

NYSNA, 10 OCB2d 12 (BCB 2017)
(Arb.) (Docket No. BCB-4206-17) (A-15247-17)

Summary of Decision: HHC challenged the arbitrability of a grievance alleging a wrongful termination. It argued there was no nexus with the parties' collective bargaining agreements because the termination was not for disciplinary reasons and was a proper exercise of its statutory management rights. The Board found that the Union established the requisite nexus. Accordingly, the petition challenging arbitrability was denied. (*Official decision follows.*)

**OFFICE OF COLLECTIVE BARGAINING
BOARD OF COLLECTIVE BARGAINING**

In the Matter of the Arbitration

-between-

**NEW YORK CITY HEALTH + HOSPITALS,
*Petitioner,***

-and-

**NEW YORK STATE NURSES ASSOCIATION,
on behalf of LORNA HANSON,**

Respondent.

DECISION AND ORDER

On February 21, 2017, the New York State Nurses Association (“Union”) filed a request for arbitration on behalf of Lorna Hanson (“Grievant”) alleging that New York City Health + Hospitals¹ violated Article VI of the New York State Nurses Association collective bargaining agreement (“Staff Nurses Agreement”) and Article XV of the Citywide Agreement, when it wrongfully terminated Grievant without serving her with disciplinary charges or affording her the due process rights provided in the Agreements. On March 24, 2017, HHC filed a petition

¹ We refer to New York City Health and Hospitals Corporation as “New York City Health + Hospitals” or “HHC” throughout this Decision and Order.

challenging the arbitrability of the grievance. HHC contends that there is no nexus between Grievant's termination and any disciplinary act or procedure because Grievant was not charged with any misconduct, but instead was terminated due to her failure to maintain security clearance for access to the correctional facility at Riker's Island, a requirement for her employment. HHC further asserts that the termination was a proper exercise of its statutory management rights. Therefore, HHC argues that the Union has failed to establish the necessary nexus between Grievant's termination and the Agreements. The Board finds that the Union established the requisite nexus because it raised a question as to whether the termination was disciplinary. Accordingly, the petition challenging arbitrability is denied.

BACKGROUND

Grievant was employed by Corizon/Correctional Medical Associates of New York PC ("Corizon") on Riker's Island, a correctional facility operated by the New York City Department of Correction ("DOC"). In or about 2015, HHC began assuming responsibility for health services within the correctional system of the City of New York ("City"). Grievant was a Staff Nurse (CHS) – Level II, represented by the Union, until her termination on August 30, 2016.

The Union and HHC are parties to the Staff Nurses Agreement.² Article VI, § 1, of the Staff Nurses Agreement defines the term "Grievance" as including:

- a. A dispute concerning the application or interpretation of the terms of this collective bargaining agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules and regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided disputes

² The Union became the certified representative of the Staff Nurse (CHS) title in December 2015. See *NYSNA*, 8 OCB2d 38 (BOC 2015). Accordingly, HHC "applies the grievance procedure contained within the Staff Nurses Agreement to this matter." (Pet. ¶ 6)

involving . . . the Rules and Regulations of [HHC] with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;

* * *

- d. A claimed wrongful disciplinary action taken against an employee.

(Pet., Ex. 1)³

The Union and HHC are also parties to the Citywide Agreement. Article XV of the Citywide Agreement, entitled “Adjustment of Disputes,” defines the term “grievance” as “a dispute concerning the application or interpretation of the terms of this [Citywide] Agreement” and sets out the multi-step grievance procedure. (Pet., Ex. 2)

During the transition from Corizon to HHC, Patsy Yang, Senior Vice President for Correctional Health Services (“CHS”), sent a letter to Grievant, dated November 17, 2015, that states, in pertinent part:

Thank you for your interest in continuing employment providing health services after the Corizon contract ends on December 31, 2015. We also appreciate your making the time to interview with us.

We are pleased to inform you that you are being recommended for employment with [HHC CHS] as of January 1, 2016. Your job responsibilities, salary and union membership will remain unchanged. This offer is contingent on continued satisfactory performance and background check clearance; and on successful completion of the employment application. In order to begin the transfer process, please see the attached from HHC Human Resources.

³ Article VI, § 2, of the Staff Nurses Agreement sets out the multi-step procedure that governs in any case involving a grievance under Article VI, § 1, with the exception of Article VI, § 1(d). Article VI, § 8, of the Staff Nurses Agreement sets out the multi-step procedure that governs upon the service of written charges in any case involving a grievance under Article VI, § 1(d).

(Pet., Ex. 5) As part of the employment application, on or about December 11, 2015, Grievant signed an HHC document entitled “Terms and Conditions of Appointment & Employment,” which states, in pertinent part, that “[i]f my position requires a training program, I must successfully complete that training program. If my position requires a valid license, certification or permit, I must obtain and maintain such credential(s) on my own time.” (Pet., Ex. 6) In January 2016, Grievant’s employment was transferred from Corizon to HHC.

On or about July 28, 2016, DOC revoked Grievant’s security clearance, which is required to access Riker’s Island. According to Melvin Mattis, a Union Program Representative who represents Grievant (“Union Program Representative”), on or about August 1, 2016, he received an email from Jonathan Wangel, HHC CHS’ Senior Director of Administration (“HHC’s Senior Director”), requesting that they talk. In an affidavit submitted in support of the Union’s answer, the Union Program Representative stated that in a conversation later that day, HHC’s Senior Director told him that he understood that Grievant had been suspended because of the recent discovery of contraband items in her locker, but he did not know what had been found since DOC conducted the search.

The Union Program Representative further affirmed that on August 2, 2016, he and Grievant met with HHC’s Senior Director. He asserts that HHC’s Senior Director stated that, based on an ongoing investigation, in which items were found in Grievant’s locker, she was being placed on a pre-hearing suspension backdated to July 28, the date on which HHC notified Grievant that she should not report to duty. The Union Program Representative affirmed that Grievant informed HHC’s Senior Director that she had been on vacation when her locker had been searched and that upon her return to work she was scheduled to report to a new unit within the Riker’s Island complex, to which HHC’s Senior Director said that he knows nothing of what was found in the

locker, but if any information is received the Union will be informed. HHC's Senior Director provided the Union Program Representative and Grievant with copies of a suspension letter dated July 28, 2016 ("Suspension Letter"), which they all signed. The Suspension Letter states:

Please be advised that you are hereby placed on a pre-hearing suspension without pay. This suspension prohibits you from entering any [HHC] or [DOC] facility without explicit authorization from [CHS] Administration or [HHC] Central Office Human Resources.

At this time it is necessary that you return your work identification and any other [HHC] or [DOC] issued property. A Notice and Statement of Charges will be forthcoming advising you of a scheduled Step 1a disciplinary hearing.

(Ans., Mattis Aff., Ex. 1)

According to the affidavit of Union Release-Time Representative Jalisa Saud ("Union Release-Time Representative"), she received an email from Charles Johnson, HHC's Assistant Director, Labor Relations Central Office/Health & Home ("HHC's Assistant Director") on August 30, 2016, with copies of a letter dated August 30, 2016 ("Termination Letter"). The Termination Letter advised Grievant that "[d]ue to your indefinite revocation of access to Riker's Island by [DOC], you are administratively terminated effective August 30, 2016." (Pet., Ex. 7) The Union Release-Time Representative affirms that she spoke to HHC's Assistant Director and advised him that HHC could have placed Grievant on administrative leave or at a facility other than Riker's Island. According to the Union Release-Time Representative, HHC's Assistant Director responded by saying that: DOC had revoked Grievant's access based on the items found in her locker; DOC does not want Grievant back on Riker's Island; and that the termination was administrative because the members' employment is contingent upon access to Riker's Island.

On or about September 2, 2016, the Union sent a letter to HHC's Assistant Director asserting that it had come to their attention that Grievant "was wrongfully terminated" by HHC

(“September 2 Letter”).⁴ (Ans., Mattis Aff., Ex. 2) On September 8, 2016, the Union filed a grievance on Grievant’s behalf at Step I(a) of the grievance procedure alleging that HHC violated Article VI, §§ 1(a), (b) and (d), 2, and 8 of the Staff Nurses Agreement and Article XV of the Citywide Agreement by terminating Grievant without formal charges or a contractual Step I(a) hearing.⁵

HHC denied the grievance at all levels of the step process stating, in pertinent part, that: “the terms and conditions of Grievant’s employment required her to be able to access Riker’s Island” and that “[u]pon receiving notice that Grievant’s access to Riker’s Island was indefinitely revoked by [DOC] or a third party, Grievant was administratively suspended and terminated for failure to meet the terms and conditions of her employment.” (Pet., Ex. 3) On February 21, 2017, the Union filed the instant request for arbitration, which states the grievance to be arbitrated as: “Wrongful Termination.” (Pet., Ex. 3)

⁴ The September 2 Letter also states that:

According to your letter, the termination is because of an indefinite revocation of access to Riker’s Island by the [DOC].

[Grievant] has not been afforded due process by the employer, which is outlined in the Collective Bargaining Agreement between the [Union] and [HHC].

This matter continues to be an investigation until the issue with DOC is resolved. If the investigation continues to be investigated after 30 days, the employee is to be placed on administrative pay until she is returned to her respective unit.

(Ans., Mattis Aff., Ex. 2)

⁵ According to the Union, Grievant had more than five years of service at the time of her termination.

POSITIONS OF THE PARTIES

HHC's Position

HHC argues that the request for arbitration must be dismissed because the Union has not established a nexus, or *prima facie* relationship, between HHC's "act of administratively terminating the Grievant and the contract provisions that [the Union] claims have been breached." (Pet. ¶ 24) HHC argues that it did not terminate Grievant based on misconduct or any other basis for discipline, nor did it serve Grievant with written charges of incompetency or misconduct. Instead, HHC argues that Grievant was terminated due to her failure to maintain security clearance for access to Riker's Island, a term and condition of her employment. HHC cites to Grievant's duly executed Terms and Conditions of Employment & Appointment, dated December 11, 2015, as support for its decision to administratively terminate Grievant. HHC also asserts that the Union has not alleged anything that would indicate a disciplinary or punitive motivation by HHC.

HHC further argues that this matter involves a proper exercise of its statutory management right to relieve employees from duty because of lack of work or for other legitimate reasons under §12-307(b) of the New York City Collective Bargaining Law (New York City Administrative Code, Title 12, Chapter 3) ("NYCCBL").⁶ It asserts that it had a legitimate reason to

⁶ NYCCBL § 12-307(b) provides, in pertinent part, that:

It is the right of the city, or any other public employer, acting through its agencies, to determine the standards of services to be offered by its agencies; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; . . . and exercise complete control and discretion over its organization and the technology of performing its work. Decisions of the city, or any

“administratively terminate” Grievant because she failed to maintain a valid security clearance or license, which is required for her employment on Riker’s Island as a Staff Nurse (CHS) – Level II. HHC asserts that although it may have the authority and ability to transfer Grievant to work elsewhere or be placed on paid administrative leave, it has no obligation to do so.

In sum, HHC argues that the Union has failed to allege any facts which, if proven, would establish that Grievant’s termination was disciplinary in nature. Rather, it resulted from her failure to meet a term and condition of employment. Thus, HHC asserts that the Union has failed to establish a nexus between the acts complained of and the source of the alleged right. Accordingly, the request for arbitration should be dismissed.

Union’s Position

According to the Union, HHC violated Article VI, §§ 1(a), (b) and (d), 2, and 8 of the Staff Nurses Agreement and Article XV of the Citywide Agreement, when it wrongfully discharged Grievant without serving her with disciplinary charges or affording her any due process rights provided in the Agreement. The Union asserts that at the time of her suspension, HHC notified Grievant that the suspension was disciplinary in nature as evidenced by the July 28 Suspension Letter, which states that charges and a Step I(a) disciplinary hearing would be forthcoming. However, HHC terminated Grievant immediately following the suspension without issuing any such charges.

Moreover, the Union asserts that HHC has failed to point to any authority for its alleged right to “administratively terminate” Grievant. The Union maintains that there is no indication that Grievant was administratively suspended, asserting that “[n]o cognate or synonym of the term

other public employer on those matters are not within the scope of collective bargaining

‘administrative’ appears anywhere in the [July 28] Suspension Letter.” (Ans. ¶ 23) The Union further asserts that HHC never informed Grievant that she had been suspended for an administrative reason. The Union asserts that HHC is simply attempting to re-litigate *SSEU, Local 371*, 9 OCB2d 31 (BCB 2016), a nearly identical petition challenging arbitrability in which HHC alleged the same “administrative” pretense for terminating an employee whose access to Riker’s Island was revoked by DOC. The Board denied HHC’s petition in that matter.⁷ The Union asserts that the connection between disciplinary action and termination is even stronger in this case because HHC terminated Grievant one month after it put her on a pre-hearing suspension based upon the results of a search of her locker.

The Union argues that Grievant’s access to Riker’s Island is not equivalent to the licensure qualifications referred to in the December 11 Terms and Conditions of Appointment & Employment. It asserts that HHC has pointed to no license, certification, or permit required to access Riker’s Island and has not explained how Grievant personally failed to obtain or maintain that license, certification, or permit.

The Union argues that HHC has failed to explain why it did not place Grievant on paid administrative leave, as was timely requested in the Union’s September 2 Letter, pending the resolution of the DOC investigation concerning the locker search. Moreover, the Union contends that HHC has the ability and authority to transfer Grievant to another HHC facility so long as it

⁷ In *SSEU, Local 371*, 9 OCB 2d 31, the Union claimed that HHC terminated an employee for an alleged disciplinary violation, whereas HHC similarly asserted that the employee’s termination was “administrative.”

gets the consent of the Union and Grievant. The Union also asserts that HHC has repeatedly ignored the Union's pointed requests for information related to the locker search.⁸

In sum, the Union asserts that the collective bargaining agreements provide that claimed wrongful disciplinary actions are grievances that may be pursued to arbitration. Furthermore, HHC placed Grievant on a pre-hearing disciplinary suspension and then terminated her based upon an allegation of misconduct. Thus, the Union asserts that the wrongful termination of Grievant, which was disciplinary in nature, is subject to arbitration and requests that the Board deny the petition challenging arbitrability.

DISCUSSION

The well-established policy set forth in the NYCCBL is “to favor and encourage . . . final, impartial arbitration of grievances.” NYCCBL § 12-302; *see also* NYCCBL § 12-312 (setting forth grievance and arbitration procedures); *SSEU, L. 371*, 9 OCB2d 31, at 9 (BCB 2016); *OSA*, 77 OCB 19, at 10 (BCB 2006).⁹ In recognition of this policy, the Board has long held that “the

⁸ Prior to filing the request for arbitration, on September 13 and November 4, 2016, the Union Program Representative sent letters to HHC's Senior Director seeking information relating to Grievant's pre-hearing suspension and termination. The September 13 Letter requested “disclosure of all information [HHC] relied upon in its decision to discipline” Grievant. (*Ans., Mattis Aff., Ex. 3*) The November 4 Letter included specific requests such as a catalog of all items found in the locker and access to view any electronic device used to video tape any alleged activity associated with opening and closing the locker. The Union asserts that HHC did not provide any information in response to these requests.

⁹ NYCCBL § 12-302 provides that:

It is hereby declared to be the policy of the city to favor and encourage the right of municipal employees to organize and be represented, written collective bargaining agreements on matters within the scope of collective bargaining, the use of impartial and independent tribunals to assist in resolving impasses in contract negotiations, and final, impartial arbitration of grievances between municipal agencies and certified employee organizations.

presumption is that disputes are arbitrable, and that doubtful issues of arbitrability are resolved in favor of arbitration.” *COBA*, 8 OCB2d 30, at 7 (BCB 2015) (citations and quotation marks omitted); *see also CWA, L. 1182*, 77 OCB 31, at 7 (BCB 2006). Under NYCCBL § 12-309(a)(3), the Board is empowered “to make a final determination as to whether a dispute is a proper subject for grievance and arbitration.” The Board, however, “cannot create a duty to arbitrate where none exists.” *PBA*, 4 OCB2d 22, at 12 (BCB 2011) (quoting *UFA, L. 94*, 23 OCB 10, at 6 (BCB 1979)); *see also IUOE, L. 15*, 19 OCB 12, at 9 (BCB 1977).

To determine whether a dispute is arbitrable, the Board applies the following two-pronged test:

- (1) whether the parties are in any way obligated to arbitrate a controversy, absent court-enunciated public policy, statutory, or constitutional restrictions, and, if so
- (2) whether the obligation is broad enough in its scope to include the particular controversy presented. In other words, whether there is a nexus, that is, a reasonable relationship between the subject matter of the dispute and the general subject matter of the Agreement.

COBA, 8 OCB2d 30, at 8; *see also UFOA*, 4 OCB2d 5, at 8-9 (BCB 2011).

Establishing a “nexus between the collective bargaining agreement and the right that the grieving party asserts only requires that the party demonstrate a ‘relationship between the act complained of and the source of the alleged right, redress of which is sought through arbitration.’” *CCA*, 4 OCB2d 49, at 9 (BCB 2011) (quoting *PBA*, 4 OCB2d 22, at 13); *see also Local 371*, 17 OCB 1, at 11 (BCB 1976). This showing “does not require a final determination of the rights of the parties in this matter; such a final determination would in fact constitute ‘an interpretation of the [agreement] that this Board is not empowered to undertake.’” *OSA*, 1 OCB2d 42, at 16 (BCB 2008) (quoting *Local 1157, DC 37*, 1 OCB2d 24, at 9 (BCB 2008)); *see also N.Y. Civ. Serv. Law*

§ 205.5(d). “Once an arguable relationship is shown, the Board will not consider the merits of the grievance . . . where each interpretation is plausible; the conflict between the parties’ interpretation presents a substantive question of interpretation for an arbitrator to decide.” *PBA*, 4 OCB2d 22, at 13 (internal citations and quotation marks omitted); *see also COBA*, 63 OCB 13, at 10 (BCB 1999); *Local 3, IBEW*, 45 OCB 59, at 11 (BCB 1990).

Here, the parties have agreed to submit certain disputes to arbitration. There is also no dispute that the parties have agreed that wrongful disciplinary actions are grievable. Thus, the relevant inquiry is whether there is a reasonable relationship between the act complained of, the alleged wrongful termination, and the cited contractual provisions, Article VI §§ 1(a), 1(b), 1(d), 2, and 8 of the Staff Nurses Agreement and Article XV of the Citywide Agreement.

Where, as here, management claims to have acted pursuant to a statutory right, the Union must allege facts which, if proven, would establish that the act complained of was disciplinary in nature. *See DC 37, L. 768*, 4 OCB2d 45, at 12 (BCB 2011); *see also DC 37, L. 375*, 51 OCB 12, at 12-13 (BCB 1993), *affd*, *NYC Dept. of Sanitation v. MacDonald*, 1993 NY Slip Op 402944[U] (Sup. Ct., New York County, Dec. 20, 1993), *affd*, 215 A.D.2d 324 (1st Dept. 1995), *affd*, 87 N.Y.2d 650 (1996). This is because it is well established that, “where a grievant makes a sufficient showing that an action ostensibly within management’s discretion is in fact undertaken as a form of discipline, such action may be arbitrable under the wrongful discipline provisions of the parties’ grievance procedure.” *DC 37, L. 768*, 4 OCB2d 41, at 13 (BCB 2011); *see also, DC 37, L. 375*, 51 OCB 12; *Local 237, CEU*, 61 OCB 44, at 6 (BCB 1998). “Whether an act constitutes discipline depends on the circumstances surrounding the act’ and, therefore, the Board examines whether

specific facts have been alleged that show that the employer's motive was punitive."¹⁰ *DC 37, L. 768, 4 OCB2d 45*, at 13 (quoting *DC 37, L. 375, 51 OCB 12*, at 13). We have repeatedly held that "[t]he absence of formal written charges will not bar the arbitration of a claim of wrongful discipline, even if the contractual provision upon which the grievance is based requires such written charges." *SSEU, L. 371, 9 OCB2d 31*, at 11; *see also DC 37, L. 375, 5 OCB2d 25*, at 12 (BCB 2012); *Local DC 37, L. 375, 51 OCB 12*, at 13; *DC 37, L. 768, 4 OCB2d 45*, at 13; *Local 924, DC 37, 1 OCB2d 3*, at 13-14 (BCB 2008).

The Board recently dismissed a petition challenging arbitrability with a similar fact pattern to the instant matter. In the prior case, HHC asserted that grievant's termination was not disciplinary, but was "administrative" due to his failure to successfully maintain security clearance for Riker's Island as purportedly required for his employment and, as such, the union's claim did not fall within the scope of the Agreement's provision to arbitrate alleged wrongful disciplinary actions. *See SSEU, L. 371, 9 OCB2d 31*. In that case, after DOC revoked grievant's access to Riker's Island, HHC gave no explanation for the termination other than working at Riker's Island was a term and condition of employment, and that the employee could no longer meet that condition of employment. However, the Union asserted that grievant had been the subject of a New York City Department of Investigation interview and investigation concerning an allegation of inappropriate conduct. *See SSEU, L. 371, 9 OCB2d 31*, at 11-12. The Board found that the union established the requisite nexus because it raised a question as to whether grievant's termination was disciplinary in nature, and it was for an arbitrator to decide whether grievant's termination was a proper exercise of HHC's managerial authority, or a wrongful disciplinary action. *See SSEU, L. 371, 9 OCB2d 31*, at 12.

¹⁰ However, a Union's bare allegation that an action was taken for a disciplinary purpose will not suffice. *See DC 37, L. 375, 51 OCB 12*, at 12.

Similarly, we find that the Union's allegations in the instant case raise a question as to whether Grievant's termination was disciplinary in nature and whether she was afforded her contractual due process rights. The July 28 Suspension Letter from HHC to Grievant clearly stated that she was being "placed on a pre-hearing suspension without pay" and that a "Notice and Statement of Charges will be forthcoming advising you of a scheduled Step 1a *disciplinary* hearing." (Ans., Mattis Aff., Ex. 1) (emphasis added) Additionally, the Union alleges that during multiple conversations between it and HHC, it was clear that Grievant's termination ultimately resulted from DOC's investigation surrounding contraband found during the search of Grievant's locker. Further, in the July 28 Suspension Letter, HHC informed Grievant that charges and a disciplinary hearing were forthcoming. Thus, the Union has alleged ample evidence to suggest that the termination may have been disciplinary in nature. *See CCA*, 4 OCB2d 49, at 9.

We also note that HHC has not pointed to any authority for its alleged right to "administratively terminate[]" Grievant for losing access to Riker's Island. (Pet., Ex. 7) HHC relies on cases that are distinguishable because they pertain to employee suspensions and/or terminations based on medical disability, actions which are authorized by New York State Civil Service Law; or because they are based on an employee being discharged for failing to satisfy or maintain a stated qualification of employment such as a driver's license or City residency; and/or because the union had not alleged any facts which are traditionally characteristic of disciplinary action. Here, there is no evidence that access to Riker's Island was a qualification of employment for Grievant.¹¹

¹¹ In this regard, HHC's assertion that maintaining security clearance at Riker's Island was a qualification of Grievant's employment as a Staff Nurse (CHS)-Level II is conclusory. The December 11 Terms and Conditions of Appointment & Employment form, upon which it solely relies, did not reference DOC or maintaining security clearance for access to Riker's Island. Nor

Thus, the record contains sufficient facts to demonstrate a reasonable relationship between Grievant's termination and the cited disciplinary provisions of the Agreement. "It is for an arbitrator to decide whether Grievant's termination was a proper exercise of HHC's managerial authority, or a wrongful disciplinary action." *SSEU, L. 371*, 9 OCB2d 31, at 12; *see also Local 924, DC 37*, 1 OCB2d 3, at 14 ("[I]t is well established that the question of whether an employee has been disciplined within the meaning of a contractual term is one to be determined by an arbitrator.") (internal quotations and citations omitted).

Accordingly, the request for arbitration is granted and the petition challenging arbitrability is denied. This matter may properly proceed to arbitration.

has HHC represented that in the absence of access to Riker's Island, Grievant could not have been assigned to work elsewhere.

ORDER

Pursuant to the powers vested in the Board of Collective Bargaining by the New York City Collective Bargaining Law, it is hereby

ORDERED, that the petition challenging arbitrability filed by New York City Health + Hospitals, docketed as BCB-4206-17, hereby is denied; and it is further

ORDERED, that the request for arbitration filed by New York State Nurses Association, on behalf of Lorna Hanson, docketed as A-15247-17, hereby is granted.

Dated: June 22, 2017
New York, New York

SUSAN J. PANEPENTO
CHAIR

ALAN R. VIANI
MEMBER

M. DAVID ZURNDORFER
MEMBER

PAMELA S. SILVERBLATT
MEMBER

CHARLES G. MOERDLER
MEMBER

GWYNNE A. WILCOX
MEMBER