

STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMMISSION

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In the Matter of the arbitration

-between-

PERC Docket No. AR-2012-197

COUNTY OF HUDSON

“County”

-and-

POLICEMEN’S BENEVOLENT ASSOCIATION, L. 109

“PBA”

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APPEARANCES:

BEFORE: Richard C. Gwin, Arbitrator

**For the County**

SCARINCI HOLLENBECK

Sean Dias, Esq.

**For PBA Local 109**

METS, SCHIRO & McGOVERN

Brian Manetta, Esq.

On September 17, 2010, the PBA filed a grievance claiming that the County violated a side-bar agreement by failing to credit the previous service of four Corrections Officers it rehired on May 15, 2004. A fifth, similarly situated Corrections Officer was later added to the grievance. (U-1) The parties were unable to resolve the grievance and by letter dated October 26, 2011 from PERC, the undersigned was advised of his selection to hear and decide this dispute. A hearing was held on March 2, 2012, at which the parties examined and cross-examined

witnesses, introduced documents and argued their positions. Briefs were filed by May 18, 2012 and the record was closed.

## **THE ISSUES**

The County posed the issues as: “Whether the Union’s grievance was timely”; and “Whether the County correctly applied the November 17, 1999 agreement concerning the employment of the Grievants on June 14, 2004.” The Union proposed the issue as, “Whether the County violated the collective bargaining agreement and applicable side-bar agreement by failing to credit laid-off employees for prior service upon re-employment, thereby providing them improper pay and other emoluments of employment.” The parties authorized the undersigned to phrase the issue in this decision. Based on the entire record and consideration of the parties’ positions, I conclude the issues are appropriately phrased as:

1. Is the grievance timely?
2. Did the County violate the November 17, 1999 side-bar agreement when it re-employed the Grievants effective June 14, 2004?
3. If so, what shall be the remedy?

## **RELEVANT CONTRACT LANGUAGE**

The side-bar agreement was executed by the parties on November 17, 1999 and states:

On this 17<sup>th</sup> day of November, 1999, the County of Hudson (“County”) and PBA Local No. 109 hereby agree to a modification of the collective bargaining agreement between the parties as follows:

Former Hudson County Correction Officers are eligible for re-employment at the salary they were earning at the same time of their resignation, provided that:

- a. The former Officers resigned in good standing;
- b. The former Officer had been appointed from a New Jersey Department of Personnel (Civil Service) Certification and successfully completed the required one-year working test period;
  1. Former Correction Officers who were employed on a provisional basis are eligible for re-employment under this agreement if they meet all other requirements herein and whose names appear on a current Civil Service Certification for Hudson County Correction Officer.
  2. Former Correction Officers who were appointed from a Civil Service Certification but who were not offered the opportunity to attend a State approved correction officers training academy are also eligible for re-employment under this agreement if they meet the requirements of this agreement except paragraph c.
- c. The former Officer successfully completed a State-approved correction officer's training academy while employed as a County Correction Officer;
- d. The officer did not commit a major disciplinary offense, as defined by the Civil Service, while employed as a County Correction Officer;
- e. The former Officer submits a re-employment application within three years of his/her resignation (if the former Officer was a provisional Officer while employed at the County, the Officer must submit a re-employment application within one year of his/her lay-off or resignation);

- f. The former Officer receives favorable references from employers she/he worked for since leaving County employment; and
- g. The former Officer passes the regular Internal Affairs background check, which includes a criminal background investigation.

Officers who return to the County under this Agreement will earn the annual sick, vacation and personal leave they earned at the time of their lay-off/resignation. Officers re-employed after January 1<sup>st</sup> will have their annual leave prorated for the remainder of the first calendar year of re-employment pursuant to the County Employee Handbook.

Any offer of employment will be conditioned upon the former Officer passing a medical/psychological examination by a County doctor. However, the former Officer will retain all rights under the Americans With Disabilities Act (ADA) to a reasonable accommodation of any disability available from the County Division of personnel. ... (J-4)

## ARTICLE X

### GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A "grievance" shall be any difference of opinion, controversy, or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of this Agreement.

Section 2. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence. (J-3)

## DISCUSSION

This grievance involves five Corrections Officers who were hired by the County as provisionals in July or August of 2002. The five Grievants were replaced by certified candidates from a Civil Service list in June 2003. They were rehired by the County effective June 14, 2004. When the Grievants were re-employed, they were treated as new employees. The PBA maintains that the Grievants should have been credited for the time served prior to their replacement.

Carlos Alicia was hired as a provisional on July 15, 2002. (U-6) In a memo referencing the "TERMINATION OF YOUR PROVISIONAL POSITION", dated June 4, 2003 from Personnel Officer Anthony Staltari, Mr. Alicia was advised that:

We have been notified by the New Jersey Department of Personnel (Civil Service) that you have failed to take/and or pass the open competitive test for Correction Officer. In addition your test score may not have been high enough to be certified, or eligible to be appointed.

An applicant who has taken the test and has been certified by civil Service, has expressed interest in your position. He or she may be exercising their rights to replace you within the next (20) days. Therefore, you are being put on notice that you will be terminated from your provisional position of CORRECTION OFFICER EFFECTIVE JUNE 27, 2003.

Under the Civil Service rules, you have no rights to appeal this action. Your under contract grievance procedure is not applicable in this matter.

You may apply for other County positions. All County positions are posted on the bulletin board in your work location.

If you have any questions you may contact this office for an appointment. ... (R-1, emphasis original)

Mr. Alicia was separated from employment on June 27, 2003. On July 18, 2003, he completed a Separation Report on which he indicated that his reason for leaving the County was a "lay-off". (U-5) After his departure from County employment, he received his last paycheck and a check for accrued leave time. He applied for and received unemployment compensation. Mr. Alicia was subsequently notified that he had passed the Civil Service exam and been certified as of November 13, 2003. (U-7) On June 1, 2004, he signed a Personnel Action Form detailing the terms of his re-employment with the County as a Corrections Officer. (R-2) He was placed on step-1 of the salary guide and received the benefits (vacation, sick and personal leave) of a new employee. When rehired, Mr. Alicia retained his original employee I.D. number.

John McCarthy was hired by the County on August 12, 2002. Mr. McCarthy acknowledged that he probably received (but did not recall seeing) the June 4, 2003 notice about the termination of his provisional position. A copy of the notice (identical to the one sent to Mr. Alicia and the other grievants) is in the record. (R-5, R-7, R-10, R-12) Mr. Staltari filed a form with DOP captioned "Request For Personnel Action/Interim Profile" seeking Mr. McCarthy's separation from County employment. Mr. Staltari checked a box marked "Terminated (Use for employees without permanent status)" in a section of the form captioned "Termination of Employee Services". Among the other reasons listed for a separation from employment in this section of the form are "resigned", and "laid off". (R-16) The same DOP form was completed in the same manner by Mr. Staltari for each of the five Grievants. (R-17 through R-20) On July 28, 2003, Mr. McCarthy signed an Exit Interview Form, which also refers to his departure from the County as a "Termination". (R-4) Like the other Grievants, Mr. McCarthy's re-employment was effective June 14, 2004, and he was placed on step 1 of the salary guide and treated as a new

employee. He, like the other Grievants, retained the employee I.D. number he was given when originally hired by the County as a Corrections Officer.

Tasha Salters was hired as a provisional Corrections Officer on July 1, 2002. Prior to her employment as a Corrections Officer, she had been working as a Counselor for the County. She was sent Mr. Staltari's memo about the termination of her provisional position (R-7) and was replaced on June 27, 2003. In September 2003 she returned to her previous Counselor position with the County. Her Exit Interview Form indicates that she was "terminated" from employment. (R-8) When she was rehired by the County as a Corrections Officer in June 2004, she was treated as a new employee. (R-6)

Jose Colon was hired as a provisional on July 15, 2002. Prior to his separation from employment he received the same notice of termination as the other Grievants. (R-10) His Exit Interview Form indicates "termination" as the reason for his departure. (R-11) When he was rehired, he was treated as a new employee. (R-22)

Lillian Whitted was hired by the County as a Clerk on May 17, 2002. She became a provisional Corrections Officer on July 15, 2002. Like the other Grievants, she was replaced in June 2003. She collected unemployment until she was brought back as a Clerk in September 2003. She was rehired as a Corrections Officer effective June 14, 2004 and was treated as a new employee.

Anthony Staltari has been with the County since 1973, and has been the Personnel Officer since 1990. His present duties involve the oversight of all personnel matters at the County's Department of Corrections, including hiring, promotions, payroll, and discipline. He interviewed and hired each of the Grievants in 2002. Mr. Staltari explained that, depending upon the month they were hired, each of the Grievants was shown one of two memos prepared for "Corrections

Officer Candidates”. (R-9, R-14) The first references “PROVISIONAL COUNTY CORRECTIONS OFFICER” and provides that:

You are currently applying for the position of County Correction Officer (provisional status). Your name was forwarded to the County from the Department of Personnel, as your name appeared as an applicant for the Law Enforcement test. This test was announced around Dec. 13, 2001 & Feb. 20, 2002.

The exam will be held from April 2002 until June 2002. You may have already taken the exam. Your application at this time does not mean that you passed the Law Enforcement test.

In the near future the examination results will be issued and a certification list of names of people who passed the (examination) will be issued when the County receives the certification. C/O's who have not already passed a Civil Service test for the position may be terminated if their names do not appear on the list. May also be terminated if their names cannot be reached because they did not score high enough or because they lack veteran's or disabled veteran's status. As a provisional appointment you may be terminated.

**This memorandum is to advise you the candidate that if hired by the County and if you fail to pass the Law Enforcement exam as mentioned above, you will be subject to Termination...** (R-9, emphasis original)

The second memo, which Mr. Staltari prepared to replace the first, references ‘COUNTY CORRECTION OFFICER’, and states:

The 2002 Law Enforcement test was announced around Dec. 13, 2001 to Feb. 20, 2002. The exam will be held and a Certification (List of names of people who passed the examination) may be issued.

When the county receives the Certification, C/O's who have not already passed a Civil Service test for the position may be terminated if their names do not appear on the list. C/O's whose names appear on the list may also be terminated if their names



cannot be reached because they did not score high enough or because they lack veteran's or disabled veteran's status. As a provisional appointment you may be terminated.

Anyone who has a question concerning this matter can contact the Hudson County Division of Personnel at (201) 795-6255 or the County Personnel Unit at (201) 558-7006. Further information is available from the N.J. Department of Personnel. ([www.state.nj.us/personnel](http://www.state.nj.us/personnel)). (R-14)

Mr. Staltari explained that R-9 and R-14 were given to newly hired provisionals to put them on notice that they could be terminated if their test scores were not high enough, or if they failed to take the test.

Mr. Staltari testified that on or about June 2, 2003, the County received a Notice of Violation from DOP, stating that a certification had not been disposed and returned to the Department. The notice cautioned that:

MERIT SYSTEM RULES REQUIRE THAT CERTIFICATIONS BE DISPOSED BY THE APPOINTING AUTHORITY AND RETURNED TO THE DEPARTMENT OF PERSONNEL BY THE REQUIRED DATE OF DISPOSITION AS INDICATED ON THE CERTIFICATION.

UNLESS THIS CERTIFICATION IS PROPERLY DISPOSED AND RETURNED WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, ACTION WILL BE TAKEN AS PROVIDED BY N.J.A.C. 11A:10-1 ET SEQ AND N.J.A.C. 4A:10-3.1 ET SEQ. THIS ACTION MAY INCLUDE DISAPPROVAL OF THE PAYMENT OF THE SALARIES OF ALL PROVISIONAL INCUMBENTS SERVING IN THIS TITLE; DISAPPROVAL OF THE PAYMENT OF THE SALARIES OF INDIVIDUALS WITH EMPLOYMENT AUTHORITY OVER SUCH PROVISIONALS AND WHO AUTHORIZE THE PAYMENT OF DISAPPROVED SALARIES; ASSESSMENT OF A FINE; ASSESSMENT OF EXAMINATION AND COMPLIANCE COSTS; AND/OR THE

APPOINTMENT OF AN ELIGIBLE FROM AN  
OUTSTANDING CERTIFICATION. ... (R-15, emphasis original)

In response to DOP's warning that the County was obligated to appoint applicants from the Civil Service certification list, Mr Staltari submitted the "Request For Personnel Action/Interim Profile" forms to the DOP (R-16 through R-20). On June 4, 2003, the County sent by certified mail to the Grievants the termination notices marked as R-1, R-5, R-7, R-10, and R-12. The Grievants were all separated from employment effective June 27, 2003. The exit interviews were all conducted by Assistant Personnel Officer Shirley Gainer, who also completed the first page of the Exit Interview Forms. (R-4, R-8, R-11, R-13) The Separation Report that Mr. Alicia completed (U-5) is page 2 of the Exit Interview Form. Question 3 on U-5 is, "What was your reason for leaving the County?" Mr. Alicia checked "Lay-off" as his reason for leaving the County.

Mr. Staltari insisted that the Grievants were not laid-off, but terminated. He explained that lay-offs in a Civil Service jurisdiction are statutorily limited to permanent employees and require the submission of a layoff plan to the Department of Personnel. Layoff procedures also require notice be given to permanent employees in advance of the lay-offs. (See *N.J.A.C. 4A: 8-1.1(a)*, *N.J.A.C. 4A: 8-1.4*; and *N.J.A.C. 4A: 8-1.6*) Mr. Staltari explained that the County neither submitted a layoff plan to DOP, nor issued layoff notices to provisional employees.

David Murray was hired by the County as a Corrections Officer in July 2002, around the same time as the Grievants. He scored high enough on the Civil Service test that he was not replaced in June of 2003. He resigned in good standing from the County in February 2004, because he had taken a position with the State. He returned to the County in September of 2005,

and as he put it, "at the end of the day" was credited for his previous service when he resumed his position as Corrections Officer (apparently as the result of a settled grievance). He is currently two steps ahead of the Grievants on the salary guide.

Mr. Murray is the PBA's Grievance Chair and filed the instant grievance. In processing the grievance, he was informed by the County that the Grievants were treated as new hires when they returned because they had been "terminated" in 2003, and therefore were not covered by the provisions of the side-bar agreement (hereafter the "Re-employment Agreement").

Lieutenant Ortiz is currently the Officer in Charge of the midnight shift. In 1999 he was President of PBA Local 108, and was involved in the negotiation of the Re-employment Agreement. Lt. Ortiz testified that the intent of the Re-employment Agreement was to credit the previous service of rehired employees (permanent or provisional) if they left the County in good standing.

The parties stipulated that, "if the Grievants were either laid off or resigned they are entitled to the coverage of J-4".

## **THE PARTIES' POSITIONS**

The County argues that the grievance is not arbitrable because it was not timely filed. The County submits that, if the grievance is found to be arbitrable, a remedy can look no further back than 30 days prior to the filing of the grievance. The County argues on the merits that the Grievants are not entitled to relief under the Re-employment Agreement because, as provisionals, they were "terminated" in June 2003. The County maintains that Re-employment Agreement applies only "if the officer resigns in good standing or was subject to a layoff". The County also argues that Civil Service regulations govern the requirements for lay-offs. It insists that only

permanent employees are laid-off. It relies on *N.J.A.C. 4A: 8-1.6* which provides that “(a) no **permanent** employee or employee serving in a working test period shall be separated or demoted as a result of a layoff action without having been served by the authority, at least 45 days prior to the action ...”

The PBA argues that the County’s failure to compensate the Grievants in accordance with the parties’ bargaining agreement is a violation that recurs each day the employees are underpaid. The PBA acknowledges that any relief is limited by the grievance procedure to begin 30-days prior to the filing of the grievance. The PBA contends that the Grievants were separated from their employment with the County in good standing and entitled to credit for their previous service when rehired. The PBA maintains that, when the parties negotiated the Re-employment Agreement, they intended that it would cover employees (including provisionals) who left the County’s employ in good standing and met the other conditions of the Re-employment Agreement.

## **OPINION AND AWARD**

Based on the entire record and consideration of the parties positions, I conclude that the grievance should not be dismissed as untimely. I also conclude that the County violated the Re-employment Agreement by failing to credit the Grievants’ previous service when it rehired them in 2004.

### ***Timeliness***

The county argues that to be timely filed, the grievance was due no more than 30 days after the rehired Grievants received their first paychecks. Since the Grievants were re-employed in June 2004, and failed to file a grievance until September 17, 2010, the County submits that the

grievance is more than 6 years out of time. The county reasons that the Grievants were on notice when they received their first checks that they were not being paid at the same salary they received prior to their termination from employment, and were accordingly obligated to file a grievance within 30 working days.

The PBA contends that by failing to place the Grievants on the appropriate step of the salary guide, the County violates the parties' agreement each day the Grievants continue to be underpaid.

The Grievance procedure states that, "to be considered under this procedure [a grievance] must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence." (J-2) It is widely held that where the nature of a contractual violation is such that the act complained of is repeated on a continuing basis, each occurrence may be treated as a separate offense. Here the act complained of is the failure to credit the Grievances' previous service when they were rehired. This involves their placement on the salary guide and their entitlement to seniority driven benefits such as vacation, sick and personal leave. As the PBA points out, "Salary issues, especially those where the Grievant is not compensated at the appropriate rate are classic examples of a continuing violation ... 'The affected employee should not be left without a remedy ... because every day subsequent to the date the grievance was filed potentially constitutes a continuing violation of the contract. In short, an employer does not get a pass to violate the agreement ... [on a] continuing salary issue for the entire length of an employee's career ...'" (PBA brief p. 8)

I conclude that the nature of the alleged offense is a continuing violation and that the matter should be decided on the merits.

### ***The Re-employment Agreement***

At the heart of the parties' disagreement, are the circumstances under which a provisional employee's separation from employment invokes the coverage of the Re-employment Agreement. The County asserts that the Re-employment Agreement requires that a provisional employee *resign* in good standing. The County maintains that it terminated, rather than laid-off, the Grievants, and that Civil Service only regulates lay-offs of permanent employees. The PBA contends that rehired provisional employees are covered if they leave in good standing and meet the other requirements of the Re-employment Agreement. The parties agree that for a provisional Corrections Officer to qualify for credit for prior service under the Re-employment Agreement: the Officer's name must appear on a current Civil Service Certification (Section b); the officer must not have committed a major disciplinary offense ... while employed as a County Corrections Officer (Section d); the former officer must submit a re-employment application within 1 year of his or her layoff or resignation (Section e); the officer must submit favorable references from subsequent employers (Section f); and the officer must pass the Internal Affairs background check (Section g) and a medical/psychological exam by a County doctor.

The PBA disputes the County's reliance on the distinction that the Grievants were terminated rather than laid-off. Documents that refer to the Grievants' separation from employment as a *termination* include DOP's Request For Personnel Action/Interim Profile form (R-16); and County memos (R-9, R-14), termination notices (R-9), and Exit Interview Forms. (R-4) The PBA and its witnesses refer to the Grievants' replacement by certified applicants from a Civil Service list as a *lay-off*. The PBA acknowledges that the term *lay-off* is imprecise when applied to provisional employees. Provisionals do not enjoy the same job protections granted to permanent employees. Unlike permanent employees, provisionals do not have appeal rights, nor

are Public employers in Civil Service jurisdictions required to submit lay-off plans to DOP before separating provisionals from employment without cause. The PBA points out, however, that the parties negotiated specific language that covers *laid-off* provisional employees.

The PBA reasons that the parties' reference to *laid-off* provisionals in Paragraph (e) of the side-bar, demonstrates that they "were clearly attempting to ensure that it was applicable to employees that were separated from service through no fault of their own. Otherwise, the parties would have no reason to refer to laid-off provisional employees." (PBA brief, p. 12) The PBA asserts that the testimony of Mr. Ortiz about what the parties intended when they negotiated the side-bar, supports this interpretation of the Agreement. The PBA maintains that any interpretation of the parties' Agreement that excludes the Grievants would nullify the language they negotiated pertaining to laid-off provisional employees. The PBA cites *Elkouri and Elkouri* for the proposition that, "It is axiomatic in contract construction that an interpretation that tends to nullify or render meaningless any part of the contract should be avoided because of the general presumption that the parties do not carefully write into a solemnly negotiated agreement words intended to have no effect." (*How Arbitration Works*, p. 464, Elkouri and Elkouri, 6<sup>th</sup> ed., cites omitted)

In matters involving contract interpretation the arbitrator's role is a limited one: to interpret the Agreement as it is written. If the parties' Agreement is clear on its face, then I have no authority to deviate from the parties' expressed intent. In addition, I must interpret the Agreement to give effect to all of its provisions, and to avoid adding to or altering the language adopted by the parties. I agree with the sentiments expressed in the language quoted above from *Elkouri*. I

am persuaded by the PBA's arguments based on the specific language the parties wrote into their agreement.

In Paragraph (e) of the Re-employment Agreement, the parties agreed that one condition of an officer's eligibility to receive credit for prior service is that "[t]he former officer submits a re-employment application within three years of his/her resignation (*if the former officer was a provisional officer* while employed at the County, the officer must submit a re-employment application within one year of his/her *layoff or resignation.*)" (J-4, emphasis added) The plain language of this paragraph reveals that the parties did contemplate that a provisional officer could be *laid off*. The parties obviously were not referring to the formal layoff procedures contained in Civil Service Regulations when they negotiated paragraph (e). As the County points out, these regulations only apply to permanent employees.

The record contains an example of the parties using both *termination* and *lay-off* to refer to the same officer's departure from County employment. When Ms. Gaines conducted Mr. Alicia's exit interview, she documented his departure as a *termination* on the first page of the Exit Interview Form. On page two of the County's form, the Separation Report, Mr. Alicia was asked to describe his departure from employment with one of the following choices: *resignation, lay-off, discharge* or *retirement*. (U-5) He checked *lay-off* because he neither resigned, was discharged for cause, nor retired.

The County insists that a provisional officer must *resign* in in good standing to qualify for coverage under the Re-employment Agreement. The County refers to Civil Service regulations setting the standards of a "resignation in good standing". The regulation cited by the County, however, appears to limit its application to permanent employees. *N.J.A.C. 4A:2-6.1 — RESIGNATION IN GOOD STANDING* — provides in paragraph (a) that, "Any *permanent*



employee may resign in good standing by giving the appointing authority at least 14 days' written or verbal notice, unless the appointing authority consents to a shorter notice." (County's brief, p. 8) It is also worth noting that a lay-off and a resignation are different ways to separate from employment. An officer who resigns must do so in good standing to be eligible for the benefits of the Re-employment Agreement. I do not interpret the Agreement to mean, however, that an officer who is laid-off, must also *resign* in good standing. The County's interpretation of the Re-employment Agreement — that provisional officers are not covered if they are terminated, rather than laid-off, and have not resigned in good standing — would nullify the specific language of paragraph (e).

I am persuaded by the language used by the parties when they negotiated the Re-employment Agreement that they intended it to cover a provisional employee in good standing when separated from employment, whose name appears on a certified list, who has not committed a major offense, who filed a timely re-employment application with the appropriate references, and who passed a background check and physical exam. It is the only interpretation that gives meaning to each of the provisions of the Agreement.

Based my review of the entire record, consideration of the parties' positions, and for the reasons discussed above, I conclude as follows:

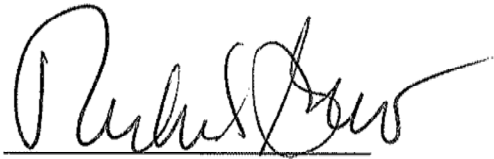
1. The grievance was timely filed.
2. The County violated the November 17, 1999 side -bar agreement when it rehired the Grievants effective June 14, 2004, but failed to credit the Grievants' for time served with the County prior to their separation from employment on June 27, 2003, when they were replaced by applicants from a certified list.

Accordingly, I make the following ...

**AWARD**

The grievance is sustained. The County must make the Grievants whole by adjusting their guide placement and earned annual sick, vacation and personal leave in accordance with the Re-employment Agreement. The effective date of the adjustment shall be 30 days prior to the filing date of the instant grievance. The Grievants are awarded back pay equal to the difference of what they would have earned had they received credit for their prior service when rehired, and the amounts actually paid to them from August 17, 2010 to the present.

September 12, 2012

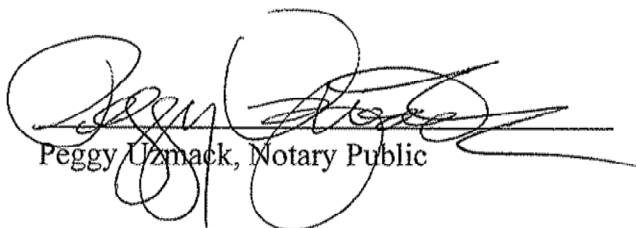


Richard C. Gwin, Arbitrator

State of New Jersey  
County of Mercer

On this 12<sup>th</sup> day of September 2012, before me personally came and appeared RICHARD C. GWIN, to me known and known by me to be the individual described herein, and who executed the foregoing instrument and who acknowledged to me that he executed the same.

**PEGGY L. UZMACK**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES MAR. 28, 2016**



Peggy Uzmack, Notary Public