

Summary and order

49. The Tribunal makes the following findings and awards:
- a. the Tribunal finds it is not established that the Complainant did not satisfactorily complete her probationary period and accordingly she was deemed to have satisfactorily completed it,
 - b. in the circumstances, the Complainant was unfairly dismissed by the Respondent on 23 April 2021,
 - c. the Respondent shall pay to the Complainant compensation for loss of salary in the sum of \$40,360.00,
 - d. the Respondent shall pay to the Complainant compensation for loss of accrued vacation in the sum of \$995.16,
 - e. the Respondent shall pay to the Complainant pre-judgment interest on the total of \$40,360.00 and \$995.16 at the rate of \$4 per cent per annum for the period 23 April 2021 to 4 December 2023; and
 - f. the Respondent shall pay to the Complainant the sum of \$2,500.00 for her legal fees and expenses.



Samuel Jack Husbands
Chairperson

I have read the above reasons and I agree the order.

A handwritten signature in black ink, appearing to read "Kamika Forbes".

Kamika Forbes
Arbitrator

I have read the above reasons and I agree the order.

A handwritten signature in black ink, appearing to read "ZAMcLean", enclosed within a hand-drawn oval.

Zebalon McLean
Arbitrator