

NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD
INTEREST ARBITRATION PANEL

In the Matter of the Arbitration :
between :
CITY OF UTICA, :
Employer, : OPINION
and : AND
JOHN E. CREEDON POLICE BENEVOLENT : AWARD
ASSOCIATION, INC., :
Employee Organization :
PERB Case No. IA85-29: M85-2 :

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DEC - 8 1986

CONCILIATION

BEFORE: Jeffrey M. Selchick, Esq.
Public Panel Member and Chairman

Benjamin Ferrara, Esq.
Employer Panel Member

Gerald Washburn
Employee Organization Panel Member

APPEARANCES:

For City of Utica

Armond J. Festine, Esq.
Corporation Counsel

For John E. Creedon Police Benevolent Association, Inc.

Rocco A. DePerno, Esq.

Pursuant to the provisions contained in Section 209.4
of the Civil Service Law, the undersigned Panel was
designated by the Chairman of the New York State Public
Employment Relations Board, to make a just a reasonable
determination of a dispute between the City of Utica
("City") and the John E. Creedon Police Benevolent
Association, Inc. ("PBA").

The prior Agreement between the parties, which covered the period October 1, 1981 to October 1, 1984 (Joint Exhibit A), expired with the parties at impasse over the terms of a successor agreement. Efforts at mediation did not result in agreement, and by petition dated December 16, 1985 (Joint Exhibit B), the PBA filed for compulsory interest arbitration pursuant to Section 209.4 of the Civil Service Law. The PBA submitted 10 issues to arbitration.

On December 24, 1985, the City filed its response (Joint Exhibit C) to the PBA's petition, and submitted 30 issues to arbitration.

Hearings were conducted before the undersigned Panel on June 13 and August 6, 1986 in Utica. At the hearing held on June 13, 1986, the PBA withdrew 3 of its issues from arbitration, leaving the 7 issues which are discussed in this Opinion and Award; while the City continued with only 3 issues.

The parties entered into a Joint Stipulation before this Panel, wherein they extended the statutory 2 year limit of the Panel's jurisdiction to an additional year, and specifically requested the Panel to render an Award which would commence October 1, 1984 and continue through September 30, 1987.

Both parties filed post-hearing memoranda; that of the City was received on September 22, 1986, and that of the PBA was received on September 29, 1986. Upon receipt of the

parties post-hearing memoranda, the record in this dispute was declared closed.

Set out herein are the positions taken by the parties on each of the issues presented to the Panel, and the Panel's Award as to what constitutes a just and reasonable determination of the parties contract for the period October 1, 1984 through September 30, 1987. In arriving at such determination, the Panel has considered the following factors, as specified in Section 209.4, Civil Service Law:

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 employment 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.

WAGES

PBA Proposal

The PBA seeks wage increases of 10% for each year of the agreement. Review of salaries of other police agencies, provided through the Labor Agreements Data System ("LADS") indicates that the Utica police are among the lowest paid when compared to other upstate police (PBA Exhibit 1). Other data provided by LADS (PBA Exhibit 2) shows that Utica, a city of about 74,000 people, has the lowest maximum annual base salary for its police (PBA Exhibit 3A, B, D, and F). The maximum annual base salary of Utica police, when compared to 1984, 1985 and 1986 salaries of police in similarly populated cities and towns, was 16% lower than the average such salary in 1984, 23% below the average in 1985, and 30% below average in 1986.

The PBA contends that an award of 10% in each year of the agreement would bring Utica's police up to par with other cities that are comparable. Such increase is further supported by the City's unilateral action in lowering the complement from the contractually required 181 to 170, which has resulted in a greatly increased work burden upon the remaining police officers. Such reduction in complement, and concomitant increase in responsibilities, duties and work load clearly justifies a significant pay increase.

City Proposal

The City disputes the towns and cities offered as proper comparables by the PBA, and offers LADS data concerning other cities with populations of 50 to 100 thousand people, which show that Utica has the lowest per capita income when compared to cities like Albany, New Rochelle, Rome, Schenectady and others (City Exhibit 1). Utica's 1981 reported per capita income was \$6,914.

According to the City, the salary figures cited by the PBA are misleading, in that they do not include the significant amounts of overtime earned by most Utica police officers, nor do such figures take into account the hidden monetary benefits that are contained in the expired agreement, such as longevity pay, 13 day pay, and holiday pay. The City offered documentation to indicate that with overtime and such other benefits, some Utica officers have earned as much as an additional 25% to 30% of salary (City Exhibit 3), with an average percentage difference of 16.86%. Such figures clearly indicate that base salary does not accurately reflect what an individual Utica officer is actually earning.

As calculated by the City, the cost of the PBA salary increases would be in excess of \$1 million, a sum which the City is unable to raise (City Exhibit 4). The City's ability to pay is modest, as demonstrated by the recent negotiated and arbitrated settlements for other City employees. Salary increases for other City employees have

ranged from 0 to 8 percent, with the average being 4 through 6 percent (City Exhibit 5). The recently determined Compulsory Interest Arbitration Award for the Utica Fire Department shows salary awards for the years 1986 and 1987 of 4 percent/3.5 percent split for 1986 and only 4.25 percent for 1987 (City Exhibit 6).

The City proposes that the Utica police receive salary increases of 0 percent, 6 percent, and 6 percent for each respective year of a 3 year agreement. Such salary package is commensurate with the City's ability to pay, and is comparable to what has been given to other City employees.

Discussion

The Panel has carefully analyzed the comparable salaries of police in other jurisdictions, and has concluded that the base salaries of the Utica police are disproportionately low, and must be significantly increased. Even when compared with salaries paid police in smaller cities/towns like Dewitt, Rome, Clay, Liverpool or Manlius, which are located in close proximity to Utica, the maximum base salary of a Utica police officer would be near the bottom, unless subjected to an increase more substantial than that offered by the City (PBA Exhibits 5A through F).

The Panel does not view it appropriate to consider the overall earnings of Utica police, particularly since such figures include an unusually high amount of overtime. No other police salaries contained in LADS data include overtime as considered in determining base salary, nor are

the other monetary benefits received by Utica police much different from those generally received by other municipal police (City Exhibit 1, PBA Exhibit 2). Furthermore, it is the view of the Panel that the significant use of overtime to provide police protection in the City should be reviewed to determine the causes of such overtime needs, and possible solutions to eliminate such condition.

Certain other monetary factors have been considered by the Panel, including the budgeting of monies in excess of \$500 thousand to be applied to back wages for police, and the substantial savings by the City of an additional \$500 thousand for each year of the agreement, as a result of the recent reduction in premium payments to the New York State Retirement Fund (PBA Exhibit 9). Furthermore, as a direct result of the reduction by the City of the complement of officers from 181 to 170, it is estimated that the City has saved over \$1 million over the past 2 years in salaries and additional benefits. Additionally, such savings should continue prospectively in light of the Panel's award, set out below, concerning the deletion of the complement clause from the parties 1984-87 Agreement. Deletion of the complement requirement is an essential element in the Panel's awarding of the salary package herein.

Award

The Panel awards salary increases of 4% effective October 1, 1984, 9.5% effective October 1, 1985, and 9.5% effective October 1, 1986.

RETIREMENT BONUS

PBA Proposal

The PBA seeks the implementation of an economic incentive for early retirement after 20 years of service. Such monetary schedule, to be effective October 1, 1985, would include the following payments upon retirement:

After completion: 20 years...	\$5,000
21 years...	\$4,000
22 years...	\$3,000
23 years...	\$2,000
24 years...	\$1,000

All officers who retire after more than 24 years of service would receive \$1,000 in separation pay.

Effective October 1, 1984, any officer retiring, regardless of years of service, would receive \$5,000 separation pay, providing said officer retires prior to October 1, 1985.

The PBA contends that this proposal would result in an actual net monetary gain to the City, and would also open police positions for new officers, resulting in an overall younger police force. Clearly, new officers are hired at substantially lower salaries than those paid to 25 year police veterans. Additional savings will result in lower payments on behalf of the new officer for retirement, health, welfare and related benefits.

City Position

The City has indicated that it does not believe that payment of a retirement bonus as proposed by the PBA will result in any significant monetary savings to the City. The City has calculated the cost of such benefit, estimating 8 officers retiring with 24 years of service each, at \$120,000.

Discussion

A review of the provisions of collective agreements for the comparable police agencies submitted by both the City (City Exhibit 1) and the PBA (PBA Exhibit 2) fails to indicate widespread acceptance of the use of retirement incentives. Rather, it is the view of the Panel that such a benefit, if desired, must be the result of the parties agreement through the collective bargaining process.

Award

The retirement bonus schedule, as proposed by the PBA, is rejected.

NIGHT SHIFT DIFFERENTIAL PAYMENT

PBA Proposal

The PBA seeks a \$1.00 per hour increase for all hours worked between 4:00 p.m. and 8:00 a.m., for any shift that starts on or after 4:00 p.m.

The new hours proposed by the PBA, a change from the existing night shift differential definition of 6:00 p.m. to 6:00 a.m., represent a more realistic view of "night time"

as it exists during the winter months in Utica. There can be no question of the increased risks inherent to police officers working during the dark of night.

City Position

The City is opposed to any increase in the night differential payment provided in the 1981-84 Agreement (Joint Exhibit A). The City has calculated the cost of the PBA demand to be \$65,000 during 1 fiscal year (City Exhibit 4).

Discussion

The 1981-84 Agreement provided additional compensation in the amount of \$.50 per hour for police officers working between the hours of 6:00 p.m. and 6:00 a.m. The Panel agrees with the PBA that whatever dangers exist for police officers, often appear to be increased during the hours of darkness. A review of comparable police departments in Oneida and surrounding counties indicates an increasing trend toward compensating officers for such duty (PBA Exhibit 4). However, the Panel does not deem it appropriate to change the hours during which the night differential is paid, as the present hours of qualification, 6:00 p.m. to 6:00 a.m. represent the prevailing hours of darkness during most of the calendar year.

Award

Effective January 1, 1987, the night differential payment for officers working between the hours of 6:00 p.m. and 6:00 a.m. shall be increased by \$.50 per hour, for a total night differential payment of \$1.00 per hour for work performed during said hours.

LONGEVITY PAY

PBA Proposal

The PBA seeks the payment of \$250 as longevity pay upon completion of 3 years of service, and \$100 per year additional thereafter, up to a maximum of 25 years.

The PBA submits that an increase in longevity pay would serve as additional compensation to the dedication of the officers who have faithfully served the City, while being grossly underpaid in comparison with surrounding communities. Assuming an average of 10 years seniority, an officer would receive an additional \$350 in longevity pay over the present benefit provided of \$600 for 10 years service. The City has failed to present any evidence to indicate that it does not have the ability to pay such increased longevity payments.

City Position

The City opposes such an increase in longevity pay and contends that the annual cost of such increase, assuming an average of 10 years seniority, would be almost \$100,000

(City Exhibit 4). For the same reasons as cited under support of its salary proposals, the City maintains that it does not have the ability to pay for such increases.

Discussion

The 1981-84 Agreement provides for the following longevity payments:

Step One:		
	5 years or more	\$300
Step Two:		
	10 years or more	\$600
Step Three:		
	15 years or more	\$900
Step Four:		
	20 years or more	\$1200

The Panel's review of all of the comparable police contracts contained in the LADS data (City Exhibit 1, PBA Exhibits 2 and 4) reveals that the present longevity payment schedule is comparable and fair. Accordingly, no increase is warranted.

Award

The longevity payments provided in the parties 1981-84 Agreement shall be continued for the period October 1, 1984 through September 30, 1987, and shall be paid retroactively to all eligible officers of the Utica police.

CLEANING AND MAINTENANCE ALLOWANCE

PBA Proposal

The PBA seeks \$300 per year for each bargaining unit employee for cleaning and maintenance of uniforms, or in the alternative, a provision for the City to pay all cleaning and maintenance expenses for all uniformed as well as non-uniformed personnel.

The PBA contends that this allowance is necessary based on the increased cost of uniform cleaning and maintenance expense, and the overall low pay level of members of the Utica police.

City Position

The City opposes this increase, and submits that its cost has been calculated at over \$31,000 per year. The City maintains that it does not have the ability to pay such an increased cost.

Discussion

The parties 1981-84 Agreement provides for a fair and reasonable clothing maintenance/allowance schedule, which is comparable to that reviewed by the Panel as received by comparable police agencies. It is the view of this Panel that an increase in such benefit is not warranted in light of the substantial salary package that is awarded herein.

Award

The cleaning and maintenance allowance, as proposed by the PBA, is rejected. The provisions contained in the parties 1981-84 Agreement relating to Clothing Maintenance and Clothing Allowance shall be continued for the period October 1, 1984 through September 30, 1987, and shall be paid retroactively to all eligible members of the Utica Police.

LIFE INSURANCE

PBA Proposal

The PBA seeks payment by the City of premiums for the Police Conference of New York Group Life Insurance, Family Plan, in coverage amounts of \$25,000 for the member, \$5,000 for a spouse, and \$1,000 per child. In the alternative, the City will pay the premiums presently paid by bargaining unit members that are enrolled in the Savings Bank Group Life Policy with coverage of \$5,000 per member.

The PBA contends that such benefit is not only affordable, but would ultimately benefit the public at large, by providing for the families of deceased officers. Such a benefit would obviate the necessity of such families relying upon public assistance, and would save money for tax-payers.

City Position

The City opposes this increased benefit, and submits that it is not warranted based on comparisons with other police agencies of similar size. The City maintains that it does not have the ability to pay the costs of such increased benefits.

Discussion

It is the view of the Panel that the substantial salary increase provided by this Award should allow all members of the Utica police to obtain additional life insurance coverage if desired, and that the benefit proposed by the PBA is not warranted.

Award

The life insurance benefit, as proposed by the PBA, is rejected. The provisions of the 1981-84 Agreement, providing for death benefits, shall be continued for the period October 1, 1984 through September 30, 1987.

LEGAL BENEFITS

PBA Proposal

The PBA seeks payment by the City of all premiums on behalf of all bargaining unit members for enrollment in the Police Conference of New York Legal Benefits Plan.

Acceptance of this benefit would lessen the financial burden on individual officers. Numerous comparable police agencies are presently providing this benefit for their

police, including the communities of Rome, Watertown and Newburgh.

City Position

The City opposes this increased benefit, and submits that it is not warranted based on comparisons with other police agencies of similar size. The City maintains that it does not have the ability to pay the costs of such increased benefits.

Discussion

It is the view of this Panel that due to certain stressful working conditions inherent in any police officer's assignment, legal consultation and representation has become an important need for police. The Panel notes that the nearby community of Rome has recently included the benefit of group legal services (PBA Exhibit 7), as have several police agencies included in the LADS data comparables (City Exhibit 1, PBA Exhibits 2 and 4). While the Panel believes that the inclusion of such a benefit would be appropriate, it does not believe that the City should bear the majority of the cost of such program.

Award

Effective January 1, 1987, the City shall contribute the total amount of \$4.00 per month for each officer who elects to participate in the Police Conference of New York Group Legal Plan.

MINIMUM COMPLEMENT

City Proposal

The City proposes that the minimum complement clause which exists in the 1981-84 Agreement, and provides that the City maintain 181 police officers, should be eliminated.

The City maintains that this minimum complement clause acts to determine the size of the workforce; a determination that is clearly regarded in labor relations as a basic management prerogative. Such minimum complement clause imposes budgetary havoc upon the City, particularly in light of its present deteriorating financial condition.

Research submitted by the City indicates that the following comparable cities do not have any minimum complement requirement as contained in the 1981-84 Agreement: Niagara Falls, Rome, Watertown, Binghamton, New Rochelle, Kingston, Schenectady, and Syracuse (City Exhibit 2).

With the elimination of the minimum complement clause, the police department's complement shall be set by ordinance of the Common Council, pursuant to Section 134, Second Class Cities Law. Under the present City Charter, Common Council ordinances may be vetoed by the Mayor, with the Council having further recourse to override said veto with a two-thirds majority vote. The City argues that the complement would therefore be decided by the standard interaction of power exercised by both the legislative and

executive branches of City government. Such would be the proper and appropriate exercise of management prerogative.

PBA Position

The PBA seeks to retain the minimum complement level at 181 police officers.

The PBA submits that the City has failed to offer any proof to support its position that the complement is presently set too high in comparison to the present City population levels, and further failed to prove that the public at large would benefit from a proposed reduction.

The PBA further argues that the City has failed to offer any proof as to its economic inability to support a 181 officer complement. In addition to the funds saved by the City by its unilateral reduction of the complement, its savings of monies previously budgeted for police wage increases, and its savings in lowered retirement contribution premiums, the City's present tax rate is below the constitutional limit. Additionally, the City presently has \$1.3 million available through a recent bond issue (PBA Exhibit 12).

Discussion

Although the right to determine the size of the workforce has traditionally been viewed as a management prerogative, in the instant case, the parties have previously agreed to limit such right, through the negotiation and subsequent agreement of a minimum complement

provision. The City now argues that continuation of such minimum complement clause will curtail the City's ability to properly manage and direct the police force, and will prevent serious budgetary and economic problems. The City has further indicated that the requirement set by the minimum complement provision has directly impacted upon the City's ability to provide substantial salary increases for members of the police department.

It is the view of this Panel that the elimination of the minimum complement provision for the 1984-87 Agreement determined by this compulsory interest arbitration, must serve as the quid pro quo for the substantial salary increases awarded herein. The Panel has considered the savings which has resulted from the unilateral reduction of the complement by the City during the impasse period, and has utilized such funds to pay for said increases. The Panel has further considered the effect of the elimination of the minimum complement provision on the City's future ability to manage the police workforce, and if necessary, reduce the complement to more accurately reflect the population and public safety needs of the City.

It is the determination of this Panel that, effective January 1, 1987, the minimum complement provision shall be eliminated from the terms of the 1984-87 Agreement. The Panel is specifically making no determination concerning the action taken by the City during the impasse period, in reducing the minimum complement. However, it is the further

determination of the Panel that upon elimination of the minimum complement provision on January 1, 1987, that the PBA and the City, at the specific request of the PBA, shall negotiate concerning the impact of the elimination of the minimum complement upon shift complements and squad complements.

Award

Effective January 1, 1987, the minimum complement provision contained in the 1981-84 Agreement shall be eliminated from the terms of the 1984-87 Agreement.

As discussed above, the parties shall negotiate concerning the impact of the elimination of the minimum complement upon shift complements and squad complements.

COMPOSITION OF BARGAINING UNIT

City Proposal

The City proposes that the position of Chief of Police and Deputy Chief be removed from the bargaining unit. The City contends that the Chief and the Deputy Chiefs have direct line authority over all other members of the bargaining unit, yet they share the same terms and conditions of employment, and exist as members of the same bargaining unit as patrolman, and all other subordinate ranks.

According to the City, inclusion of the Chief and Deputy Chiefs in the unit, has been one of the causes of the

failure of the negotiation process, since, by virtue of their status and position, the Chief and Deputy Chiefs may entirely control the bargaining process solely for their own benefit, to the detriment of all other officers.

The City argues that inclusion of the titles of Chief and Deputy Chief within the same unit as patrolman is not found in other police agencies, as specified in the LADS data (City Exhibit 1). Secondly, the City offered documentation from a textbook on police management, which indicates that such bargaining unit composition creates a climate in which productive labor relations may be hampered (City Exhibit 8).

PBA Position

The PBA opposes removing the Chief and Deputy Chiefs from the unit, and maintains that such issue of unit clarification falls solely within the exclusive jurisdiction of the Public Employment Relations Board (PERB). The PBA argues that the matter should be left to the PERB process

Discussion

The Panel is of the opinion that while unit designation and clarification is an issue often determined through the PERB process, it is also a matter that may be determined by this Panel. It is clear to the Panel that individual's serving in the titles of Chief and Deputy Chief may often be at conflict with the interests of patrolmen and other subordinate ranks, and that oftentimes, they do not share a

sufficient community of interest to warrant continuation in the same bargaining unit. While this Panel cannot render any determination as to whether the Chief and Deputy Chiefs are more properly to be considered as management personnel, it does determine that such titles should constitute a separate bargaining unit.

Award

The creation of a separate bargaining unit for the Chief and Deputy Chiefs, shall be effective January 1, 1987. In light of the City's stipulation at the hearing, that upon creation of a separate unit for the positions at issue it would continue all PBA Agreement terms, conditions and benefits for such unit for the balance of the term of the PBA Agreement awarded as a result of this proceeding; the Panel awards such continuation of benefits, terms and conditions for the separate bargaining unit for the period January 1, 1987 through September 30, 1987. For the period October 1, 1987 through December 31, 1987, such titles remain with the original bargaining unit, and are entitled to all retroactive salary increases and other benefits which are awarded herein by this Panel.

AWARD SUMMARY

The undersigned, constituting the Public Arbitration Panel, duly designated by the New York State Public Employment Relations Board to render a determination in the dispute between the John E. Creedon Police Benevolent Association, Inc., and the City of Utica, hereby make the following Award:

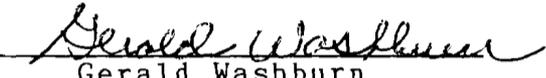
1. The term of the Agreement shall be retroactive to October 1, 1984 and shall continue through September 30, 1987.
 2. The Panel awards salary increases of 4% effective October 1, 1984, 9.5% effective October 1, 1985, and 9.5% effective October 1, 1986.
 3. Effective January 1, 1987, the night differential payment for officers working between the hours of 6:00 p.m. and 6:00 a.m. shall be increased by \$.50 per hour, for a total night differential payment of \$1.00 per hour for work performed during said hours.
 4. The longevity payments provided in the parties 1981-84 Agreement shall be continued for the period October 1, 1984 through September 30, 1987, and shall be paid retroactively to all eligible officers of the Utica police.
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5. The provisions contained in the parties 1981-84 Agreement relating to Clothing Maintenance and Clothing Allowance shall be continued for the period October 1, 1984 through September 30, 1987, and shall be paid retroactively to all eligible members of the Utica Police.
 6. Effective January 1, 1987, the City shall contribute the total amount of \$4.00 per month for each officer who elects to participate in the Police Conference of New York Group Legal Plan.
 7. Effective January 1, 1987, the minimum complement provision contained in the 1981-84 Agreement shall be eliminated from the terms of the 1984-87 Agreement. As discussed above, the parties shall negotiate concerning the impact of the elimination of the minimum complement upon shift complements and squad complements.
 8. The creation of a separate bargaining unit for the Chief and Deputy Chiefs, shall be effective January 1, 1987. For the period October 1, 1984 through December 31, 1986, such titles remain with the original bargaining unit, and are entitled to all retroactive salary increases and other benefits which are awarded herein by this Panel.
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9. Except as specified in this Award, all other terms and conditions previously agreed to by the parties, and previously contained in the parties 1981-84 Agreement shall be continued through September 30, 1987.


Jeffrey M. Selchick, Esq.
Public Panel Member & Chairman


Benjamin Ferrara, Esq.
Employer Panel Member


Gerald Washburn
Employee Organization Panel Member

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

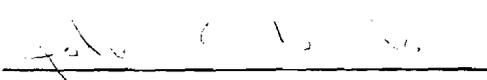
On this 10th day of December, 1986, before me personally came and appeared Jeffrey M. Selchick, to me known and known to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.



NOTARY PUBLIC
JOHN C. BRUCKER
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN CHEIDA COUNTY
MY COMMISSION EXPIRES MARCH 30, 1987

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

On this 15th day of December, 1986, before me personally came and appeared Benjamin Ferrara, to me known and known to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.



NOTARY PUBLIC
JOHN C. BRUCKER
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN CHEIDA COUNTY
MY COMMISSION EXPIRES MARCH 30, 1987

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

On this 15th day of December, 1986, before me personally came and appeared Gerald Washburn, to me known and known to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.



NOTARY PUBLIC
JOHN C. BRUCKER
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN CHEIDA COUNTY
MY COMMISSION EXPIRES MARCH 30, 1987