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N.Y.S. PUBLIC EMPLOYMENT
RELATIONS BOARD
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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

CONCURRENCE

-----X

In the Matter of the Public Arbitration :

- between - :

TOWN OF EASTCHESTER, COUNTY OF WESTCHESTER, NEW YORK, :

Public Employer, :

- and - :

LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, :

Union, :

Pursuant to Section 209.4(c) of the Civil Service Law. :

-----X

PANEL'S
DETERMINATION
AND
BASIS FOR
FINDINGS

Case No.
IA-224, 179-94

APPEARANCES

For the Public Employer:

Dr. Charles J. Ganim

President, Value Manage-
ments Consultants, Inc.

For the Union:

Lucyk & Cohan, Esqs.
By: Bryan M. Lucyk, Esq.

Attorneys
Of Counsel

I

Preliminary Statement

By a communication dated November 17, 1979, the Public Employment Relations Board designated a Public Arbitration Panel pursuant to Section 209.4 of the New York Civil Service Law (Taylor Law) for the purpose of making a just and reasonable determination concerning the dispute between the parties in the above captioned proceeding as to the issues hereinafter set forth and discussed.

The panel, as finally designated, consisted of three (3) members whose names and capacity are as follows:

Philip J. Ruffo	Chairman
Laurence Kalkstein	Employer Member
*Arthur Revellese	Employee Organization Member

Hearings were held on February 18, 1980, at the Eastchester Town Hall, Eastchester, New York, at which time and place the parties appeared with their respective counsel and representatives, gave testimony through witnesses, presented evidence relevant to the issues in dispute and, in addition, were accorded the opportunity of cross-examination. Post-hearing memoranda were also submitted.

*Revellese was designated by PERB in place of John Trancone (the original designee) by a subsequent PERB communication dated January 24, 1980.

All of the evidence having been received, the arbitration hearing was accordingly closed on February 18, 1980.

Subsequent to the close of the hearing, the Panel met on April 3, 1980, for the purpose of discussing and analyzing all of the issues in the record made at the hearing and, after due consideration and deliberation of all of the evidence, including the documents, exhibits, briefs and arguments presented, the following is the Panel's Determination made by the majority vote of two members thereof (Chairman and Employee Member), the Employer Member dissenting. (See Section 209.4(c)(IV) of the Civil Service Law).

II

Statutory Criteria

Consistent with statutory requirement, the Panel adhered to the criteria set forth in Section 209.4(c)(V) of the Civil Service Law to make a just and reasonable determination of the matters in dispute, specifying the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

(a) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of em-

ployment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;

(b) the interests and welfare of the public and the financial ability of the public employer to pay;

(c) comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;

(d) the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

III

The Parties - Their Bargaining Relationship

The total uniformed force of the Town of Eastchester consists of 53 employees as follows: 1 Chief of Police, 1 Cap-

tain, 4 Lieutenants, 1 Detective Lieutenant, 3 Sergeants, 1 Detective Sergeant, 37 Patrolman, and 5 Detectives.

The Union is the exclusive bargaining representation of the Patrolmen, Sergeants and the Detectives in both ranks.

The population of the Town of Eastchester, as given by the Town's representatives, is approximately 20,000.

The current dispute stems from an impasse in negotiations for a successor collective bargaining agreement, the prior two year agreement having expired December 31, 1978.

IV

The Issues In Dispute and Disposition

A. The Term of the Agreement:

The Union has demanded a collective agreement for a term of one year, commencing January 1, 1979 and ending December 31, 1979. The Employer's counter-demand is for a two year agreement commencing January 1, 1979 and ending December 31, 1980.

It is the Panel's judgment, based upon the record in its entirety, that the interest of the parties is better

served by a collective agreement of at least two years. The need for sound fiscal and budget planning is self-evident, particularly in light of the Town's statutory obligation to negotiate with the representatives of its police force employees. The general and over-all operations and functions of the Town of Eastchester are better assured by the steadfastness associated with multiple year commitments. The alternative is a hasty return to the negotiating scrimmage line when the parties should be devoting their time and energies to the needs of the Police Department rather than retracking their efforts in the tedium of see-saw negotiations associated with a one year agreement. It may, in this respect, be noted that a one year agreement, as the Union demands, would mandate immediate negotiations for timely consummation of an agreement effective for 1980.

A studied analysis of the record discloses the presence of factual material sufficient upon which to predicate an agreement of two years commencing January 1, 1979.

It may also be noted that the Panel is endowed with statutory authority to determine the period of an agreement not to exceed two years from the termination date of any previous bargaining agreement. (Civil Service Law, Section 209.4 (VI)).

Accordingly, based upon the entire record, and the

statutory authority above cited, it is the:

JUST AND REASONABLE DETERMINATION of the Panel that the successor collective bargaining agreement between the parties be for a term of TWO years, commencing January 1, 1979, and ending December 31, 1980.

B. The Ability To Pay:

The town acknowledges its financial stability and its "limited ability to pay" within the settlement parameters comparable to those negotiated with the other town employees. (See Town's briefs page 1, February 8, 1980 and page 2, March 31, 1980). In this respect, the Town stresses that having made no budgetary allocations for wage increases for police force members for the fiscal years 1979 and 1980, any wage increase for the two year period would impact upon the 1980 operational budget. In effect, the Town argues that the taxpayers would be asked to fund a deficit if any increase is granted for 1979 and 1980 beyond its proposed wage increase offer. Moreover, any deficit funding would affect the 1981 budget or, alternatively, require the Town to issue budgetary notes to meet the deficit. Thus, the total effect of a wage increase as demanded by the Union on behalf of the police force members is to impose upon the Town's taxpayers a heavy burden considering, in addition, the tax rate increase of 12% for fiscal 1979.

It should be noted that the force of the Town's argument is that while it is in a position to grant some wage increase, it is not in a position to pay the wage increase and the fringe benefits as the Union demands for one year. It is, therefore, fair to infer that to the extent the Union's wage increase and fringe benefits are reduced or withdrawn, the Town's financial ability to pay is proportionately improved.

It may also be noted that the Town's omission to include a budgetary appropriation, based upon an estimated increase for its police force employees, anticipates the likelihood of a deficit for 1979 and 1980 in view of the mandate of the Taylor Law requiring compulsory arbitration binding upon Eastchester as a public employer. Thus, some deficit is presumed or else the Town's argument is without meaning. In short, the Town's omission to provide for any wage adjustment presupposes the likelihood of a deficit.

An analysis of the record in its entirety persuasively demonstrates to the Panel that the Town does have the ability to pay its bargaining unit members a reasonable wage increase beyond the increase it has offered. That it may be somewhat difficult for the Town to meet such an obligation is not minimized. However, what is at issue is not the difficulty to pay which, in varying degrees, is a contem-

porary characteristic common to all public employers. Rather, the Panel's concern is with the statutory prescription which refers only to "ability to pay", i.e. the capacity of a public employer to draw upon its constitutional resources to meet its obligations. The statutory prescription being controlling, it is the Panel's judgment, in light of all of the other factors hereinafter set forth, that the Town of Eastchester does have the ability to pay the wage increase as herein determined by the Panel.

Within the context of the Town's ability to pay, the Panel points to the following:

Since real property affords the foremost base upon which taxes are levied and revenue raised, the Panel's attention is drawn to a comparison of the Overall Real Property Tax Rates for 1978 (the latest available data) as applied to the overall full value range of taxes for each of the 47 jurisdictions of Westchester County. The tax rate for Eastchester is 28.35 per thousand dollars of taxable property. Of the 47 jurisdictions only 2 have a lower range of full value taxes and 33 jurisdictions have a higher range. Thus, as compared to other County jurisdictions, Eastchester is in a comparative advantage to increase its real property tax rate. The Town of Eastchester, as all other County jurisdictions, is not restrained by a property tax limit. Tax collections are good.

They exceed 99% for the years 1975, 1976, 1977 and 1978, and the fine record of such collections is mentioned in the Town's prospectus issued in the sale of its notes and other securities. This indicates to the Panel that the Town's credit in the securities market is good and that no difficulty is foreseeable in the Town's sale of securities for the purpose of raising needed revenue in the near future.

The computation of Eastchester's real property tax limit, based upon the five year period from 1974 through 1978, shows that the Town has exhausted only 16.47% of its constitutional capacity to tax the real property within its jurisdiction. Eastchester's relatively modest indebtedness attests to its sound financial condition. This is further supported by the records of the State Comptroller and Eastchester demonstrating that Eastchester has not incurred any deficit in the five years from 1973 through 1978. Thus, no unusual fiscal difficulty may reasonably be anticipated in the near future barring some unforeseen contingency of major proportion.

The Panel's attention is also drawn to Eastchester's surplus balances for the years 1973 through 1978, inclusive, as compared to expenses for the same period. The result is that Eastchester's balances over the six year period are, except for the villages, higher than the other jurisdictions (towns and cities) in the County, indicating a greater degree

of flexibility by Eastchester to manage its affairs. Some portions of the balances have, in different degrees, been appropriated in subsequent annual budgets.

An analysis of the Town's budgetary appropriation for the Police Department over the two year period of 1978 and 1979 indicate an anticipated expense increase of only .9%. The increase for the police services provided for in the 1980 budget exceeds the 1979 budget by the small amount of \$8,925. In contrast, the amount budgeted for other services for the same period substantially exceed the amount budgeted for police services. For example, the amount budgeted for the Highway Department for the 1980 budget is \$1,088,809 which represents an increase of \$167,780 over the amount allocated in the 1979 budget.

In sum, the evidence establishes the commendable conclusion that the Town of Eastchester has managed its fiscal affairs showing surpluses, no deficits, in complete control of its management and operations, nowhere near the verge of default, with no need of emergency measures or assistance to extricate it from any financial distress and, very significantly, with its credit rating unimpaired.

Accordingly, based upon an analysis of the evidence in the entire record, it is the:

JUST AND REASONABLE DETERMINATION of the Panel that

the Town of Eastchester does have the ability to pay its police force bargaining unit members wage increases together with the other benefits herein determined.

C. Wage Increases:

The Union demands a wage increase of 10% for the year 1979. The Town's counter-proposal is for a freeze in wages for the first year of a contract in 1979 and a 3% increase for the second year of a contract in 1980.

The Union justifies its demand based mainly on the rise in the cost of living, comparisons in wages with police personnel in Westchester County, and an increase in the services (productivity) required of its members by reason of the decrease in police personnel since 1974 with no commensurate decrease in the problems faced by the Town's police force, in addition to the Town's population increase.

The Town minimizes the Union's thrust concerning productivity pointing out that the difference is only two patrolmen which is insufficient to establish an inference of increased productivity. The Union counters with the argument that any decrease in police personnel is bound to have more of an impact on the workload of a small police force, as in Eastchester, than on a police force with greater numbers. Further, operating a police force with smaller than usual numbers represents a savings to the Town. The Town counters

with the argument that the reduction in the usual number of the Eastchester police force is consistent with an efficiency factor and not necessarily productivity.

While there is some significance to the Union's argument concerning the productivity factor, the Panel is amply persuaded that other factors - the cost of living increase and wage comparisons - are of far greater significance and importance.

The increased cost of living factor requires no elaboration being a recognized fact of life. In the period from December, 1978 to December, 1979 -- the period which would cover the first year of a contract with Eastchester's bargaining unit members -- the C.P.I. for the New York-Northeastern New Jersey Area increased by 10.6%. It is this cost of living increase for 1979 that the Union justifies its 10% demand increase. It may be noted that the 10.6% CPI increase represents the third largest December to December increase since the end of World War II and the second largest increase in the 1970 decade. (See BLS, U.S. Department of Labor Release, Friday, January 25, 1980, for the Middle Atlantic Region).

Current reports anticipate a double digit increase in the CPI to the extent of 14% in 1980.

When coupling the double digit CPI increases for the

years 1979 and 1980 with the increase in social security taxes required to be paid by employees in 1980, an erosion in real wages for those years is irrefutable. For example, the maximum annual Social Security tax for an employee in 1979 was \$1,403.77. Beginning in 1980 the increase has gone up to \$1,587.67. In 1979, the employee's tax rate was 6.13% on the first \$22,000 of income and in 1980, the same rate will be levied on the first \$25,900 of income. Employees in lower wage brackets -- such as the Eastchester police -- will, nevertheless, pay the same 6.13% tax rate.

Other pertinent data concerning family budgets for an urban family of four, show that the cost of a budget for a family of four in 1978 was \$21,587 in the New York-Northeastern, New Jersey Area. The figure \$21,587 refers to an intermediate wage level which is either close to or slightly above the wage levels of the Eastchester police, i.e. those in the bargaining unit. The inference that may fairly be drawn is that the Eastchester policemen and their families do not find it comfortable in meeting the demands of a required budget based upon their present wage structure.

A comparison of wage structures of 39 jurisdictions in Westchester County, as of December, 1978 -- the expiration of the Eastchester contract -- shows that Eastchester lagged behind 14 jurisdictions, was on a comparative level with 13 jurisdictions, and ahead of 12 jurisdictions. Two of the

villages within the Town of Eastchester -- Tuckahoe and Bronxville -- were above the Eastchester wage range by at least \$600 as of December, 1978.

The Town urges the Panel to consider only 5 Towns as being closely comparable to Eastchester. Those Towns are: Harrison, Mamaroneck, Ossining, Rye and Scarsdale. The Panel is of the opinion that the circle of wages comparison should not be that narrowly drawn but should include the County as a fair basis for comparison. In any event, even if the five Towns urged by Eastchester should be given exclusive consideration, the wage structures for those five towns show that three of the five (Mamaroneck, Scarsdale and Harrison) are above Eastchester as of December, 1978. Ossining and Rye are, respectively, only \$115 and \$48 below Eastchester. Scarsdale, Harrison and Mamaroneck are, respectively, above Eastchester by the following amounts: \$256, \$315 and \$600. Thus, even the Towns submitted by Eastchester demonstrate that an upward wage adjustment for the Eastchester police would be appropriate.

There is, of course, no magic formula for determining wage or salary levels in the public or private sectors. Certainly, no single criterion can be relied upon for a conclusive answer. Persons with equal intelligence and integrity might well differ as to the applicability or weight to be given to any one criterion. The Panel has taken all statutory criteria into consideration.

Accordingly, based upon an analysis of the evidence in the entire record, it is the:

JUST AND REASONABLE DETERMINATION of the Panel that the Town of Eastchester grant the following wage increases to its police force employees (Patrolmen) in the bargaining unit for the periods as follows:

1. A 7% wage increase over and above the wages paid to bargaining unit members (Patrolmen) on December 31, 1978, for the period effective and commencing January 1, 1979, and ending December 31, 1979. This period is to be the first year of the successor agreement.

2. An 8% wage increase over and above the wages paid to bargaining unit members (Patrolmen) on December 31, 1979, for the period effective and commencing January 1, 1980, and ending December 31, 1980.

The Panel directs that such wage increases be paid expeditiously.

For purposes of computation, it is noted that the annual wage of a Patrolman effective on December 31, 1978 was \$18,394. An increase of 7% will bring the Patrolman's wage, effective January 1, 1979, up to \$19,681. Further, an increase of 8%, effective January 1, 1980, will bring a Patrolman's annual wage up to \$21,255 for the second year of the contract ending December 31, 1980.

The Panel notes that the annual wage for the Patrolmen, as herein determined, are and will be on a comparable level with the firefighters, for the same period of time, pursuant to the collective agreement negotiated between the Town Fire District of the Town of Eastchester and the Firefighters Union. (See Union's Exhibit H).

D. Parity with Sergeants:

The present contract provides that the salary rate of a Sergeant shall be based upon a twelve (12%) percent differential above the salary rate for a top grade Patrolman. The Union demands that the differential be increased to 15%.

The Panel has compared the wage differentials in other jurisdictions concerning Sergeants and Patrolmen. Thirteen jurisdictions have a slightly higher differential; twenty-one are below; and three are the same. Thus, on balance, the wage differential between Sergeants and Patrolmen compares favorably.

Further, the Panel notes that any increase in the wage differential between Sergeants and Patrolmen generates proportionate increases in other benefits such as, for example, overtime and contributions to the Pension Fund which then increases the Town's liability. The Panel is also of the view that the wage increase granted herein leaves little margin for any other

increase in benefits. Increasing the differential, in any measure, would, in the Panel's judgment impose upon the Town of Eastchester a burden not justified under all of the existing circumstances.

Accordingly, based upon an analysis of the evidence in the entire record, it is the:

JUST AND REASONABLE DETERMINATION of the Panel that the existing differential between Sergeants and Patrolmen is adequate; therefore, the Union's demand for an increase in the wage differential between Sergeant and Patrolman is DENIED.

E. Clothing Allowance:

The present contract provides for a uniform allowance of \$200 per year for each bargaining unit member. The Union demands that the uniform allowance be increased from \$200 to \$300 per year per unit member. The Town's counter-proposal is \$250.

The Panel has analyzed the evidence with respect to this demand and finds that of all the jurisdictions in Westchester County, only nine pay above the uniform allowance received by Eastchester's police bargaining unit members. Five jurisdictions pay the same amount as Eastchester and all others furnish uniforms to their police force members.

Under all of the circumstances, the Panel's judgment is that the offer made by the Town of Eastchester is just and reasonable.

Accordingly, based upon an analysis of the evidence in the entire record, it is the:

JUST AND REASONABLE DETERMINATION of the Panel that the Uniform Allowance to the members of the bargaining unit be increased from \$200 to \$250 for each of the contract years in 1979 and 1980.

F. Vacations:

The present contract provides 20 working days vacation for Patrolmen and 23 working days for Sergeants. The Union demands that vacation be increased to 25 working days for both Patrolmen and Sergeants.

The Panel has analyzed the vacation benefit granted to police force members of other jurisdictions in Westchester County and finds that in 12 jurisdictions at least 6 years service is required before 20 days vacation is granted and in remaining jurisdictions the point at which 25 days vacation is granted is at the eleventh year of service. The Eastchester policeman is granted his vacation benefit after one year of service.

On a comparative basis with other jurisdictions, and

considering other benefits granted to the bargaining unit members all of which represent an expense to Eastchester, including the monetary increases granted by this determination, the Panel views the existing vacation benefit as adequate.

Accordingly, based upon an analysis of the evidence in the entire record, it is the:

JUST AND REASONABLE DETERMINATION of the Panel that the existing vacation benefit is adequate; therefore, the Union's demand for an increase in the vacation benefit is DENIED.

G. Personal Leave Days and Unused Personal Leave Days.

The existing contract provides for three personal leave days with pay provided that such "personal leave day need not be granted when such leave day would reduce the patrol tour" to less than a particular number of patrolmen during certain times of the day and weekend. The Union demands that the number of personal leave days be increased from 3 to 5 days since their schedules, because of the reduced work force, virtually erode their three personal leave days allowance. According to the Union, two days added to the three would reasonably assure patrolmen and sergeants of the intended benefit of three personal days with pay. The Town claims that since

only an average of two days was taken by the policemen in 1979 there is no need for three days leave with pay.

The Panel has compared the personal leave days granted to the Eastchester police with the same benefit granted to police in other jurisdictions within the County. Eleven jurisdictions grant the same personal leave benefit; three grant less personal leave days; and eight grant none. Except as hereinafter pointed out, the intended three personal leave days with pay would, on balance, be adequate. The problem, however, is that the personal leave day benefit, granted in one breath, is subject to divestiture in another. The existing number of police personnel available for tour duty does not appear to be sufficient to render meaningful the personal leave day with pay so that the benefit is perpetually diminished in part.

It is the Panel's judgment that the Union's demand be granted to the extent of assuring three days pay in the event that duty requires that bargaining unit members forsake one or more of the three days. To the extent that the Union demands an increase to five personal days, the same is denied.

Accordingly, based upon an analysis of the evidence in the entire record, it is the:

JUST AND REASONABLE DETERMINATION of the Panel that

the members of the bargaining unit be, and they hereby are, GRANTED three personal leave days with pay subject to the contractual provisions regarding duty obligations, and that in the event that any unit member is required to relinquish any one of the three personal leave days by reason of duty priority, such member shall, nevertheless, be paid for such leave day at the regular day pay rate. In all other respects, the Union's demand to increase the personal leave days from three to five is DENIED.

H. Life Insurance:

The Union demands that the existing life insurance limit of \$5,000 for each bargaining unit member be increased to \$20,000.

It is the Panel's view, after comparing benefits with other jurisdictions in the County, and by reason of the benefits granted in this determination, that this benefit not be granted.

Accordingly, based upon an analysis of the evidence in the entire record, it is the:

JUST AND REASONABLE DETERMINATION of the Panel that the existing contract provision for life insurance is adequate and that the demand for an increase in life insurance benefits be, and the same hereby is, DENIED.

I. Hospitalization Upon Retirement:

The Union demands that the Town pay full premiums for hospitalization upon a member's retirement. Under the present contract, the Town pays 60% of an employee's hospitalization coverage upon retirement and 40% of the employee's family hospitalization coverage until the age of 55.

The Panel has compared the hospitalization coverage granted by other jurisdictions in the County to members of their police force. Most of the other jurisdictions do grant greater coverage, i.e. full coverage.

However, under all of the circumstances, based upon an analysis of the benefits now granted to the Eastchester police force bargaining unit members, and the benefits granted by this determination, it is the Panel's view that any change in the existing hospital coverage is not called for at this time.

Accordingly, based upon an analysis of the evidence in the entire record, it is the:

JUST AND REASONABLE DETERMINATION of the Panel that the existing contract provision for hospital coverage is adequate at this time and that the Union's demand for increased coverage be, and the same hereby is, **DENIED**.

J. Agency Shop:

The Town opposes the Union's demand for an agency shop.

The Panel has considered the respective contentions of both sides and concludes that it is fair and equitable to grant the Union the agency shop. The same is authorized by statute (Section 208.3(b), Civil Service Law). The Panel refers the parties to the cited section in anticipation of drafting an appropriate agency shop provision. The said provision is to be effective commencing May 1, 1980.

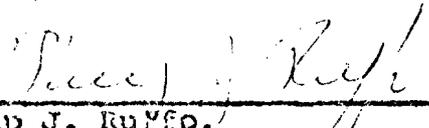
Accordingly, it is the JUST AND REASONABLE DETERMINATION of the Panel that the Union be, and hereby is, granted an agency shop provision, effective May 1, 1980, to be included in the collective bargaining agreement.

The matters herein determined by the Panel relate only to those matters in dispute, the other matters having been withdrawn by the parties during the hearing or settled by them directly.

In rendering the determinations herein, the Panel has weighed the fiscal problems of the Town of Eastchester with the services rendered by members of the bargaining unit and has concluded that the Town does have available the residual tax ability and other fiscal measures to meet the wage

increases herein granted as well as the other benefits; that while the Eastchester police force may certainly be asked to share in considering the fiscal posture of Eastchester, they cannot reasonably be expected to bear the full burden of such fiscal problems and that it would be inequitable to foist that burden solely upon members of the police force; and that it is in the interest of the Eastchester taxpayers, and the Eastchester police force, that their Town have an efficient and well organized police force whose compensation be fair and equitable.

Dated: April 15, 1930.



Philip J. Ruffo,
Chairman

Concurs:

Arthur Ravellese,
Union Member

Dissents:

Laurence Kalkstein,
Employer Member

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 15th day of April, 1980, before me personally appeared PHILIP J. RUFFO, to me known and known to me to be the Chairman of the Panel who executed the foregoing Determination, and he duly acknowledged to me that he executed the same.



Notary Public

BENJAMIN JAFFE
Notary Public, State of New York
No. 41-7065900 - Queens County
Term Expires March 30, 1982

STATE OF NEW YORK)
) SS:
COUNTY OF WESTCHESTER)

On this day of April, 1980, before me personally appeared ARTHUR REVELLESE, to me known and known to me to be the Union Member of the Panel who executed the foregoing Determination, and he duly acknowledged to me that he executed the same.

Notary Public

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER) SS:

On this day of April, 1980, before me personally appeared LAURANCE KALKSTEIN, to me known and known to me to be the Employer Member of the Panel who executed the foregoing Determination, and he duly acknowledged to me that he executed the same.

Notary Public

