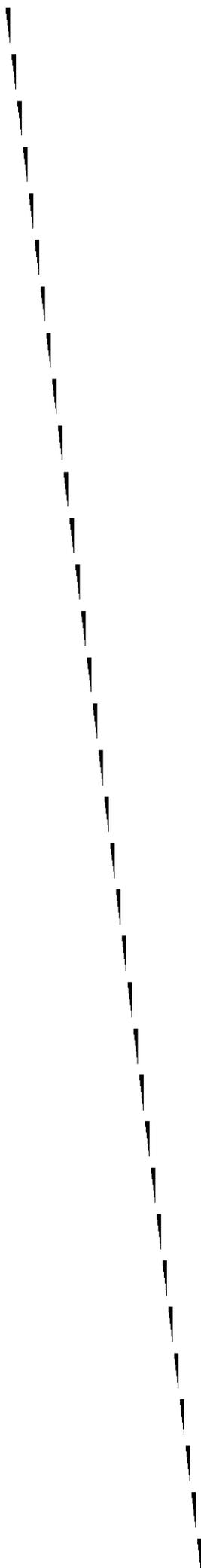


M E M O R A N D U M

TO: Rochester File
FROM: JBP
DATE: November 1, 1979
RE: Case IA-93 M78-341

Today I talked to Tom Hanney, Labor Relations Assistant, City of Rochester. He advised me that subsequent to the arbitration award dated 6/13, the firefighters and the city negotiated a third year of the agreement. This is for the time period 7/1/80-6/31/81. The extension of the arbitration award provides for a 7% increase 7/1/80, an increase in the mileage rate to 21¢ on that date, civilization of fire dispatchers, a separate unit for fire department civilians, some revisions in the grievance procedure, and stricter educational reimbursement guidelines recommended by the arbitrator

CC: Arbitration Award file
Vera Scadura



In the Matter of Arbitration between

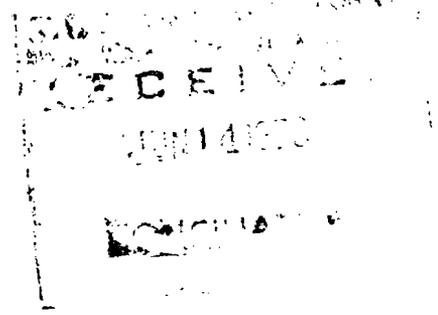
THE CITY OF ROCHESTER, NEW YORK

and

THE ROCHESTER FIRE FIGHTERS,
LOCAL 1071, I.A.F.F., AFL-CIO

Opinion and Award

PERB Case #IA-93; M78-341



I. INTRODUCTION

The present arbitration is an Interest proceeding involving the City of Rochester, New York (hereinafter referred to as the "Employer," or the "City"), and the Rochester Fire Fighters, Local 1071, International Association of Fire Fighters, AFL-CIO (hereinafter referred to as the "Employees," the "Union," the "Bargaining Agent," or the "Fire Fighters").

The predecessor agreement which expired June 30, 1978, was generated by a prior Interest Arbitration Award. On December 28, 1977, the parties entered into a Memorandum of Agreement specifying the procedural constraints within which negotiations for an agreement commencing July 1, 1978, would be conducted. Proposals were ultimately exchanged on March 20, 1978, with actual negotiations

commencing on April 14, 1978. While there is some disagreement between the parties as to where responsibility should be lodged, the undisputed fact is that the parties found themselves at impasse on July 6, 1978. Further mediation under the aegis of the New York State Public Employment Relations Board enabled the parties to proceed further by dividing the unresolved items into matters which were to be treated as Improper Practice charges and those which were recognized to fall within the scope of the obligation to bargain and which could be properly brought before an Interest Arbitration Panel. Thereafter, pursuant to the provisions of Article XIV of the Civil Service Law, Section 209 of the Public Employees' Fair Employment Act, and Part 205 of the New York Code Rules and Regulations, Title IV, Chapter 7, an Interest Arbitration petition was submitted - and on February 21, 1979, a Public Arbitration Panel was designated by Mr. Harold R. Newman, Chairman, New York State Public Employment Relations Board. The Panel was constituted of the following:

Public Panel Member and Chairman:	Sumner Shapiro
Employer Panel Member:	William Holcomb
Employee Organization Panel Member:	Robert Gollnick

A hearing was conducted before this Panel on March 30, 1979, at the City Hall in Rochester, New York, at which time the parties were afforded the opportunity fully of developing their respective positions through testimony, cross-examinations, and submission of other relevant evidence and documents. Post-hearing

briefs due April 20, 1979, were submitted by both parties.

Appearances were as follows:

For the Fire Fighters

John Parrinello, Esq., Attorney for
Rochester Fire Fighters, Local 1071

Daniel Cavuoto, President, Rochester
Fire Fighters, Local 1071

Art Marrapese, Vice President, Rochester
Fire Fighters, Local 1071

Jerold Bills, Treasurer, Local 1071

Edward Fennell, Fiscal Consultant to
Rochester Fire Fighters, Local 1071

Charles J. Lamphron, Officers' Repre-
sentative, Rochester Fire Fighters,
Local 1071

Max DeVita, Chairman of Board of Trustees,
Rochester Fire Fighters, Local 1071

For the Employer

Louis Paris, Director of Labor Relations,
City of Rochester, New York

Gerald P. Cooper, Esq., Municipal Attorney,
City of Rochester, New York

Robert J. Meyer, Budget Director, City
of Rochester, New York

Thomas Hanney, Labor Relations Assistant,
City of Rochester, New York

Marion W. Drape, Chief, City of Rochester
Fire Department

Leonard J. Huether, Executive Deputy
Fire Chief, City of Rochester Fire
Department

The positions of the parties, having been elaborately
and articulately developed in their respective hearing and post-
hearing briefs and supporting exhibits, will be summarized only

perfunctorily herein. In treating with each issue, we attempt to identify the more germane aspects upon which the Panel ultimately achieved agreement. The issues were, however, considered and weighed in their broader aspects in executive session. This Award, in which the Panel Members unanimously concur reflects a balancing of interests and views among individuals.

II. ISSUES AND EVALUATION OF PANEL

A. THRESHOLD ISSUE

At the outset, the parties concurred in a verbal stipulation respecting some five impasse items about which the City has declined to negotiate, asserting that they fall within the category of non-mandatory subjects. The Union has contested this determination, and the parties are awaiting improper practice charge decisions from the Public Employment Relations Board.

The items are identified as follows:

1. Article XIV, Section IV (Verbal Orders)
2. Article XIV, Section VI (Temperature Guidelines)
3. Article XVII, Section II, Subdivisions a, b and c (Hazardous Duty)
4. Article XVII, Section II, Subdivision d (Ground Fire Evolution Standards)
5. Article XVII, Section III (207-A)

The parties' oral stipulation provides that the Panel shall retain jurisdiction and shall convene hearings for the purpose of treating with any or all of these five issues which

competent authority may determine to be mandatorially negotiable should the impasse relating thereto persist.

The issues submitted to the Panel for determination at this time were as follows:

Article II, Section 1, Salary Schedule
Article II, Section 1-b, Salary "Catch-up"
Article II, Section 7, "Cost of Living" Adjustments
Article II, Section 8, Night differentials
Article XIV, Section 1, Work Schedule
Article XV, Section 1, Payment for Approved Courses
Article XV, Sections 2 and 3, Educational Incentive
Article XV, Section 4, Eligibility
Article XVI, Section 1, Overtime Payments
Article XXIV, Section 1, Grievance Procedure
Article XXVIII, Section 4-a, General Provisions/Term of Contract
Local 1071, Non-uniform Agreement

B. EVALUATION OF ISSUES

1. ARTICLE II, SALARIES

An integrated treatment of the four salary issues, namely, Salary Schedule, "Catch-ups," C.O.L.A. and Night Differential, is employed herein.

These issues are interrelated in that the Fire Fighters are proposing a salary schedule which would, at the outset, raise base pays as of June 30, 1978, to \$18,339 per annum which would

entail an increase of 10.45%. In addition to this increase in schedule, the Fire Fighters are seeking \$1,735 per person in retroactive pay as compensation for the differential in earnings which would have occurred between April 1, 1978, and the expiration of the agreement on June 30, 1978, had the higher schedule been in effect at the former date. This higher schedule is arrived at by referencing the salary levels in effect on July 1, 1973, and adjusting that value upward in proportion to the rise in the Consumer Price Index from July 1, 1973, through June 30, 1978. The salary level at the earlier date was \$13,250 per annum, and the Consumer Price Index for the Buffalo area was at 136.6 (1967 = 100). On the latter date, the Consumer Price Index had risen to 194.7 and, on a proportionate basis, the \$13,250 salary would have had to rise to \$18,885 to maintain the same purchasing power. This would have represented an increase of 42.5% whereas the actual rise in salary was about 25.3%. Because of compounding effects, the Union calculates an actual difference of 13.74% would have been required on the base salary effective April 1, 1978, in order to restore parity between July 1, 1973, and July 1, 1978. In deference to the City's financial constraints, the Union maintains it has voluntarily scaled this adjustment demand back to 10.45%, which would entail implementation of a base salary of \$18,339 - retroactive to April 1, 1978.

In response to the substance of this assertion, the Employer notes that the selection of the 1973 date is arbitrary and

favorable to the Union's assertion, but that the Employer may, with equal justification, select a different reference date which will establish that the Fire Fighters' compensation has exceeded the rises in the Consumer Price Index on the basis of salary comparisons alone. Moreover, the Employer notes, the inclusion of the value of fringes provides a more meaningful view of the compensation received and shows that the Fire Fighters have fared exceedingly well over the years relative to inflation, as well as by the standards established in other jurisdictions.

The Union next turns its attention to the fiscal year - July 1, 1978, through June 30, 1979. This would be the first year of the agreement following implementation of the proposed "catch-up" adjustment, and for that year, the Union seeks a uniform increase in the amount of 12% effective July 1, 1978. For each of the next two succeeding years, commencing July 1, 1979, and July 1, 1980, the Union seeks a 10% increase. The petition respecting the year commencing 1980 presumes the Panel may assert jurisdiction over the third year of the agreement as proposed by the Union.

The Union maintains the impact of the proposed "catch-up" adjustment, and the 12% "across-the-board" increase for the 1978-79 year would amount to only 1.8% of the total \$141 million budget, and is well within the City's ability to pay. It asserts further that its petitions for the 1979-80 and 1980-81 years, respectively, are built upon an anticipated rise in the Consumer Price Index.

The demand involving the 'Cost of Living Allowance' is

designed to shield the Employee from any adverse effects of a diminution in the intrinsic purchasing power of the awarded increase resulting from a rise in the Consumer Price Index beyond the 10% anticipated level. Additionally, the Union seeks one additional adjustment in the salary schedule, namely, a night-time differential in compensation for the rigors of night duty resulting from the 10/14-hour work schedule. The specific consideration proposed is a 5% night differential. This proposal is based upon a not uncommon practice of paying shift differentials in the private sector, as well as the award of a night-time differential of 3.3% in Yonkers, and a premium pay of 15¢ per hour for work between 4 p.m. and 8 a.m. paid in the Syracuse jurisdiction. The Union asserts that Rochester Fire Fighters work 256 more night-time hours than daytime hours and this, it is asserted, involves a hardship imposed upon the Fire Fighters' physical and emotional well-being. It is further maintained that there are more fires at night and that colder temperatures are likely to be encountered at night than during the day.

The Employer maintains the Union's proposed salary adjustment would add more than \$18 million per annum to its budget, a figure which exceeds the entire operating budget of the Fire Department. The Employer maintains the Fire Fighters understated many costs by omitting the pension charges which would also accrue and which would add as much as 40% to the direct wage benefit. With respect to the effect of the so-called Cost of Living Allowance, the City maintains there is a complete historical absence of coupling

between wages and Consumer Price Index in this jurisdiction. Had such a procedure been adopted historically, the Employer observes, many past Union increases would have been pared to lower levels sharply. In any event, at the present time, the Employer protests the implementation of such a procedure would impose unbearable financial hardship upon the taxpayers. In assessing the night differential proposal, the Employer categorized the proposal as a costly fringe devised to obtain an added increase in the base salary emulating the procedure employed in Yonkers, New York. The Employer argues that the night work arrangement among the Rochester Fire Fighters is distinguishable from night work in the private sector where the Employee is required to be actively at work throughout the period, while, in the case at hand, the Fire Fighter is permitted to sleep during that period. Moreover, the Employer notes, the 10/14 work schedule is one which the Union refuses to abandon in the face of an Employer wish to implement 8-hour days. Consequently, the night shift scheduling and variations in work schedule which are attributable to the 10/14 arrangement, even if objectionable, must be borne by the Fire Fighters. Moreover, the Employer notes, the 10/14 work schedule results in the Fire Fighter receiving 80 additional days off per year relative to an 8-hour-per-day worker and, on this basis, Fire Fighters enjoy more time available for family contacts than do regular 8-hour-per-day Employees. The Employer further maintains night shift differentials are rarely paid in other jurisdictions and that, while it is true that temperatures are generally lower at night than during daytime hours, the disadvan-

tageous aspects prevail only during the winter months and are counterbalanced by the more pleasant ambience which prevails in Spring, Summer and Fall.

The Panel believes it is statutorially obligated to consider the contract proposals at this juncture de novo. The terms and conditions prevailing on June 30, 1978, whether set voluntarily by the parties or by an Interest Arbitration Panel, were final and binding and, in our view, the present Panel is without authority to review those decisions. Consequently, we are prohibited from factoring into our considerations the "catch-up" proposals put forth by the Fire Fighters. Similarly, for reasons which will be explicitly set forth when dealing with General Provisions at a subsequent juncture, we limit our award to the fiscal years commencing July 1, 1978, and July 1, 1979, respectively. The Salary Schedule issue, Cost of Living issue and Night Differential proposal all, ultimately, will be reflected in and addressed by the salary schedule. In determining such a salary schedule, the Panel must rely upon certain rational criteria of which the most obvious is comparable practice. The selection from among a cosmos of data, those references via which we may reliably navigate in the case at hand, is, of course, inherently subjective. The parties quite naturally argue that jurisdictions wherein the practice most favorably supports their vested interests are most comparable to Rochester, while their adversaries contend those same references reflect sharply distinguishable conditions. Both positions may be

rooted in logic as any two jurisdictions will be comparable in some respects and distinguishable in others, and it is the choice of emphasis which undergirds the different positions. It falls to the Panel to focus its energies upon developing some system of weighting which may be employed to devise an index of reliability upon which to build in formulating an award.

In the case at hand, we find the most dependable reference to be the practice governing the compensation of other public safety employees in the same jurisdiction. None of the other references advanced by either party is endowed with sufficient strength seriously to challenge or set aside or modify the pertinence of that reference. With respect to the Night Differential, we observe that neither these public safety personnel, or similarly employed persons in other jurisdictions, enjoy night shift differentials. Night work must generally be expected in public safety work, and its inherent role therein is one aspect of the work which must have been considered by the individual at the time of recruitment. In consideration of these parameters, we believe the appropriate adjustment in the salary schedule would be an increase of 7.6% effective July 1, 1978 - and an additional 0.4% effective July 1, 1979. These changes constitute the totality of the changes to be implemented in Article II, Salaries.

2. WORK HOURS AND RULES - WORK SCHEDULES

The Employer is seeking certain changes in the work schedule. The positions of the parties at the hearing and in their

briefs have reflected some inconsistencies. The Employer indicated that certain job titles for non-uniform Employees no longer existed, and that others were improperly described.

The Panel supports the Employer's petition to remedy these discrepancies - and so awards.

3. EDUCATIONAL BENEFITS (DUPLICATE PAYMENTS)

The Employer has proposed elimination of double payment for educational benefits. This can occur where the Fire Fighter is the recipient of a Regents or other scholarship, or Veterans benefits, which may be used wholly or partly to defray the costs of the educational program. In addition, the Employee has been entitled to payment or reimbursement under the provisions of Article XV.

It is the Union's position that multiple reimbursements consisting of payments made by the Veterans Administration, or the State, or Federal scholarships results from an independent entitlement, and it would be inequitable to deprive the individual of that earned benefit merely because he or she earned an additional and similar benefit as a Rochester Fire Fighter. The Employer maintains this is an abuse in that it goes beyond the clear purpose of the program which is to free the Employee wishing to improve his competence of the financial stress attendant payment of tuition.

The Panel concurs with the Employer on this issue. That both parties consider this to be a reimbursement program is evident

in the language of their respective briefs - and to reimburse is, by definition, 'to make repayment for expenses or losses incurred, to pay back, to refund, to repay' (Random House Dictionary of English Language, Unabridged, 1969). The principle involved here commonly occurs where multiple hospitalization insurance is available, and, with the technical exception of an indemnification program policy, the Employee would not expect his hospital bill to be paid by one company and his personal account to be increased by a similar payment from a second insurer. We, therefore, award that the contract should provide for reimbursement for those authorized expenses in excess of amounts paid for under other scholarship programs, i.e., the City of Rochester should be the reimbursing party of last resort.

4. EDUCATIONAL BENEFITS

The expired agreement provides (Article XV, Sections 2 and 3) for educational incentives of 5% of an Employee's base pay where the Employee is a holder of an Associate Degree in Fire Science, Fire Administration, or a Baccalaureate Degree in any subject. The Employer pays a 6-1/2% educational incentive to an individual holding a Baccalaureate Degree in Fire Science, Fire Administration, or equivalent, or in the field of Fire Science. The City maintains these programs were instituted at a time when recruiting difficulties were hampering the development and maintenance of a quality Fire Department. Most recently, nearly 700 applicants

reportedly took an examination to fill an anticipated 20 vacancies which may occur over the next two years. In the City's view, the incentive is no longer required as is evidenced by the fact that almost all the top candidates on the present eligibility list have college degrees. The cost of maintaining this program has become prohibitive and the Employer is seeking to discontinue it for future recruits.

The Union argues that this is an established program which has been successful in upgrading the average Fire Fighter and attracting highly qualified applicants, and it urges the program be maintained.

We find it wholly comprehensible that this program, which appeared so desirable and perhaps necessary more than a decade ago when a different labor market prevailed, is no longer serving a constructive purpose. It seems apparent that college-trained people will be recruited into the Rochester Fire Department without benefit of this additional cost item. In the Panel's view, the agreement should be amended to eliminate the payment of the 5% and 6-1/2% incentive payments to both new recruits and all current non-recipients, with the exception of those members of the force who are currently engaged in programs leading to eligibility, or who undertake such commitments prior to June 30, 1984. New recruits who may currently be enrolled in the Academy are to be considered as present members of the Department in the application of this provision.

A further facet of the Employer's proposal relates to the payment for courses. The Employer is objecting to reimbursement for courses which are occupationally unrelated - and further objects to reimbursement for student fees, the purpose of which is to defray the cost of substantially recreational programs offered in the educational milieu. One aspect of the disagreement evolves about determining courses which will qualify for reimbursement. Authority for approval based upon the pertinence of the subject matter to a work situation would be vested in the Fire Chief.

The Union questions the qualifications of the Chief to make such rulings about course matter.

The Panel concurs in the Union view that the determination for eligibility for reimbursement should not depend upon arbitrary determinations by the Chief. The parties should jointly develop a policy, procedure and guidelines for resolving such questions. We are, therefore, remanding this matter to the jurisdiction of the parties for that purpose, with the Panel retaining jurisdiction to the extent required to treat with any unresolved differences.

The Panel holds that reimbursement for student fees may be discontinued categorically.

5. OVERTIME

The expiring agreement provides that no overtime shall be paid for periods of one hour or less. The practice is to pay for overtime from the first minute beyond the normal work tour, provided

that that overtime extends beyond one hour. The Union is seeking overtime pay from the first minute beyond normal scheduling at a time-and-one-half rate. The Employer maintains the flexibility afforded by the parties by the present arrangement works to the advantage of both, and that adoption of the Union proposal would involve becoming encumbered by bookkeeping procedures and a loss of flexibility which would operate to the disadvantage and distaste of both parties. The Panel has considered the special nature under which these periods of overtime occur, and concurs with the Union in the view that overtime work should be compensated - and with the Employer in his assertion that the special conditions obtaining here militate against a wholesale change in established procedure.

The Panel is, therefore, awarding a revision in the agreement which will provide that no overtime be paid for periods of one-half hour or less, with overtime periods extending beyond thirty minutes being paid from the inception thereof.

6. ARTICLE XXVI, GRIEVANCE PROCEDURE

The Employer has proposed a revision in the grievance procedure which would provide for more detailed recording and more consistent contract administration. In the Employer's view, grievances are now handled in a casual and largely oral basis, rather than in a written form by persons familiar with the grievance and the agreement. The Employer argues it is charged with responsibilities with which it may not competently cope under the procedures currently in effect.

The Union is seeking continuation of the grievance procedure in the expired agreement, asserting that the arrangement has worked well and that grievances are processed in a maximum of 47 days, involving no more than three of the City's administrative employees.

The Employer, in rebuttal, notes the time periods proposed may be revised to overcome the Union objection that the proposed procedure is inherently dilatory.

In reviewing the positions of the parties, the Panel concurs in principle with the Employer's assertion that it should be in knowledgeable control of its grievance procedure, and that a bilaterally-recognized record of such grievances and their disposition should be at the disposal of both parties. We similarly believe it reasonable for the Employer to seek provisions affording it the opportunity of providing informed and consistent applications of the agreement. But, we recognize also the legitimacy of the Union's concern about a possibly cumbersome procedure which may exacerbate minor disagreements and allow disputes to fester over protracted periods of time. In reviewing the Employer's proposal, we question whether the language thereof would lead to the realization of the goal sought.

We are, therefore, remanding this issue to the parties for joint action and negotiation. The Panel will retain jurisdiction and will provide a definitive resolution should the parties advise of an inability jointly to resolve the issue.

7. ARTICLE XXVIII, GENERAL PROVISIONS, SECTION 4-h, TERM OF CONTRACT

The Employer has proposed a two-year agreement, while the Fire Fighters initially petitioned for an award covering three 12-month periods. The Panel believes the Civil Service Law, Section 209, Subsection 4, Paragraph C, explicitly limits its powers, stating:

"The determination of the Public Arbitration Panel shall be final and binding upon the parties for the period prescribed by the Panel but, in no event, shall such period exceed two years from the termination date of any previous collective bargaining agreement..."

We believe both parties now concur in this view but, in any event, are awarding a two-year agreement, the first year of which would commence July 1, 1978, through June 30, 1979, with the second year commencing July 1, 1979, and expiring June 30, 1980.

III. AWARD

The Award in the matters of impasse brought before the Panel for adjudication at this time is as follows:

1. Article II, Salary Schedule

- a) Effective July 1, 1978, through and including June 30, 1979, the salary schedule at all steps shall be increased by 7.6%.
- b) Effective July 1, 1979, through and including June 30, 1980, the salary schedule at all steps shall be increased by 6.4%.

2. Non-uniform Job Titles

Job titles for non-uniformed Employees shall be corrected to bring them into conformance with current actual practice.

3. Reimbursement for Approved Educational Expenses - Duplicate Payments

Reimbursement payments by the Employer shall be limited to expenditures for which reimbursement was or is not forthcoming from other sources. The City of Rochester shall become the reimbursing party of final resort.

4. Educational Benefits (Incentive)

Persons entering the Fire Fighter ranks subsequent to the issuance of this Award shall not be provided with educational incentives. Persons who are currently members of the Department, and who have already entered into a program of study, or who undertake such a program prior to July 30, 1984, shall be entitled to earned educational incentive compensation on the same basis as current recipients.

5. Educational Incentive Course Reimbursement

Effective with the first term of study following issuance of this Award, the contractual obligation to reimburse for fees shall be deleted. The Employer shall continue to provide reimbursement for employment-related courses, but the parties shall jointly develop a policy procedure and guidelines for approving courses of study. The present Panel will retain

jurisdiction to the extent required to resolve any surviving impasse relating to this aspect of the Award.

6. Overtime

Effective with the issuance of this Award, the crediting of overtime shall commence after one-half hour, instead of after one hour as heretofore.

7. Article XXVI, Grievance Procedure

The parties shall jointly review and attempt to devise a grievance procedure consistent with the criteria discussed in the Opinion section of the present document. The Panel will retain jurisdiction, and will review and act upon the final positions of the parties should they fail to resolve their differences over this issue.

8. Article XXVIII, General Provisions, Section 4-h, Term of Contract

The successor agreement flowing from this Award shall be effective from July 1, 1978, through June 30, 1980. The first year shall commence on July 1, 1978, and expire on June 30, 1979. The second year shall commence July 1, 1979, and expire on June 30, 1980.

The Award provisions set forth above are exclusive of those impasse items which are currently the subject of improper practice proceedings before the New York State Public Employment Relations Board. The Panel will reconvene to deal with such issues which may be deemed to fall within the purview of its authority

upon notification and petition of the parties.

Respectfully submitted,

Summer Shapiro
Summer Shapiro, Chairman
64 Darroch Road
Delmar, NY 12054

Date JUNE 13, 79

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

On the 13th day of June, 1979,
before me came Summer Shapiro
to me known to be the individual who
executed the foregoing instrument and
acknowledged that he executed same.

Robert C. Comins
Notary Public

ROBERT C. COMINS
Notary Public, State of New York
No. 5773175
Qualified in Saratoga County
My Commission Expires March 30, 1982

(Concurring) William L. Holcomb
William L. Holcomb

Employer-designated Panel Member
127 Deerhurst Park Blvd.
Buffalo, NY 14217

Date June 1, 1979

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

On the 1 day of June, 1979,
before me came William L. Holcomb,
to me known to be the individual who
executed the foregoing instrument and
acknowledged that he executed same.

Robert C. Comins
Notary Public

Robert Gollnick

(Concurring) Robert Gollnick
Employee Organization-designated
Panel Member
450 Reynolds Arcade Bldg.
Rochester, NY 14614

Date 6/11/79

SALVATORE R. MARTOCHE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1981

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

On the 11 day of June, 1979,
before me came Robert Gollnick
to me known to be the individual who
executed the foregoing instrument and
acknowledged that he executed same.

Colleen Ann Wagner
Notary Public

COLLEEN ANN WAGNER
Notary Public, State of New York
Qualified in Albany County
My Commission Expires March 30, 1980

