COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

ALLEGHENY COUNTY PRISON EMPLOYEES INDEPENDENT UNION	:	
v.	:	Case No. PERA-C-19-113-W
ALLEGHENY COUNTY	:	

FINAL ORDER

Allegheny County (County) filed timely exceptions with the Pennsylvania Labor Relations Board (Board) on July 15, 2020, challenging a Proposed Decision and Order (PDO) issued on June 25, 2020. In the PDO, the Board's Hearing Examiner concluded that the County violated Section 1201(a)(1) and (5) of the Public Employe Relations Act (PERA) by unilaterally eliminating a past practice whereby corrections officers could be granted one request to change their vacation schedules during the calendar year. The Allegheny County Prison Employees Independent Union (Union) filed a response to the exceptions on August 3, 2020.

The facts of this case are summarized as follows. The parties' collective bargaining agreement (CBA) effective from July 1, 1994 through June 30, 1997 has been modified by multiple interest arbitration awards, including the latest award that has a five-year term from July 1, 2014 through June 30, 2019. (FF 6). Article XV of the CBA contains a management rights clause, which was modified by a 1997 interest arbitration award. The management rights clause provides as follows:

> The County retains and reserves unto itself all inherent, statutory and other powers, rights, authority, duties and responsibilities of its management status-including but not limited to those of operating, manning and securing its facilities, hiring, scheduling, directing, supervising and, for just cause, disciplining and discharging its employees-which are not expressly modified or restricted by any specific and enforceable terms or conditions of these Agreement provisions.

(FF 44).

Article XI of the parties' CBA delineates the vacation rights and benefits of corrections officers in the bargaining unit. (FF 6). Specifically, Article XI, Section 4 of the CBA provides as follows:

> It is understood that insofar as it is possible at each separate facility, employees shall be permitted to select the periods for their vacation according to their County seniority provided such vacation selected does not interfere with the orderly operations of the facility.

(FF 7).

Pursuant to Article XI, Section 6 of the CBA, bargaining unit corrections officers are required to select their vacation for the upcoming calendar year by November. (FF 8). The corrections officers submit their vacation requests for the upcoming calendar year during the first week of October by entering their selection for vacation time into a computer program and submitting a handwritten form to payroll operations and a form to the scheduling captain. (FF 11). Vacation selection is bid for by seniority across all three shifts in one lot. (FF 12). After the selection process is complete, there may be a week or a day that remain unfilled or that a more senior corrections officer selected but had to give up due to the use of other leave, retirement or termination. Those vacation spots that are or become available are slots into which a corrections officer can switch. (FF 13).

Article XI, Section 7 of the CBA provides for changes to vacation schedules and states that "[t]o assure orderly operation of the prison, all vacations and changes in proposed vacation schedules must be requested in advance and have the approval of the Warden or his designee." (FF 10). Since at least 2005, corrections officers were able to change their vacation selection from what they chose during the prior fall to an open slot that becomes available during the year. A corrections officer could switch either a day or a week limited to one switch per year. (FF 15). In 2008, the County permitted corrections officers to switch into available slots on a first-come, first-served basis. (FF 14). In 2017, the Union proposed changing the vacation switching approval system to a seniority-based system, instead of a first-come, first-served system, to which management agreed. (FF 17).

In 2018, the County permitted corrections officers to switch their vacation slots when openings became available. On June 7, 2018, Captain Jamie Merlino issued an email to the corrections and administrative officers which stated as follows:

> The following vacation slots and single days are open for the month of July 2018. If you would like to switch a week or day please submit your request to Major Smith, Major Kohler or Major Vanchieri by Thursday June 21, 2018. All selections will be awarded based on seniority.
>
> *Your request must include what week or day you want to switch, what you would like it switched to and if multiple selection what order you wish if you cannot get the original one.

(FF 20). Captain Merlino issued several other emails notifying corrections officers of available days for switching for the months of September, October, November and December 2018. Bargaining unit corrections officers did in fact switch vacation slots in 2018. (FF 21).[1]

[1] Jason Batykefer has been a corrections officer at the Allegheny County Jail since 2005. Corrections Officer Batykefer became the Union President in January 2019 and served as the Union Vice President for three years prior to

On May 1, 2018, the County informed the Union that vacation slots would be limited to slots available by seniority per shift, instead of across all three shifts. (FF 18). The Union and the County were unable to agree to a resolution regarding the County's proposed change in vacation selection procedure. The Union thereafter filed a grievance and the parties agreed to proceed directly to arbitration to resolve the issue. (FF 19). The arbitration hearing for the grievance was held on August 23, 2018. (FF 25).

On December 20, 2018, the arbitration award was issued, in which the arbitrator sustained the Union's grievance and concluded that "the unilaterally revised vacation selection which imposes a per shift limitation on vacation or modifies the manner in which vacations may be selected violates the collective bargaining agreement between the parties." (FF 25; FF 27). The arbitrator interpreted Article XI, Sections 4 and 7 as follows:

> The language of those provisions reserves to the [County] the authority to refuse vacation requests on an *ad hoc* basis whenever an individual employee's vacation selection might interfere with the orderly operation of the facility or, as indicated in XI.7, whenever an employee neglects to request a vacation date or a change in vacation schedules in advance. The contract language does not state that the [County], in furtherance of the orderly operation of the facility, may establish a rule which voids an existing vacation selection system and institutes a shift-based selection process. The contract language states that employees *shall be permitted* to select periods for their vacations according to County seniority provided *such selection* does not interfere with the orderly operation of the facility. That is, in each instance, County seniority will dictate vacation eligibility unless, as to that particular vacation request, granting the request will interfere with the orderly operation of the facility.
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> In addition to asserting a general reservation of rights, Article XV also states that the [County] retains and reserves any authority conferred upon it by the Commonwealth. In view of that broad a statement of authority in Article XV, it makes little sense to construe [Article] XI.4 and XI.7 in the manner the [County] has, as a further statement of management's authority. Rather, XI.4 must be construed as the statement of a benefit for bargaining unit workers: employees may select a vacation time by seniority and have that selection honored by management except in a particular instance

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becoming Union President. (FF 3). He switched vacation slots in 2018 from the first week of hunting season to Christmas week. (FF 21).

> in which a selection may interfere with the orderly operation of the facility.

(FF 28)(emphasis in original).

On January 24, 2019, Corrections Officer Jessica Novakowski requested to switch her vacation week to care for her brother. (FF 30). The scheduling captain, Captain Matthew Kohler, denied the request stating that "unfortunately we are not moving vacations this year." (FF 32). Therefore, Corrections Officer Novakowski took FMLA leave to care for her brother. (FF 33).

At the monthly meeting in February 2019, the Union asked the County why Corrections Officer Novakowski's vacation switch request was denied. Warden Orlando Harper and County Manager Stephen Pilarski stated that it was their right to end the vacation switch policy. The County did not bargain with the Union prior to eliminating the vacation switch policy nor did they offer an explanation for why the policy was being eliminated. (FF 36).

The Union filed its Charge of Unfair Practices on May 13, 2019, alleging that the County violated Section 1201(a)(1), (3) and (5) of PERA by unilaterally discontinuing the practice of permitting corrections officers to switch their scheduled vacation to another time during the calendar year. On June 7, 2019, the Secretary of the Board issued a Complaint and Notice of Hearing, directing that a hearing be held before the Hearing Examiner on August 26, 2019. After a continuance, the hearing was held on December 9, 2019, at which time all parties in interest were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. Both parties filed post-hearing briefs.

In the PDO, the Hearing Examiner concluded that the County violated its duty to bargain under Section 1201(a)(1) and (5) of PERA when it unilaterally eliminated the practice of permitting corrections officers to switch their vacation schedules. The Hearing Examiner further concluded that, based upon the December 20, 2018 grievance arbitration award interpreting Article XI.4 (vacation selection) and Article XI.7 (changes to vacation selection) of the CBA, the County did not have a sound arguable basis for interpreting Article XI.7 in a manner to eliminate the vacation switching policy for the entire bargaining unit. The Hearing Examiner additionally held that the County committed an independent violation of Section 1201(a)(1) of PERA because its unilateral elimination of allowing vacation switching shortly after the issuance of the December 20, 2018 arbitration award constituted interference with, and coercion of, the corrections officers' protected right to participate in grievance arbitration.[2] By way of remedy, the Hearing Examiner ordered the County to immediately return to the *status quo ante* and make whole any bargaining unit members who were affected by the County's actions.

Initially, the County did not file an exception to the Hearing Examiner's decision that the County committed an independent violation of Section 1201(a)(1) of PERA. 34 Pa Code § 95.98(a)(3)("[a]n exception not

[2] The Hearing Examiner also concluded that the County did not violate Section 1201(a)(3) of PERA because the evidence did not support a finding of unlawful animus by the County when it eliminated the vacation switching policy. The Union has not filed exceptions to the Hearing Examiner's conclusion concerning its allegation under Section 1201(a)(3) of PERA.

specifically raised shall be waived."). An independent violation of Section 1201(a)(1) of PERA occurs where the actions of the employer, in light of the totality of the circumstances, would tend to be coercive of an employe's exercise of protected rights under PERA, regardless of whether employes have, in fact, been coerced. AFSCME District Council 88 v. Lehigh County, 36 PPER 159 (Final Order, 2005). Here, the Hearing Examiner concluded that the County's elimination of allowing changes to vacation schedules shortly after issuance of the December 20, 2018 grievance arbitration award upholding the parties' vacation selection process would have a tendency to coerce a reasonable employe in engaging in protected activity of filing grievances and pursuing those grievances to arbitration. The appropriate remedy for an independent violation of Section 1201(a)(1) is make-whole relief and restoration of the *status quo ante*. International Union of Operating Engineers, Local 66 v. Franklin Township, 43 PPER 139 (Final Order, 2012). The Hearing Examiner directed an appropriate remedial order for the County's violation of Section 1201(a)(1) of PERA that is unchallenged by the County's exceptions and thus, is final and binding on the County. 34 Pa. Code § 95.98(a)(3); Township of Upper Saucon v. PLRB, 620 A.2d 71 (Pa. Cmwlth. 1993).

With regard to the Hearing Examiner's conclusion that the County violated Section 1201(a)(5) of PERA, the County alleges that Finding of Fact 24 is not supported by the record.[3] For purposes of the exceptions, the Hearing Examiner's Findings of Fact will be sustained by the Board where there is substantial evidence in the record to support the finding. Pennsylvania State Rangers Association v. Commonwealth of Pennsylvania, Department of Conservation and Natural Resources, 45 PPER 1 (Final Order, 2013). Substantial evidence is such "relevant evidence as a reasonable mind might accept as adequate to support a conclusion." PLRB v. Kaufman Department Stores, 29 A.2d 90 (Pa. 1942). A review of the record shows that Article XI.4 and Article XI.7 concern vacation selection and changes to vacation schedules respectively. Additionally, both parties conceded that their agreement concerning the manner in which corrections officers may switch their vacation schedules is not contained in a written document. Therefore, the Hearing Examiner's relevant finding is supported by the record and the County's exception thereto is dismissed.

The County further alleges that the Hearing Examiner erred in concluding that it violated its duty to bargain under Section 1201(a)(5), and derivatively under Section 1201(a)(1) of PERA, with regard to the elimination of changes to vacation schedules. The Board has repeatedly held that vacation leave and the method for selecting such leave are mandatory subjects of bargaining. *E.g.* Middletown Township Police Benevolent Association v. Middletown Township, 27 PPER ¶ 27203 (Final Order, 1996)(vacation leave is a mandatory subject of bargaining); Aliquippa-Hopewell Fraternal Order of Police Lodge 26 v. City of Aliquippa, 27 PPER ¶ 27037 (Proposed Decision and Order, 1996)(method of selecting vacation leave is a mandatory subject of bargaining); *see also* Douglass Township Police Officers v. Douglass Township, 36 PPER 160 (Final Order, 2005)(where the Board has already declared the issue to be a mandatory subject of bargaining, the Board may properly rely on

[3] The Hearing Examiner's Finding of Fact 24 states that "[t]he CBA does not expressly provide for switching; it only provides for the initial selection process, and the agreement between and practice among the parties are not contained in a written document. The CBA does contain a provision that recognizes vacation changes." (PDO at 4).

those prior decisions). An employer commits an unfair practice when it makes a unilateral change in a mandatory subject of bargaining. Appeal of Cumberland Valley School District, 394 A.2d 946 (Pa. 1978); Commonwealth of Pennsylvania v. PLRB, 459 A.2d 452 (Pa. Cmwlth. 1983). The statutory obligation to negotiate mandatory subjects of bargaining "is applicable regardless of whether the collective bargaining agreement expressly mentions such benefits; whether they have been incorporated into the agreement by reference; or whether the agreement is silent on that mandatory subject of bargaining." City of Erie v. PLRB, 32 A.3d 625, 637 (Pa. 2011); *see also* Chester Upland School District v. PLRB, 150 A.3d 143 (Pa. Cmwlth. 2016) (same).

Given that matters involving vacation leave are mandatory subjects of bargaining, the County asserts that the Hearing Examiner erred in finding a unilateral change to an established past practice with regard to vacation switching. A past practice is a separate enforceable condition of employment that cannot be derived from the language in the parties' collective bargaining agreement and develops as the normal and proper response to a recurring type of situation in the workplace. County of Allegheny v. Allegheny County Prison Employees Independent Union, 381 A.2d 849 (Pa. 1977); AFSCME District Council 88 Local No. 790 v. Reading School District, 35 PPER 111 (Final Order, 2004). Here, the record shows that, since at least 2005, corrections officers were able to request a change to their vacation selection or "switch" to an open slot that became available during the year (FF 14), that in 2017, the parties agreed that vacation switching would be based on seniority (FF 16, 17), and that bargaining unit corrections officers did in fact switch vacation slots in 2018. (FF 20, 21). Thus, the Hearing Examiner properly found that the parties developed a practice by which the corrections officers could be granted a change to their vacation schedules under Article XI.7 on a seniority basis.[4]

Nevertheless, the County claims that Article XI.7 of the CBA, which states that "[t]o assure orderly operation of the prison, all vacations and changes in proposed vacation schedules must be requested in advance and have the approval of the Warden or his designee", affords the County a contractual privilege to discontinue the past practice of allowing corrections officers to request a change in vacation scheduling. Citing Allegheny County, *supra.*, the County further argues that the management rights clause under Article XV in the parties' CBA (as amended in 1997), authorizes the County to eliminate the corrections officers' ability to change their vacation schedules. However, Allegheny County concerned whether the alleged past practice drew its essence from the parties' contract in the context of a grievance arbitration proceeding and not whether the county had a duty to bargain over the elimination of a past practice in an unfair practice proceeding before the Board. *See* City of Erie, *supra.*(a mandatory subject of bargaining is negotiable even where it is not mentioned in an agreement). Further, in this case, as found by the Hearing Examiner the past practice of corrections

[4] There is no dispute that corrections officers could request a change to their vacation schedules only once per calendar year. Further, there is no indication in the record, or by the Union, that the vacation switching policy abrogates the requirements in Article XI.7 that requests for changes in vacation schedules must be made in advance and approved by the Warden. Rather, the vacation switching policy effectuates the manner in which the officers can make their requests to change their vacation schedules.

officers requesting changes to their vacation schedules was applied through 2018, post-dating the effective date of the 2014-2019 interest arbitration award. Thus, the County's elimination of vacation changes in 2019 repudiated the provision in Article XI.7 of the CBA that permits corrections officers to request changes to their vacation schedules.

Therefore, the County contends that the issue here centers around whether Article XV, as amended in 1997, and Article XI.7 permits the County to discontinue allowing any of the corrections officers from changing or "switching" their vacation schedules. Contrary to the County's assertions, the "sound arguable basis" analysis is not applicable to "an action that attempts to expand contractual terms through unilateral adoption of managerial policies that are not in response to a specific contractual claim and have unit-wide application." Chester Upland School District, 150 A.3d at 154 (*quoting*, Wilkes-Barre Township v. PLRB, 878 A.2d 977, 983 (Pa. Cmwlth. 2005)). Instead, where there is a unit-wide change in policy affecting a mandatory subject of bargaining, the analysis is one of waiver of the statutory right to bargain. In order to find a waiver of bargaining rights, the language relied upon by the public employer must show a clear and unmistakable waiver acceding to unilateral action regarding the subject matter at issue. Teamsters Local Union No. 205 v. Munhall Borough, 40 PPER 76 (Proposed Decision and Order, 2009), 40 PPER 102 (Final Order, 2009); *see* Port Authority Transit Police Association v. Port Authority of Allegheny County, 39 PPER 147 (Final Order, 2008)(requiring proof of language in the contract that supports the employer's claimed right to act unilaterally regarding a specific subject matter).

The management rights clause in Article XV of the CBA provides as follows:

> The County retains and reserves unto itself all inherent, statutory and other powers, rights, authority, duties and responsibilities of its management status-including but not limited to those of operating, manning and securing its facilities, hiring, scheduling, directing, supervising and, for just cause, disciplining and discharging its employees-which are not expressly modified or restricted by any specific and enforceable terms or conditions of these Agreement provisions.

(Joint Exhibit 1). Upon review, the management rights clause in the parties' CBA does not demonstrate a clear and unmistakable waiver by the Union of its right to bargain over changes in Article XI.7 of the CBA, or to the corrections officers' right to request a change in vacation schedules. Instead, the County repudiated Article XI.7's provision that "all vacations and changes in proposed vacation schedules must be requested in advance and have the approval of the Warden or his designee" by specifically stating that it would not grant any requests for vacation changes throughout the year regardless of whether those requests were made in advance and did not affect the orderly operation of the prison.

As discussed by the Hearing Examiner, the facts of this case are legally and virtually indistinguishable from FOP White Rose Lodge 15 v. City of York, 50 PPER 17 (Proposed Decision and Order, 2018). In City of York, the city argued that it had a contractual privilege to unilaterally implement a bargaining unit wide policy limiting the use of sick leave for the care of

a family member under the Family and Medical Leave Act (FMLA) to 120 hours. The language in the parties' collective bargaining agreement provided that sick leave may be granted at the discretion of the Police Commissioner or Police Chief to care for a family member under the FMLA. In dismissing the city's contractual privilege defense the Hearing Examiner stated as follows:

> The contractual language at issue cannot be read as giving management the authority to issue a bargaining unit wide policy capping the use of sick leave for this purpose at 120 hours or approximately three weeks for every single officer, especially where the longstanding past practice was to allow the use of 12 weeks of sick leave in such instances. *See County of Allegheny v. Allegheny County Prison Employees Independent Union,* 381 A.2d 849, 855 (Pa. 1978) (reliance on past practice is permissible to clarify ambiguous language in the collective bargaining agreement, to implement general contract language, or to show that a specific provision in the contract has been waived by the parties). By doing so, the City was not merely applying contractual language to permit, deny, or limit a request for sick leave to care for a family member in an FMLA qualifying event. Rather, the City has unilaterally prescribed a certain meaning to the contractual language that is applicable to all bargaining unit members, in violation of its bargaining obligations. *See Wilkes-Barre Twp.*, supra, at 983 (the Board astutely observed a distinction between an employer's application of the terms in a collective bargaining agreement, which must have a sound basis in the contract, and an action that attempts to expand contractual terms through unilateral adoption of managerial policies that are not in response to a specific contractual claim and have unit-wide application). Indeed, the City has implemented a policy, which effectively eliminates discretion for sick leave to cover FMLA absences to care for a family member.

As stated in City of York, the Board distinguishes between individualized application of the contract terms that has a sound arguable basis in the contract, and an action by the employer that transcends the contract and constitutes an attempt to expand contractual terms through unilateral adoption of managerial policies which are not in response to a specific claim under the contract and have unit wide application. Wilkes-Barre Township, *supra*. The County here is not merely applying the contract language in denying a request for a change in vacation for a particular corrections officer, but is undertaking a unilateral effort to prescribe certain meaning to the contractual language applicable to all bargaining unit members to eliminate a provision of the CBA in violation of its bargaining obligations.

As correctly found by the Hearing Examiner, when the County stated that it would no longer permit vacation changes, it was repudiating the

corrections officers' rights under Article XI.7 of the CBA to request a change in vacation schedules.[5] By discontinuing the practice of individually reviewing corrections officers' requests for vacation changes under Article XI.7, the County violated Section 1201(a)(5) of PERA by repudiating Article XI.7's provision that "all vacations and changes in proposed vacation schedules must be requested in advance and have the approval of the Warden or his designee." *See* Chester Upland School District, *supra.*

The Board's determination is further supported by the arbitrator's decision in the December 20, 2018 grievance arbitration award. The County argued before the arbitrator that Article XI.4 and Article XI.7 of the CBA retained its authority to modify the vacation scheduling process in the interest of the orderly operation of the prison. In response to the County's argument, the arbitrator held that "[t]he language of [Article XI.4 and Article XI.7] reserves to the [County] the authority to refuse vacation requests on an *ad hoc* basis whenever an individual employee's vacation selection might interfere with the orderly operation of the facility or, as indicated in XI.7, whenever an employee neglects to request a vacation date or a change in vacation schedules in advance." Therefore, contrary to the County's assertion, the arbitrator concluded that the language in Article XI.7 was to be applied on an individual basis and could not be utilized to totally revoke the corrections officers' rights under Article XI.7. As such, the 2018 grievance arbitration award supports the conclusion here, that the County's total revocation of the corrections officers' ability to be granted a vacation change amounts to a clear repudiation of Article XI.7 of the CBA.

After a thorough review of the exceptions and all matters of record, the Hearing Examiner properly concluded that the County violated its duty to bargain under Section 1201(a)(1) and (5) of PERA when it unilaterally eliminated the practice that allowed corrections officers to be granted a change in their vacation schedule, thereby repudiating Article XI.7 of the CBA. Additionally, no exceptions have been filed to the Hearing Examiner's conclusion that the County independently violated Section 1201(a)(1) of PERA by repudiating Article XI.7 of the CBA shortly after the Union's successful grievance arbitration concerning the vacation scheduling process under Article XI of the CBA, or to the Hearing Examiner's remedial make-whole relief and restoration of the *status quo ante* for the County's unfair

[5] The County relies on the decisions in McCandless Police Officers Association v. Town of McCandless, 41 PPER 38 (Proposed Decision and Order, 2010) and Abington Heights Education Association v. Abington Heights School District, 37 PPER 144 (Proposed Decision and Order, 2006) to support its contractual privilege defense. Both cases concerned similar language in their respective collective bargaining agreements giving discretion to the employer to approve or deny changing of shift assignments, Town of McCandless, and conference leave, Abington Heights School District. However, in both cases, the employer's denial concerned an individual employe's request to change their shift assignment or use of conference leave, and was not an absolute elimination of the employes' right to request such a change or leave. Thus, the County's reliance on these cases is unavailing as the facts here demonstrate the County's total elimination of the right of the corrections officers to change their vacation schedules and not utilization of its discretion to deny a vacation change request on an individual basis.

practice under Section 1201(a)(1) of PERA.[6] Accordingly, the Board shall dismiss the exceptions and make the Proposed Decision and Order final.

In view of the foregoing and in order to effectuate the policies of the Public Employe Relations Act, the Board

HEREBY ORDERS AND DIRECTS

that the exceptions filed by Allegheny County are hereby dismissed, and the June 25, 2020 Proposed Decision and Order be and the same is hereby made absolute and final.

SEALED, DATED and MAILED at Harrisburg, Pennsylvania pursuant to conference call meeting of the Pennsylvania Labor Relations Board, James M. Darby, Chairman, Albert Mezzaroba, Member, and Gary Masino, Member this fifteenth day of December, 2020. The Board hereby authorizes the Secretary of the Board, pursuant to 34 Pa. Code 95.81(a), to issue and serve upon the parties hereto the within Order on December 18, 2020.

[6] Neither the Board's decision, nor the Hearing Examiner's remedial relief, requires the County to approve all requests for changes to the corrections officers' vacation schedules. Rather, the County may deny such requests, pursuant to Article XI.7 on an individual basis if the request is not made in advance or would affect the orderly operation of the prison.

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

ALLEGHENY COUNTY PRISON EMPLOYEES INDEPENDENT UNION	:	
v.	:	Case No. PERA-C-19-113-W
ALLEGHENY COUNTY	:	

AFFIDAVIT OF COMPLIANCE

Allegheny County hereby certifies that it has ceased and desisted from its violations of Sections 1201(a)(1) and (5) of the Public Employe Relations Act; that it has restored the *status quo ante* regarding the vacation switching policy; that it has made Corrections Officer Novakowski and other bargaining unit members whole; that it has posted a copy of the Proposed Decision and Order and Final Order as directed; and that it has served a copy of this affidavit on the Union at its principal place of business.

_____
Signature/Date

_____
Title

SWORN AND SUBSCRIBED TO before me
the day and year first aforesaid.

_____
Signature of Notary Public