

#1342

DECISION AND AWARD OF ARBITRATOR
CASE NOS. ~~15-03-960813-0064-07-15~~ & ~~15-03-961122-0101-07-15~~
~~15-03-961122-0101-07-15~~ & ~~15-03-960813-0064-07-15~~

In The Matter Of Arbitration Between:

THE STATE OF OHIO)
DEPARTMENT OF HIGHWAY SAFETY,)
DIVISION OF THE OHIO HIGHWAY)
PATROL)
)
-AND-)
)
THE FRATERNAL ORDER OF POLICE)
OHIO LABOR COUNCIL, INC.)
(UNIT 15))

APPEARANCES

For The State

Robert J. Young	Advocate/Lieutenant
Robert W. Booker, Jr.,	Co-Advocate/Staff Lieutenant
Heather Reese	Office of Collective Bargaining
Lt. Andrew J. Stritmatter	Post Commander

For The Union

Herschel M. Sigall, Esq.,	Counsel
Bob Stitt	Grievant

BEFORE ALAN MILES RUBEN, ARBITRATOR

Cleveland-Marshall College of Law
Cleveland State University
1801 Euclid Avenue
Cleveland, OH 44115
Tele: (216) 687-2310
Fax: (216) 687-6881

PRELIMINARY STATEMENT

The undersigned was appointed Arbitrator by the parties from the permanent panel to hear and decide the within dispute over the refusal of the Department to approve two of Sergeant Robert K. Stitt's timely requested vacation days on the ground of "operational necessity."

At the direction of the parties the arbitral hearing was held in Columbus, Ohio on November 18, 1998.

Thereat, the jurisdiction of the Arbitrator over the subject matter of the dispute and the parties thereto was acknowledged, and all objections, procedural and substantive, to his exercise of jurisdiction, were waived.

The parties were afforded full and equal opportunity to present testimonial and documentary evidence.

All witnesses were separated, placed under oath and subject to cross-examination, but their testimony was not recorded and transcribed.

The advocates for the parties made opening statements and, at the conclusion of the evidentiary portion of the hearing, elected to make closing oral argument in lieu of submitting post-hearing briefs.

SUMMARY OF THE EVIDENCE

The Union represents a Bargaining Unit consisting of some 250 Sergeants in the Division of the Ohio Highway Patrol. (Unit 15).

The parties are signatories to a Collective Bargaining Agreement entered into as of April 1, 1994 for an initial term which ended on March 31, 1997.

As here relevant Article 43, Section 43.04 "Vacation Leave" provided as follows:

"Vacation leave shall be taken only at times mutually agreed to by the Employer and the employee. The Employer may restrict the number of concurrent vacation leave requests at a work location based on work shifts.

"A. Subject to the above limitations employees who submit vacation leave requests no more than thirty (30) days and no less than twenty (20) days prior to the first day of the permanent shift dates referred to in Section 26.01 shall be granted vacation leave based upon seniority.

....

"E. If an employee is called to work from a scheduled vacation leave period, or if an employee's previously approved vacation leave is cancelled, the employee will have the right to take the vacation leave at a later time and will be paid at time and one-half (1 1/2) for the time the employee is in on-duty status. Upon submission of appropriate evidence, the employee shall be also be reimbursed for any non-refundable travel and lodging costs incurred as a result of cancelling or returning from his/her vacation."

The Grievant, Sergeant Robert K. Stitt is a twenty year veteran of the Patrol and currently serves as the President of the Ohio State Trooper's Association.

At all relevant times the Grievant was assigned to the Wooster Post of District 3, covering Wayne and Holmes Counties, and scheduled on the midnight shift (10:00 p.m. to

6:00 a.m.) for a six month term commencing August 18, 1996.^{ch} Three of the Post's twelve Troopers were allocated to his shift on the basis of relative accident occurrence statistics.

Four Troopers were assigned to the morning shift (6:00 a.m. - 2:00 p.m.), and the remaining five to the afternoon shift (2:00 p.m. - 10:00 p.m.). There were three other Sergeants, one of whom rotated to relieve those on the three fixed shifts.

On July 19, 1996, timely within the Contract's "Window Period" - no more than thirty (30) days and no less than twenty (20) days prior to the first day of his permanent shift date - Sergeant Stitt submitted a vacation request to Post Commander Lieutenant Andrew J. Stritmatter for the six scheduled work days during ~~for~~^{late} the period November 29, 1996 to December 7, 1996.

Three weeks later Lieutenant Stritmatter disapproved two of the six days requested, December 1st and 2nd, "due to operational necessity."

"Cannot have 12-01 or 12-02 due to operational necessity. Suggest HP-30 [form authorizing the "trading" of shifts] with Sgt. Stevenson for those two days. Let me know if you're still interested in the other two days."

Promptly thereafter, on August 13, 1996, Sergeant Stitt filed the following statement of grievance:

"On 7-19-96 I submitted a vacation request during the window for vacation from 11-29-96 10:00 P.M. to 12-7-96 6:00 A.M. I'm the senior person on the midnight shift and no

other person had submitted a request. On 8-12-96 Lt. Stritmatter returned the request disapproving two days 12-01-96 and 12-02-96 due to operational necessity. The reason was that a midnight person's shift was changed so he could work a DUI Tact squad in another county. This change was done after the window period and its a voluntary assignment. This assignment made the midnight only have one unit out where it would have had two units out if the change was not made. During the Bid and Vacation window the HP-29 did show ... that a Tact squad was to operate, but no shift or person was assigned.

....

"Request that I be given the days off requested or if that time period has passed that I be given 12 Hours Comp. Time for each day that I had to return to work."

Sergeant Stitt's grievance was denied on August 30, 1996 in the following Answer filed by Staff Lieutenant William C. Hannan:

"FACTS

"The grievant is a sergeant assigned to the Wooster Post. On July 19, during the most recent window period he submitted a vacation request for November 29 through December 7, 1996. Two days of the requested six day vacation were denied based upon operational necessity. A grievance was filed contending violation of Section 43.04 of the labor agreement.

"UNION CONTENTION

"The union contends the grievant is the senior employee working that shift at the Wooster Post. He is also the only employee requesting vacation for the dates in question, December 1 and December 2, 1996. The grievant contends the only reason for the denial of leave based upon operational necessity was because a trooper from his shift was assigned to a District Tact Squad. This change left one trooper working rather

than two. Additionally, although the schedule did indicate there would be a District Tact Squad, it did not say who would be working.

"The union contends the denial of the vacation request violates Section 43.04 of the labor agreement. As a remedy they request the grievant be granted the vacation, or if the time has passed that he be given 12 hours compensatory time for each day of denied vacation.

"MANAGEMENT CONTENTION AND FINDING

"Management contends there has been no violation of the labor agreement. Section 43.04 of the labor agreement states:

"Vacation leave shall be taken only at times mutually agreed to by the employer and the employee.

"Subsection A provides for the "window period" where employees can request vacation leave which is granted based upon seniority. This section does however state that even this type of vacation request is subject to the limitations mentioned at the beginning of Section 43.04.

"The night shift for this period at the Wooster Post consists of 3 troopers and one sergeant. One trooper from the shift did agree to work the District Tact Squad. The grievant knew the dates of the Tact Squad and also knew that it would be a trooper from the night shift who would work it. The District Staff pre-planned the dates of the Tact Squad so employees could plan accordingly. The assignment of employees to special details such as the one discussed here are well within the rights of the employer. The employer, not the grievant, determines staffing assignments for employees. If the leave was granted just one trooper would be working the shift December 1 & 2. The denial based upon operational necessity is reasonable.

"The employer grants the vast majority of leave requests. Management realizes the importance of time off, however, efficient operations of the facility and service to

the public must be maintained. The denial in this instance was reasonable. The grievant was granted leave for 4 of the 6 days he submitted. He is encouraged to see if sergeants working other shifts on December 1 & 2 would be willing to change so that he may have those days off.

"The denial of the vacation leave did not violate the labor agreement. The leave was denied based upon valid operational concerns.

"Grievance denied."

On November 22, 1996 Sergeant Stitt filed what purported to be a second grievance but, in actuality, constituted simply an additional ground for his original grievance. The second grievance form stated:

"On 11-16-96 I noticed that another Unit 15 member was given 12-01-96 off on Comp. Time. The same day that I was disapproved during the window period. Due to the fact that only one Unit 15 member can be off at one time and I had my request in during the window period back in July I should be granted the day off."

Sergeant Stitt's November 22nd grievance was denied on December 10, 1996 by Lieutenant Stritmatter in the following Answer:

"....

"On November 11, 1996 Sergeant Robert A. Eastwood of the Wooster Post submitted a compensatory leave request for December 1, 1996. Also submitted by Sergeant Eastwood was an HP-30 Waiver of Work Schedule Assignment also signed by Sergeant Edward A. Stevenson for a mutual trade of shift assignments for December 1, 1996. Sergeant Eastwood's leave request was approved on November 15, 1996. On November 22, 1996, Sergeant Stitt filed a grievance contending

violation of Section 43.04 of the labor agreement.

"UNION CONTENTION

"The union contends the grievant should not have had his request denied. There were no other bargaining unit 15 members off on permissive leave. To compound the situation, after the grievant's request was denied, another unit 15 member was granted compensatory leave for the same date. Grievant further contends that unit 1 members cannot be used for supervisory coverage but unit 15 members are being used to cover unit 1. Grievant insists the two units are separate groups and must remain and be recognized as separate.

"The union argues the approval of another unit 15's leave request after the grievant's denial violates Section 43.04 of the labor agreement. As a remedy they request the grievant be granted the vacation, or if the time has passed that he be given 12 hours compensatory time. At this hearing the grievant amended his remedy by citing Article 43.04(E) and asserts that he was basically recalled from his vacation to duty and requests all vacation expenses be reimbursed plus credit for 12 hours compensatory time.

"MANAGEMENT CONTENTION AND FINDING

....

"The night shift for this period at the Wooster Post consists of 3 troopers and one sergeant. The afternoon shift has 5 troopers and one sergeant. The day shift has 4 troopers and one sergeant. When Sergeant Eastwood's request was approved on November 15, there was sufficient coverage on the afternoon shift but not the day shift thus the shift trade with Sergeant Stevenson to afternoon shift. The same shift trade was available and even suggested to the grievant on August 12, 1996. In this case the night shift was already down to minimum coverage. Day shift was also due to a trooper already on approved vacation leave. Afternoon shift had sufficient coverage to allow the supervisor permissive leave.

Management has the right to grant leave request based on operational needs by each work group as outlined in Policy 9-507.08.

"At the post or facility level, commanders may consider the total number of employees per work shift group in addition to the maximums outline in each classification, and may restrict the number of concurrent leaves on a work-shift group, based upon operational necessity."

"The denial based upon operational necessity on the night shift was reasonable.

...."

When the grievance, as supplemented, remained unresolved after exhaustion of the internal grievance procedure, the Union timely demanded arbitration.

At the arbitral hearing the Grievant, Sergeant Robert K. Stitt, testified that for the past number of years he and some ten to twelve friends had rented a lodge to go hunting during the same post-Thanksgiving period as he had requested in 1996.

As a result of the denial of his full vacation request, Sergeant Stitt had to leave the lodge on Sunday afternoon, return after the end of his midnight shift and then once more return to duty for the Monday midnight shift. He incurred some 240 miles of travel to make each round trip.

Concurrently with Sergeant Stitt's requested vacation week a "DUI Tactical Squad" consisting of one Sergeant and three Troopers, selected from among the District 3's six Posts, had been scheduled for duty.

Sergeant Stitt knew at the time he put in his vacation bid sheet, that the Post would have to supply one Trooper for

the Tactical Squad for the period of December 4th through December 7th, 1996, but no one had yet been selected.

Typically the Post Commander has discretion as to which Trooper will be assigned to such special, non-Post duties, and, normally, Lieutenant Stritmatter asks for volunteers.

Sergeant Stitt's midnight shift complement consisted of Troopers Widder, Sizemore and Whims. Trooper Whim's regularly scheduled day-off fell on December 1st while Trooper Sizemore's was on December 2nd. Trooper Widder, however, was scheduled on duty both days as was Sergeant Stitt. Trooper Widder was asked by Lieutenant Stritmatter if he wanted to serve on the Tactical Squad from December 3rd through December 7th and substitute December 1st and 2nd as his days-off. Trooper Widder volunteered to do so.

That left only one Trooper and Sergeant Stitt on duty for the midnight shift on December 1st and 2nd.

Sergeant Stitt averred that since there were no minimum manning levels specified for any of the shifts, there could not be an "operational necessity" for his presence on midnight shift.

Precedent, he claimed, demonstrated that his shift could function successfully with only one uniformed Officer. Thus, on September 9, 1996 Troopers Whims and Widder attended an in-service instructional session, and Sergeant Stitt was off-duty, so that Trooper Sizemore manned the midnight shift by himself. Conversely, on September 8th no Troopers were

scheduled on the midnight shift, but Sergeant Stitt alone was on duty.

Subsequent to the denial of his request for vacation time, Sergeant Stitt learned that Sergeant Robert A. Eastwood's request for compensatory leave on December 1, 1996 had been granted. However, Sergeant Eastwood had arranged for a shift trade with Sergeant Edward A. Stevenson, and filed the appropriate waiver of overtime entitlement and work schedule assignment form.

In the Department's case, Lieutenant Andrew J. Stritmatter, a seventeen year veteran of the force, acknowledged that there are times when there is no Sergeant on a shift. He opined that the Post's minimum acceptable staffing levels required that at least two uniformed Officers be on duty during the midnight shift because, in addition to the regular Wayne County patrol function, they must be available to respond to emergency calls reporting crashes or disabled vehicles in Holmes County.¹

The Wooster Post handled the most crash investigations in District 3 averaging forty-one crashes per Unit in 1996.

Trooper Whims^{ON} the midnight shift had the third highest total of crash investigations in the District.

1. Division of the Ohio Highway Patrol Policy 9-507-08 provides that "a maximum of one trooper and one sergeant per work shift group may be on vacation or compensatory time per day at a post." A "work shift group" includes the Troopers, a Supervisor (usually a Sergeant) and a Dispatcher.

As of July 19, 1996, the day the Grievant made his request for time-off, two Troopers had been scheduled to work the midnight shift on both December 1st and December 2nd. However, the Post had been asked to provide a Trooper for an outside assignment. The request was not unusual since the District frequently recruited members from its constituent Posts to form special tactical squads. The identity of the Trooper to be assigned had not yet been determined.

It was Lieutenant Stritmatter's practice to ask for volunteers. In the case at hand, Trooper Widder was the first person that he asked to accept the December detail, and Trooper Widder agreed to do so. To maintain the two Officer minimum staffing on the midnight shift, Sergeant Stitt had to remain on-duty.

Lieutenant Stritmatter suggested that the Grievant could have arranged a "trade" to cover his absence as authorized by Highway Patrol Policy 9-507.08. The practice of trading shift assignments in order to obtain a day-off was quite common.

During the period starting with June of 1997 and ending with November of 1998, a time frame covering thirty-seven payroll periods, 210 "HP-30" Form requests for shift trades had been accepted.

In 1997 all of Sergeants Stitt's eleven timely submitted bids for time-off had been approved, and of his thirty-eight other requests for personal leave, vacation or comp time, thirty-two, or 84%, had been approved.

An aggregate of seventy-two bids for time-off were filed by Post Officers within the seniority window provision of the Contract during 1997. Of these, fifty-nine, or 82% were approved.

Of the 455 other requests for vacation or comp time or personal leave made by Troopers stationed at the Post, 417, or 92%, were approved.

With the evidence in this posture, the Arbitrator proceeds to consider his Decision.

ISSUE PRESENTED

"Was the Employer's denial of the grievant's request for vacation leave on December 1 & 2, 1996, in compliance with the relevant provisions of the collective bargaining agreement between the parties? If not, what shall the remedy be?" (As stipulated by the Parties).

DECISION

The Union challenges the denial of Sergeant Robert K. Stitt's request to take December 1st and 2nd as vacation days.

The Grievant seeks to upgrade his pay for the two days he was required to work to the time and one-half overtime rate, or, to receive equivalent compensatory time-off. In addition since these days occurred in the middle of his vacation period, Sergeant Stitt was required to make two 240 mile round-trips from his vacation cabin to his duty station, he demands reimbursement for the extra travel expense incurred.

Under the governing Contract, vacation leave requests made not more than thirty days, and not less than twenty days,

prior to the first day of the next six month shift term, are to be granted in order of Officer seniority. The Grievant's request was timely submitted, and there is no doubt that he qualified on the basis of his seniority to have his vacation leave request be given priority. However, his request was subject to the further provision of the Contract that "vacation leave shall be taken only at times mutually agreed to by the Employer and employee."

That provision, however, did not give the Department the carte blanche to refuse vacation requests for any reason, or for no reason at all. Implied in the Contract is the obligation to deal fairly and in good faith in the implementation of its provisions so as not to deprive the other party of the benefit of the bargain it struck.

In the present context this obligation requires the Department to act reasonably rather than arbitrarily, and uniformly rather than discriminatorily. Indeed, the Department does not argue otherwise. Instead, it points to State Highway Patrol Policy 9-507.08 which provides that vacation requests may be refused for "operational necessity."

Although "operational necessity" is not further defined, the Department has interpreted this standard as synonymous with the minimum shift manning required to meet the Post's coverage obligations. On the midnight shift, Lieutenant Stritmatter averred that minimum manning requires as least one of the three Troopers and a Supervisor or, two Troopers, to be on duty. On December 1st and 2nd one Trooper was regularly

scheduled off-duty, and another was detailed to a Tactical Squad leaving only one Trooper and the Grievant available for duty.

The Union points out that in November of 1996 there had been an occasion when the midnight shift had been staffed only by a Sergeant because all three Troopers had been scheduled off-duty, and another occasion when only one Trooper, but no Sergeant, was on duty.

Article 4 of the Contract confides exclusively to Management the right to "determine the adequacy of the work force" and hence the right to determine the number of uniformed Officers required to maintain the necessary patrol and response capabilities for the territory covered by the Post. The Arbitrator cannot "second-guess" the Department's assessment.

The fact that as a result of special detail or in-service instruction assignments there may be times when the minimum manning level on the midnight shift was not met, does not nullify the Department's goal of maintaining a minimum of two uniformed Officers on-duty, or make the Department's efforts towards this end unreasonable.

The Department cites a prior Arbitration Award, which ruled in its favor on a similar grievance. A Trooper assigned to the New Philadelphia Post on the midnight shift with responsibility for patrolling Tuscarawas and Carroll Counties timely requested a vacation day for July 16, 1994. But his Sergeant had also requested a two week vacation which

bracketed the one day of vacation which the Trooper had requested, and granting the vacation day would have left the shift short-handed.

Consequently, the Trooper's request was denied and the Sergeant's request approved. The Employer's decision was upheld in an arbitration Award which read in relevant part:

"Unrefuted statistics of the employer showed that July was one of the two busiest months for traffic violations and that weekends were notorious for that event. The post commander indicated and stated by way of evidence that less than three uniformed troopers on that shift would have been detrimental to the operational needs of the employer and on that basis, the grievant was therefore denied such vacation day. Evidence further revealed that the grievant during the year 1993 had received some 232 hours of leave time; that the grievant was only one of many that had been turned down from time to time; that the post commander had received some 150 requests for leave at or near the time the grievant had filed his request for the date of July 16, 1994 and that the grievant was not treated any differently than any other bargaining unit member.

"The employer further revealed that there were several times, namely 14 weekends in question when there were only two uniformed troopers on duty but in relation to that, the employer pointed out that during the same period of time, 128 shifts were at full duty. There was no evidence that the grievant was singled out or treated in any manner other than any other trooper. The employer admitted that the grievant had a right to vacation time as did others under the terms of the collective bargaining agreement, but did not have a right to the exact date of vacation since the dates were subject to the operational needs of the employer."

The Union insists that the present case is distinguishable because here the "operational necessity" was voluntarily and unnecessarily created by the Post Commander Stritmatter.

At the time the Grievant requested his six days of vacation leave which included December 1st and 2nd, 1996, the Post was aware that it would be required ~~on those two days~~ ^{delete} to assign one Officer to serve on a special District "DUI Tactical Squad" outside the Post. There was no necessity to chose one of the two Troopers scheduled to work the midnight shift on those days, however. Troopers on other shifts could have been selected without impairing minimum manning requirements. In fact, as conceded by the Department, such assignments are filled on a volunteer basis, and Commander Stritmatter testified that it was quite likely that midnight shift Trooper Widder who accepted the assignment, was the first and only person asked. The inevitable result of Lieutenant Stritmatter's decision was, in light of the minimum manning requirements observed for the midnight shift, the denial of a portion of the Grievant's vacation request. This Commander Stritmatter knew, or should have known, at the time he offered the special duty assignment to Trooper Widder.

Requiring a Trooper to interrupt his vacation to return for a day or two and then resume his vacation imposes an unreasonable hardship upon him. So much was acknowledged by the Department in the very 1994 case it relies upon to support

its decision. In its Answer denying the 1994 grievance, the Department stated:

"....

"The chief factor in this decision was based upon the fact the supervisor's vacation request covered an approximate three week period. To approve the grievant's one day request and still maintain an adequate work shift, management would have to split the supervisor's vacation. That option is not reasonable, is contrary to common sense, and negates good morale."

Of course, as the Department points out, there was a possible alternative available to the Grievant. He could have requested another Sergeant to trade duty shifts with him. The Department provides for such exchanges on the HP-35 Form which documents the waiver of overtime entitlements and scheduling rights implicated in the trade. However, even if there were a willingness on the part of an appropriately available Sergeant to accommodate Sergeant Stitt, the arrangement would certainly be burdensome to the Grievant since he would not merely be trading days-off, but also shift hours thereby unsettling established sleeping patterns and body rhythms. Pursuit of such a trade opportunity might well have been Sergeant Stitt's only recourse if the Department could not have maintained its required manning on those two days in any fashion other than by disapproving his vacation request. However, the Department did have another option. It could have assigned one of several available employees on the other shifts to the DUI

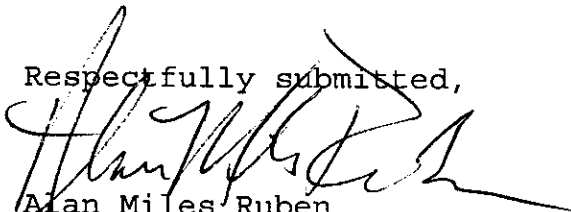
Tactical Squad for December while still maintaining the minimum staffing levels on all shifts.

Accordingly, the Arbitrator finds that in the instant circumstance, the refusal to approve Sergeant Stitt's vacation request for the entire six day period November 30th - December 6th, constituted an unreasonable withholding of the Department's agreement.

Turning to the appropriate remedy, the Arbitrator believes that the matter ought to be treated as if Sergeant Stitt's vacation request had initially been granted, but he had been recalled to duty pursuant to Section 43.04(E) of the Contract. He is accordingly entitled to time and one-half pay for his services and reimbursement of his eligible travel expenses.

An appropriate Award will be entered.

Respectfully submitted,



Alan Miles Ruben
Arbitrator

AMR:ljg

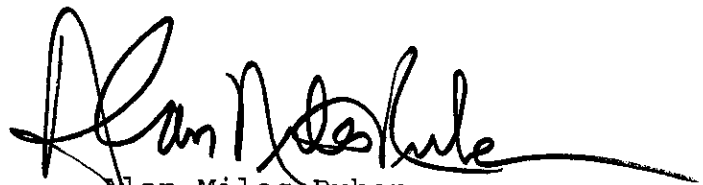
AWARD

The grievance filed by Sergeant Robert K. Stitt over the refusal of the Department to approve his vacation request for December 1st and 2nd, 1996 is granted.

The Grievant is entitled to have all of the hours he worked on December 1st and 2nd, 1996 compensated at one and one-half times his then applicable straight time hourly rate, and to be reimbursed for his eligible travel expenses incurred in returning from his vacation site to his duty station in accordance with Section 43.04(E) of the 1994 Contract.

The Department is directed to promptly provide the Grievant with the additional compensation and expense reimbursement necessary to comply with this Award. Such payments shall be subject nevertheless to all appropriate deductions, offsets and credits.

AWARD signed, dated and issued at Cleveland, Ohio this 30th day of December, 1998.


Alan Miles Ruben
Arbitrator

AMR:ljg

#1342



ALAN MILES RUBEN
Professor of Law

Advisory Professor of Law
Fudan University
Shanghai, P.R.C.

Cleveland-Marshall College of Law

1801 Euclid Avenue
Cleveland, Ohio 44115

Telephone: (216) 687-2310
Fax: (216) 687-6881

December 30, 1998

Herschel Sigall, Esq.
Ohio State Trooper Association
6161 Busch Blvd., Suite 220
Columbus, OH 43229-2553

Ms. Leslie Jenkins
Ohio Department of Administrative Services
Human Resources Division
Office of Collective Bargaining
106 North High Street, 7th Floor
Columbus, OH 43215-3009

Mr. Robert J. Young
Ohio State Highway Patrol
1970 W. Broad Street
Columbus, OH 43223

RE: State of Ohio -and- F.O.P. Unit 15
Case Nos. 15-03-960813-0064-07-15 &
15-03-961122-0101-07-15

Dear Messrs. Sigall and Young and Ms. Jenkins:

After mailing the Arbitrator's Decision and Award in the above referenced grievances four typographical errors were discovered which we now ask you to correct on your copies as follows:

Page 4, line 1--change "August 18, 1998" to read "August 18, 1996"

Page 4, line 14--delete the word "for" appearing between the words "during" and "the"

Page 11, line 21--insert the word "on" between the words "Whims" and "the."

Page 17, line 7--delete the phrase "on those two days."

Sincerely,

A handwritten signature in black ink, appearing to read "Alan Miles Ruben".

Alan Miles Ruben