In the Matter of the Arbitration Between

WEGMANS FOOD MARKETS, INC.

Company,

-and-

THE BAKERY, CONFECTIONARY, TOBACCO WORKERS AND GRAIN MILLERS INTERNATIONAL UNION, LOCAL 116,

([redacted] [redacted] Grievant),

Union.

OPINION

AND

AWARD

Before: MICHAEL S. LEWANDOWSKI, Impartial Arbitrator

Appearances:

For the Company: David Kresock, Esq.
Harter, Seacrest & Emery, LLP

For the Union: Jules Smith, Esq.
Blitman & King, LLP

On June 29, 2015, Wegmans Food Markets, Inc. ("Company") terminated the employment of Bakes Shop Worker [redacted] [redacted] ("Grievant") asserting that Ms. [redacted] had excessive absenteeism including "no call/no show" on May 7, 10, 11, 12, 13 and 14, 2015. The Bakery, Confectionery, Tobacco Workers and Grain Millers International Union, Local Union Number 116, ('Union") filed a timely grievance in response to the termination. The grievance was processed without resolution and ultimately the parties agreed to submit the dispute to an

arbitrator. Pursuant to the collective bargaining agreement ("Agreement") between the parties, the undersigned was designated arbitrator.

In accordance with the above designation, a hearing was conducted in Rochester, New York on January 6, 2016. The parties were accorded a full and fair hearing including the right to present witnesses for examination and cross-examination, the right to introduce documentary and physical evidence and the right to make arguments in support of their respective positions in this matter.

At the conclusion of the hearing, the parties agreed to submit written closing arguments, which were received via email on February 5, 2016.

## ISSUE

At the hearing, the parties stipulated to submit the following issues to arbitration.

1. Did the Company have just cause to terminate the Grievant's employment?

2. If not, what shall the remedy be?

**SUMMARY OF THE EVIDENCE**

The record before me shows that the Grievant has been employed by the Company since 2003.

Director of Bake Shop Operations, Scott Young, testified that the collective bargaining agreement ("Agreement") between the Union and the Company contains an article that specifies the call in procedure to be used by employees who cannot come to work or who come to work late. The Agreement also contains an absence and tardiness procedure that sets forth a schedule of discipline based on the number of absences/tardiness's. Mr. Young stated that attendance is very important to the Company since employee absences can cause product shortfalls thus stores may run short of baked goods.

Young said Ms. [redacted] called in concerning her need to miss her work shift of May 6, 2015 stating she had been arrested. She did not call in on May 7, 10, 11 or 12. These absences were no show/no call absences thus according to the Attendance provisions of the collective bargaining agreement at Article 31, Call In Procedure and Article 32, Absence and Tardiness – Disciplinary Procedure Ms. [redacted] accumulated sufficient attendance infraction points to suffer termination. The Grievant was scheduled to work on May 13, 14, 2015 but she did not report for those days. She had been terminated after the May 12th absence.

According to Article 32, "each instance of no call/no show will result in two (2) infraction points." The clause also specifies that accumulating eight (8) points in a contract year "will result in immediate termination of employment."

Mr. Young testified that the Company did speak with Ms. [redacted] via telephone on May 15, 2015. In that conversation the Company was told that the Grievant was arrested and jailed on May 6, 2015; charged with 3rd Degree Arson and released without bail on May 14, 2015. She was scheduled for trial in July 2015.

Young said that the collective bargaining agreement at Article 32 contains agreement that employees would be subject to a point driven attendance procedure and the Grievant's absences reached the point where she was properly terminated under the provision. Her absences were not due to medical reasons. The Company considered the reason she was in prison but in the end it was her failure to meet the call in procedures and the resultant number of points that provided the reason for her termination.

On cross-examination, Mr. Young acknowledged that the Company employs numerous employees who can fill in for unexpected absences. He could not identify any delays caused by Ms. [redacted] absence. He also acknowledged that

Ms. [redacted] called in well in advance of her shift on May 6, 2015. Further, he admitted that based on Ms. [redacted] May 6th call the Company knew she would be off for some time. He then said the Company was unsure of how long [redacted] would be off work because she could have been released at any time.

Mr. Young said he was aware that Ms. [redacted] niece had asked the Company to take Ms. [redacted] off the schedule for the rest of the week but "we do not take employees off the schedule without a reason such as a leave of absence." Further, while the parties during their negotiations leading to the agreement of Article 32 discussed multiple day, same instance absences due to illness being considered one occurrence of absence, this was not an absence due to illness.

Additionally, You acknowledged that while the Company did issue lower level penalties in accordance with Article 32 Ms. [redacted] never saw the warnings nor served the suspensions because the warnings and notices of suspension were not delivered to her; she was in jail.

But for this absence, [redacted] was considered a good employee.

[redacted] [redacted] testified that she has worked for the Company since 2003. She acknowledged knowing about the attendance and call in procedures and the penalties contained therein.

Ms. [redacted] said that when she got home at 7:30 a.m. on May 6, 2015, there was a knock at the door and when she opened the door 5 Marshalls were standing there. The Marshalls told her a judge wanted to talk with her. When she asked why she was told they had a sealed indictment. Ms. [redacted] then called her niece and asked her to come get her 4-year-old son. When her niece came to her house, she told her niece she had to go downtown. [redacted] asked the Marshalls how long this would take and the Marshalls said if she hurried the judge would see her right away. She then called the Company and advised them what was happening and that she would not be in work that evening. The call was made about 10 a.m.

[redacted] said she did not then know that she was going to jail. When she went downtown, she was taken to jail. Her niece came to visit her that afternoon. [redacted] told her niece it did not look like she would be let go that day so she asked the niece to let the Company know she was in jail and that [redacted] did not know how long she would be in jail. She also asked her niece to request the Company to take her off the schedule. [redacted] said she did not know

how long she would be kept. [redacted] said she could not make any but collect calls from jail so she could not call the Company's line.

The following Monday; [redacted] saw the judge but because she did not have a lawyer her case could not go forward. She was put back in jail. She went back to court at 9 p.m. on May 14, 2015 and was released without bail.

The next days, she called the Company and was told that since she exceeded 8 points she could not come back to work. [redacted] told the Company she has worked since 2003 and never had a no-call/no-show before. She said she would have called from jail if she could have done so. Ms. [redacted] said that when she spoke with the Company on May 15th she reminded the Company she asked to be taken off the schedule yet did not receive an answer to her request.

Finally, [redacted] testified that she is taking classes in college but is able to continue working for the Company. Her criminal charges have been resolved, she is now on probation.

On cross-examination, Ms. [redacted] acknowledged that she did not call Wegmans each day after the initial call. She also said the she later set up an account at the jail with her niece. She could have contacted Wegmans and asked

Wegman's to set up a similar type account if she could have called the Company.

She stated that she plead guilty to insurance fraud and will be sentenced but she was told she would be put on probation.

## POSITION OF THE PARTIES

The Company asserts it had just cause to terminate the Grievant.

The facts in this matter are not in dispute. They show the Grievant accumulated the requisite number of points necessary to suffer termination. The central issue for the Arbitrator's consideration is whether these undisputed facts support the conclusion that the Employer has applied the terms of the CBA consistent with its plain language, and had just cause to terminate the Grievant's employment. This arbitration involves a straightforward termination case under what is often referred to as a "no-fault attendance policy." Arbitrators have differed on whether the just cause standard applies to a case involving termination under a no-fault attendance policy. Most arbitrators apply the just cause standard and conclude that an employer's imposition of discipline in compliance with a no-fault attendance policy is sufficient to establish just cause. In the present case, the Employer and the Union have ***expressly*** agreed that termination is the required

level of discipline for an employee who incurs eight infraction points in a contract year. Joint Exhibit 1, p. 27. As a result, there can be no doubt that the Employer has "just cause" when it imposes such a termination. Further, the facts clearly show the Grievant incurred more than eight 98) infraction points and was thus properly terminated. It is undisputed that the Grievant was scheduled to work May 6,7,10,11,12,13 and 14, 2015. It is undisputed that she was absent from work because she was in jail from May 6, 2015 to May 14, 2016 and the absences were not medically related. The Grievant followed the call-in procedure on May 6, 2015, and was a "no-call/no-show" for each of the remaining days. As required by Article 32, the Employer assessed one infraction point for the May 6 absence, and two infraction points for each absence between May 7 and May 12. Company Exhibit 2. By May 12, 2015, the Grievant had been assessed more than eight (8) infraction points. Under Article 32, being assessed eight infraction points "in any Agreement year will result in ***immediate termination of employment*** with the Union Steward present." Joint Exhibit 1, p. 27 (emphasis added). Accordingly, as of May 12, 2015, the Grievant's attendance record warranted termination under Article 32 of the CBA. Had she not been subject to termination based upon infraction points incurred through May 12, 2015, the Grievant would also have incurred additional points (and additional discipline) for her no-call/no-show absences on May 13 and May 14, 2015.

The Union produced no evidence or witness to contradict the Company's calculation of the Grievant's accumulated infraction points.

Finally, the Company asserts that the Union's argument would require the arbitrator to re-write the collective bargaining agreement. The Employer's decision to terminate the Grievant based upon infraction points incurred under Article 32 was non-discretionary and consistent with the requirements of the CBA. Article 32 unambiguously states essentially that each unscheduled absence will result in one infraction point and each instance of no-call/no-show will result in two infraction points. The Union argues that the Grievant's absences and failures to follow the call-in procedure should be excused and/or consolidated because she followed the call-in procedure in Article 31 on the first day of her absence, and thereafter was incarcerated and unable to call the Employer. Contrary to the arguments presented by the Union's counsel, on cross-examination the Grievant acknowledged that communication from jail was possible and she did ***not*** attempt to establish an account that would permit communication with the Employer.

There is absolutely no merit to the Union's arguments, and upholding the Union's position would require the Arbitrator to re-write the collective bargaining agreement.

First and foremost, the Union's assertions fundamentally contradict the plain language of the collective bargaining agreement. The call-in procedure set forth in Article 31 requires each employee to use the Employer's call-in line "at least one hour before their scheduled starting time ***each day that they are to be absent.***" Joint Exhibit 1, p. 25 (emphasis added). Article 31 provides only one exception to the call-in requirement: An employee need call-in only on the first day of an "absence that the employee knows will be multiple, consecutive days, ***and all of which are supported by a statement from the employee's health care provider.***" *Id.* (emphasis added). Had the parties intended to establish additional exceptions to the daily call-in procedure, they would have included such exceptions in the CBA. Yet the Union's argument would require the Arbitrator to read a second exception into the CBA, and require the Arbitrator to conclude that an employee need call-in only on the first day of an absence resulting from incarceration. Such an argument is simply contrary to the established principles of contract interpretation and the intention of the parties as clearly articulated in the collective bargaining agreement.

It is significant that the Union presented absolutely no testimony or documentary evidence to suggest that the

collective bargaining agreement is ambiguous and the Arbitrator should interpret or apply the CBA contrary to its plain language (in spite of the presence of three Union officials at the hearing). Indeed, the Company's witness, Mr. Young, was the ***only*** witness to testify regarding the meaning and application of the collective bargaining agreement. As a result, his testimony in the record stands undisputed.

Moreover, the only provision that permits consolidation of unscheduled absences is clearly inapplicable to this case. In order to consolidate consecutive unscheduled absences, an employee must satisfy the following two criteria: (1) the employee must provide a written medical excuse within 48 hours of returning to work; ***and*** (2) the employee must properly follow the Article 31 call-in procedure. *Id.* The Union has presented absolutely no evidence to suggest that the Grievant satisfied these criteria. As a result, the Union's arguments under Article 32 would also require the Arbitrator to re-write the collective bargaining agreement and craft a second exception for consecutive unscheduled absences resulting from incarceration. Such additions to the collective bargaining agreement are respectfully beyond the Arbitrator's authority.

In addition, the parties' bargaining history does not support the Union's assertions. During the hearing, Mr. Young testified that he served as a member of the Employer's bargaining team, and that the parties discussed consolidating absences under Article 32 only for medically related reasons, as stated in the collective bargaining agreement. Mr. Young further testified that the Employer has applied Articles 31 and 32 according to their express terms and as such, the Grievant's absences and "no-call/no-show" incidents warranted termination. Although it had three Union officials available to testify, the Union did not offer any testimony or evidence to contradict Mr. Young's explanation regarding either the parties' bargaining history or the interpretation and application of the Agreement. As a result, there is absolutely no evidence to support any conclusion other than an application of the clear and unambiguous language of the Agreement, as established by the Employer. Under the "plain meaning rule," there is simply no room for interpretation of the parties' agreement and the Arbitrator must give effect to the plain meaning of the language set forth in the Agreement.

Finally, the Grievant's incarceration and work history are not mitigating factors in this case. The Agreement calls for "immediate termination" of the Grievant once the Grievant incurs eight infraction points in a contract year.

Based on the express language in the Agreement, the Employer must apply the penalty without regard to any mitigating factor. Indeed, such mitigating factors are fundamentally inconsistent with the type of "no-fault" attendance policy upon which the parties have expressly agreed. The Union's efforts to persuade the Arbitrator to consider mitigating factors constitutes yet another attempt to rewrite the terms of the Agreement and enforce terms that are contrary to the plain language of the agreement of the parties.

The parties' use of clear and unambiguous language in Articles 31 and 32 leaves no room for interpretation. Therefore, the Union's argument – that the Grievant's absences should in some way be consolidated to reduce her number of infraction points – must fail.

In summary the Company asserts it had just cause to terminate the Grievant and petitions the arbitrator to dismiss the grievance.

The Union asserts the Company lacked just cause to terminate the Grievant. Compliance with the so-called "no fault" policy does not permit an employer to circumvent the contractual requirement that discipline be supported by just cause.

To satisfy the just cause requirement in incarceration cases, the reasons underlying an employee's absence and any unique mitigating circumstances are relevant and must be considered.

Wegmans lacked just cause because Ms. [redacted] made reasonable efforts under the circumstances to provide Wegmans with proper and timely notice of her absence, and the practical impact of the notice she provided was no different than had she utilized the designated call-in procedure. Moreover, to the extent that operations were impacted by her absence – and it is the Union's firm position that operations were not impacted – such impact was, at most, as the Company admits, *de minimis*. The Grievant has a good work record, twelve (12) years seniority and not history of absenteeism or discipline. She must be reinstated to her position with back pay and benefits.

While absences caused by incarceration may violate the literal terms of the contractual attendance policy, just cause to discharge does not exist where the incarcerated employee made reasonable effort to keep the employer informed of her situation. Arbitrators have excused failure to adhere to a strict call-in procedure where an incarcerated employee provided the company with notice through a family member or coworker.

Moreover, failure to utilize a designated call-in procedure is not just cause for termination where it is impossible for an incarcerated employee to routinely access a telephone to call his employer (see G&K Services, Inc.).

Following her arrest on May 6, 2015, the Grievant took immediate action to notify the Company that she would be absent from work on the evening shift. She also asked to be taken off the schedule for the remainder of the week. Because she properly utilized the call-in procedure far more than the required one hour in advance of her shift, the Company assessed only 1 infraction point for May 6, 2015. Notably, at the time of her request, Ms. [redacted] had an unused personal day which, pursuant to the collective bargaining agreement may have been used in lieu of an unscheduled absence to avoid accruing an infraction point but the Company nevertheless charged the Grievant with an unscheduled absence purportedly because Ms. [redacted] did not specifically request the use of a personal day though that requirement is noticeably absent in the Agreement.

Between May 7-14, 2015, the Grievant was unable to utilize the call-in procedure as she could only make collect calls from jail for which the recipient was required to accept the charges. Ms. [redacted] instead provided continued notice of her absence to the Company

through her niece and fellow Wegmans Bake Shop worker, Ms. Christian.

Ms. Christian met with Company Employee Representative Matt Goodwinand informed him [redacted] had been arrested. She told Goodwin that Ms. [redacted] was asking to be taken off the schedule for the remainder of the week clearly stating [redacted] would not be reporting to work.

Despite being fully aware that Ms. [redacted] was unable to report to work, the Company nevertheless treated her as a no-call/no-show under the absenteeism procedure and charged her two (2) attendance infraction points for May 7-14, 2015. The Company then claimed Ms. [redacted] had accrued a total of 13.5 attendance points and arbitrarily and unreasonably terminated her.

Instead, the Company should have acknowledged the notice provided by the Grievant as the only practicable form of notice under the circumstances. The impact of her absence was the same as it would have been had she utilized the call-in procedure.

Had the Company accepted the notice Ms. [redacted] provided, which was reasonable and adequate Ms. [redacted] would have accumulated 7.5 attendance infraction points by May 14, 2015, an insufficient sum for which to terminate

her employment under the attendance procedure. Accordingly, the Company's assessment of 2 attendance infraction points against Ms. [redacted] from May 7-14 was arbitrary and unreasonable thus her termination lacked just cause.

Finally, the Union asserts that the Company lacked just cause to terminate the Grievant because she had a good service record and no prior history of absenteeism thus making the penalty assessed here excessive. This is a twelve-year employee with a good work record. She has been described by the Company as "reliable," "hard working" and "a great team player." She was as confirmed by the testimony of Director of Bakeshop Operations Scott young, a good employee.

It is also noted that all but ½ of the attendance infraction points Ms. [redacted] accumulated were for this one instance of absence due to incarceration. This is not a case where Ms. [redacted] abused or manipulated the employer's attendance program by running up absences. Prior to this instance, Ms. [redacted] was neither chronically absent nor cavalier towards her attendance obligations. Moreover, as noted earlier, she made every reasonable effort to comply with the terms of the attendance procedure and keep the Company apprised of her situation. She is therefore entitled to leniency.

The Union petitions the arbitrator to order the Grievant be reinstated with full back pay and benefits.

## DISCUSSION AND ANALYSIS

The parties have properly agreed that the issue in this matter is whether the Company had just cause to terminate the Grievant.

This matter varies from other many disciplinary disputes in that the parties have essentially contractually agreed to what criteria is to be used to satisfy the just cause standard. Specifically, when it comes to attendance and tardiness, the parties contractually agreed to express language in Article 32, ABSENCE AND TARDINESS – DISCIPLINARY PROCEDURE that provides for an infraction point schedule wherein an employee is given set points for unscheduled absences. One (1) infraction point is given for each unscheduled absence where an employee properly calls in. Two (2) points are given in those instances where the employee take unscheduled time off without calling in accordance with Article 31 CALL IN PROCEDURE.

Article 32 contains a series of progressing penalties including warnings and suspensions and at eight (8) infraction points within an "Agreement year" an employee "will" suffer "immediate termination of employment."

The above agreement is not totally unusual in the world of work. Such a procedure is commonly called a "no fault attendance and disciplinary procedure." Such a no fault procedure gives the employer great control over employees who are habitually absent from work. Testimony at the instant hearing and indeed the words of the collective bargaining agreement confirm that "consistent attendance is an essential requirement of every job in the Bake Shop." No fault attendance procedures do much to guarantee good attendance and also take management out of the role of having to consider the merits or lack thereof of the reasons for each and every unscheduled employee absence. Disputes over whether a manager made the right call or not simply go away since generally there is no management discretion to approve or deny any unscheduled absence as legitimate or not legitimate.

Here there is simply no dispute in fact that Ms. [redacted] was off work during the time in question. There is

no dispute that the Grievant did not know the rules. She admits to being aware of Article 32 and that no doubt played a large role in her attempts to inform the Company of the reasons for her absence.

I stated above that no fault attendance disciplinary procedures give management a significant tool to control absenteeism. I must also point out that the ceding by the Union to management of the right to discipline and terminate employees without consideration of the reasons for an unscheduled absence also carries with it the responsibility of management to apply a no fault attendance disciplinary procedure in a fair and reasonable manner.

It is also abundantly clear that all such no fault procedures that carry an extra penalty for a no-call/no-show absence contains such extra penalties because the employee who does not notify an employer of his/her absence imposes an additional burden on the employer. Thus there is a reason for the extra penalties associated with no-call/no-show. The main intend of such language and penalty is to prompt the employee to inform the employer of a need to be absent.

In the instant matter, the evidence shows that Ms. [redacted] was incarcerated on May 6, 2015. She called in her need to be absent well in advance of the required time to call in but because this was an unscheduled absence, she was rightfully charged one (1) attendance infraction point.

Each day thereafter, Ms. [redacted] was charged 2 attendance infraction points because she did not call in each day. As soon as eight points had accumulated, she was terminated and could not have reported to work thereafter even if she was able to do so. Based on this fact, no absence after May 12, 2015 may be held against her.

I further find that the facts before me show that the Company exercised its interpretation of Articles 31 and 32 in an unreasonable and unfair manner. "Standard contract jurisprudence holds that every contract imposes upon each party a duty of good faith and fair dealing in its performance of enforcement." *Elkouri and Elkouri, How Arbitration Works,* 478, 2003. "The implied covenant of good faith and fair dealing is similar to the principle of reason and equity and is deemed to be a part of every collective bargaining agreement. Indeed, this implied covenant is sometimes referred to as the doctrine of

reasonableness." *Id.* "The covenant serves as the basis for the proposition that managerial discretion must be exercised reasonably." Id. at 480.

While the Company does not have to use discretion to decide the legitimacy of absences, it must still use discretion to determine if a failure to call using the prescribed procedure was unavoidable and/or resulted in lack of notice.

Here, the facts show that the Grievant could not reasonably be expected to call the Company each and every day from jail. Here, the facts show that Ms. [redacted] made reasonable attempts to keep the employer informed. Here, the evidence shows Ms. [redacted] thru her niece not only told her employer that her absence would be for more than one day but attempted to get herself removed from the work schedule for the remainder of the workweek at issue to mitigate her inability to call. No such request to be taken off the schedule for the remainder of the workweek would be necessary if Ms. [redacted] was simply reporting she would be off work for one day.

None of the above facts are refuted by the Company. In fact, Mr. Young testified that when the Company was informed of Ms. [redacted] absence on May 6, 2015, the Company knew "she would not be back to work for some time." While the Company did not know when Ms. [redacted] would return to work, it was clear this would not be a one-day absence.

Given the above, the Grievant constructively complied with Article 31. She used the only means reasonably available to her to let the Company know she would be off work for some time, not just one day. Mr. Young acknowledged this when he testified the Company knew she would be off work for some time.

As the Union asserts, this is not a case of a time abuser avoiding or manipulating the time off reporting system. The attempted to advise the Company she would be off work for reasons beyond her control but did not know for how long she would be absent.

This is a matter in which the Company simply refused the message because it did not come in the form of a daily phone call. Under the circumstances it is unreasonable for

the Company to reject the attempt by the Grievant to comply with Article 31. This is form over substance where substance was not reasonably available.

Further, the Company was so quick to blindly apply Article 32 that it did not even consider one day where the Grievant did not call in as a simple unscheduled absence as opposed to a no-call/no-show absence despite knowing as Mr. Young admits that the Grievant would not be returning to work "for some time." Instead, the Company imposed the maximum amount of attendance infraction points and immediately terminated Ms. [redacted] when she reached eight.

While the contract does provide for immediate termination after eight infraction points, it cannot be fairly interpreted to mean the no-call/no-show penalty is to be applied where the Company clearly knows the Grievant is in a situation where compliance with the call-in procedure is near impossible. Even given Mr. Young's position that the Company was unsure how long Ms. [redacted] would be off work, she could have been released the next day, the facts show that the Company did not expect her to return to work the next day given the notice Ms. [redacted] provided thru her niece. Yet, the Company applied two

attendance infraction points starting the next day, May 7, 2015.

Moreover, this is not a case where an employee was incarcerated for an extended period of time. The Company is justified in applying one point for each unscheduled day of absence due to Ms. [redacted] incarceration. Had she remained off work beyond the number of days specified in the Attendance procedure without the application of the no-call/no-show penalty she would be subject to termination however the Company in my opinion misapplied the no call penalty and then stopped the clock by terminating the Grievant when it did.

Given that I here find that the Company arbitrarily and capriciously chose to disregard the notice of need for continued absence by Ms. [redacted] I find that the Company's termination of Ms. [redacted] was without cause.

As remedy for the above, within 15 days of the issuance of this award, Ms. [redacted] is to be reinstated with full back pay and benefits less any suspensions that would have been imposed under Article 32 had the Company not applied the no call penalty points to the absence at

issue here and less any earnings including unemployment benefits the Grievant received during her period of termination.

**AWARD**

The Company did not have just cause to terminate the Grievant's employment.

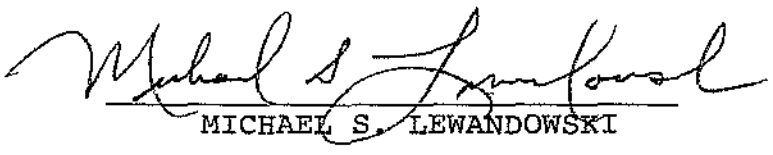
As remedy for the above, within 15 days of this Award, Ms. [redacted] is to be reinstated with full back pay and benefits less any suspensions that would have been imposed under Article 32 had the Company not applied the no call penalty points to the absence at issue here and less any earnings including unemployment benefits the Grievant received during her period of termination.

**AFFIRMATION**

STATE OF NEW YORK )
) ss.:
COUNTY OF ERIE )

I, MICHAEL S. LEWANDOWSKI, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my award.

Date: February 14, 2016



MICHAEL S. LEWANDOWSKI