

NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD
INTEREST ARBITRATION PANEL

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

MAR 18 1991

CONCILIATION

OPINION

AND

AWARD

In the Matter of the Arbitration :
between :
THE VILLAGE OF FAIRPORT, :
Public Employer, :
and :
FAIRPORT POLICE BILLY CLUB, affiliated :
with Local 1170 Communication Workers :
of America, AFL-CIO, :
Employee Organization :
PERB Case No. IA89-29: M89-151 :

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

Peter J. Spinelli, Esq.
Employer Panel Member

Ronald P. Vignari
Employee Organization Panel Member

APPEARANCES:

For Village of Fairport

Harris Beach & Wilcox
Susan N. Burgess, Esq., of Counsel

For Fairport Police Billy Club

Lipsitz Green Fahringer Roll Schuller & James
Ronald J. Jaros, Esq., of Counsel
Joseph E. O'Donnell, Esq., of Counsel

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 and reasonable
determination of a dispute between the Village of Fairport
("Village") and the Fairport Police Billy Club ("Union").

The prior Agreement between the parties, which covered the period June 1, 1987 through May 31, 1989 (Joint Exhibit A), expired with the parties at impasse over the terms of a successor agreement. Impasse was declared by the Village on June 29, 1989.

Thereafter, a Mediator was appointed by the Public Employment Relations Board and mediation sessions were conducted. Efforts at mediation did not result in overall agreement, and by petition dated October 27, 1989, the Union filed for compulsory interest arbitration pursuant to Section 209.4 of the Civil Service Law.

Prior to declaring impasse, and during mediation, the parties reached several tentative agreements, which remain as agreed upon by the parties and are reaffirmed as part of this Opinion and Award. Among the areas of tentative agreement were the method for calculating overtime pay by dividing officers' regular weekly pay by 37.5 hours (instead of 40 hours), an increase in the number of annual personal days from 4 to 5, agreement to provide pay at straight time for personal days not used during a year, an increase of 2 additional one-half holidays, which increased the number of contractual holidays by one, effective June 1, 1989.

On January 18, 1990, the Village filed its response to the Union's petition.

On April 25, 1990, the undersigned Public Arbitration Panel was designated by the Public Employment Relations Board.

The first day of hearing in this interest arbitration was conducted before the undersigned Panel on August 24, 1990 in the Village of Fairport. At that time, the Petition and the Response were submitted, along with other exhibits which stated the positions of the parties on the open issues. After extensive discussions, the Panel rendered an Interim Decision on the issue relating to Article XIV, Section 5 of the existing collective bargaining agreement. This Interim Decision, which had unanimous agreement among the Panel members, is fully set out in the body of this Opinion and Award.

Thereafter, the Panel met with the parties on September 4, 1990, in an attempt to further mediate the open issues. Such mediation was not successful, and the Panel conducted an additional day of hearing on February 1, 1991. At that hearing, both parties presented additional exhibits and argument on their respective positions. The Village submitted a brief at that hearing.

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 June 1, 1989 through May 31, 1991.

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.

BACKGROUND

The Village is located in the Town of Perinton, which is in the eastern part of Monroe County. The Village is located approximately 10 miles from the City of Rochester, and borders closely on Wayne and Ontario counties. According to 1980 census figures, the Village had a population of almost 6,000 people.

The Village Police Department presently consists of a Chief, 2 Sergeants and 7 officers, and operates 24 hours per day on 3 shifts.

The last salaries in effect for Village police officers effective May 29, 1988, as provided by the expired contract, are as follows:

Starting Patrolman	\$23,347	
After 12 months	\$24,814	
After 24 months	\$26,116	
After 36 months	\$31,460	
Corporal	\$33,662	(no incumbents)
Sergeant	\$34,920	

SALARY

Union Proposals

At the hearing held before the undersigned Panel on February 1, 1991, the Union modified its previous salary proposal. The Union now requests that salaries be increased 6.25% and 1.25% for the period commencing June 1989 and ending May 1990 (year 1), and 8% for the period commencing June 1990 and ending May 1991 (year 2). In effect, the Union requests an increase to base salary of 7.5% in year 1 and an increase to base salary of 8% in year 2.

The Union requests that the Sergeant's salary be 13% above that of the 36 month or top step patrolman salary, and that the corporal step, which presently has no incumbents, be eliminated. The Sergeant's salary is presently 11% above the top step patrolman salary.

The Union indicates that the Village has admitted and stipulated that the Village does not raise the issue of lack of ability to pay said increases. It is the position of the Union that the Village is a wealthy community that has provided substantial salary increases to other Village employees and that the police are entitled to similar increases as those which have been granted other Village employees (Union Exhibits 6 and 7).

The Union argues that a proper comparison may be made with the Webster Police Department, and that the Union's proposed increases are necessary simply to maintain some degree of equity with the Webster Police Department and other departments which serve Monroe County. The Union points out that the Fairport Police have had a great increase in criminal activity in the past few years (an increase of 44% was noted by the Chief for 1988) as noted in a Departmental meeting of March 1, 1989 (Union Exhibit 9) and articles in the local newspaper (Union Exhibit 8).

The Union also seeks a shift differential of \$.25 per hour for officers assigned to the 2:00 p.m. to 10:00 p.m. shift and a shift differential of \$.35 per hour for officers assigned to the 10:00 p.m. to 6:00 a.m. shift. The Union indicates that many other police departments do have shift differential, and that it is only a small token payment for the inconvenience of working during the evening and night hours.

Village Proposals

The Village proposes that a new salary schedule be adopted, which provides for 5 steps, and increases of approximately 5% in each of 2 years, plus step increases which would significantly provide additional increases to most members of the bargaining unit. The Village salary proposal is as follows:

Years of Service	1989-90	1990-91
Starting Patrolman	\$23,500	\$24,000
After 1 year	\$25,400	\$26,130
After 2 years	\$27,300	\$28,260
After 3 years	\$29,200	\$30,390
After 4 years	\$31,100	\$32,520
After 5 years	\$33,000	\$34,650
Sergeant	\$36,630	\$38,460

The Village argues that a comparison with other police departments in Monroe, Ontario and Wayne counties reveals that Fairport's starting salary was third among selected municipalities. Each of the three new police officers hired by the Village in June of 1990 came from other municipal police departments. Obviously, the salary in Fairport was competitive, and superior to the salary of the former police department of the new Fairport officer.

The Village also seeks to smooth out irregular steps in the current salary schedule and provide officers with greater opportunity to advance. The current schedule

provides only 3 steps, with uneven amounts for step advancement. The proposed 5 step salary schedule provides for an increment of \$1,900 for each step in 1989 and an increment of \$2,130 for each step in 1990. This provides a significant increase for each officer as he advances through the steps during his career. The Village proposal provides increases of 5% in each year to the Sergeant and the officers at the top step, and provides raises of a great deal more for officers at the lower steps. Additionally, certain of the officers qualify for longevity bonus payments in addition to the salary on the schedule.

The Village points out that between 1983 and 1988, the Consumer Price Index rose by only 3.7% per year, and over the last year by only 4.7%. The Village offer of 5% per year is in excess of the Consumer Price Index and is in line with the negotiated increases provided to other police officers in Monroe, Ontario and Wayne counties. No police department has received the 7.5% increase in 1989 base salary requested herein by the Union. The Village further argues that the 5% increase is in keeping with what has been granted to other Village employees during 1989 and 1990. Consistent with this 5% increase, the State of New York negotiated raises of 5% with its major unions for 1988 and 1989, and 5.5% for 1990. Private sector increases have been below 5% for 1990.

Discussion and Award

As the Panel considers the arguments presented by both parties herein, it must take notice of the fact that the United States, and particularly the Northeast, is in the midst of a serious recession. This is being felt most strongly in New York State, where State government now faces a 6 billion dollar deficit, and proposes to reduce that deficit through increased taxes, reductions in State services to localities, and layoffs of government employees. While the subject of ability to pay is not in issue in the instant impasse, this Panel, particularly the Public Panel Member, must consider the economic climate before making any award on wages and other financial benefits. This Panel does not exist in isolation; it is intended to have a public obligation to provide a just and equitable resolution while at the same time, considering the impact upon the local government and the taxpayers who support that government.

Due to the size of the Fairport Police Department, it is difficult to find a proper comparable department for purpose of wages and other benefits. East Rochester, which is nearby, received 5.5% for 1989 and 5.5% for 1990. Brighton received 5% for 1989 and 6% for 1990. The Monroe County Sheriff's Department received 5% for 1989 and 5% for 1990. Other Village employees received 5% for 1989 and 5% for 1990.

In comparing salaries, by reason of geography and size, the police departments of East Rochester and Webster serve as fair comparables. In determining an appropriate salary increase, the Panel has attempted to maintain Fairport's relative ranking when compared with those departments. The salary increases awarded herein will keep Fairport's wages competitive and at the same time not be out of touch with the economic crisis facing New York State taxpayers.

The Panel awards increases of 6% in year 1, and 6% in year 2, as follows:

Years of Service	Effective 5/31/89	Effective 5/31/90
Starting	\$24,350	\$25,350
After 1 year	\$26,303	\$27,881
After 2 years	\$27,683	\$29,344
After 3 years	\$33,348	\$35,349
Sergeant	\$37,016	\$39,237

In awarding the above salary increases, the Panel has not provided the 6% increase to the starting salary, as it is of the opinion that to do so would create a starting salary in excess of that offered in other police departments contiguous to Fairport and in Monroe County generally. In the absence of any recruitment problems, and none appear to exist, the starting salary as set out above should be sufficient to maintain a competitive position when the need for recruitment of new officers arises again.

Although the prevailing trend among comparable police departments for the term of the instant contract has been less than 6% increases for each of the 2 years, the Panel herein is awarding the 6% increases, and placing the maximum amount of dollars on the salary schedule, rather than providing additional monetary items sought by the Union in this arbitration. In granting the 6% increases, without changing the structure of the salary schedule as sought by the Village, the Panel is providing a significant monetary award to members of the Fairport Police Department. Other Village employees did not receive 6% increases for the term of the contract awarded herein. Nor did most comparable and nearby police departments.

It is the Panel's opinion that by awarding 6% increases to the salary schedule, it will result in the greatest financial impact to members of the unit. In effect, the Panel is placing the maximum dollars directly into the pay of all members, rather than providing other monetary benefits that may have lesser impact. Furthermore, the parties will again be at the bargaining table for a new contract almost immediately upon receipt of this Opinion and Award. It is the view of the Panel that the remaining financial items sought by the Union are more properly dealt with at the bargaining table.

By awarding an increase of 6% in each year, the officers of Fairport at top step will earn more than the officers of East Rochester and will be almost equal to the officers of Webster. It is the view of this Panel that this salary award is fair and equitable and takes into account all of the statutory criteria contained in Section 209.4 of the Civil Service Law.

All salary increases are retroactive to their effective dates. As the members of the Fairport Police have yet to receive any increase in salary since 1988, the Village should utilize its best efforts to implement the salary increases provided herein as soon as possible, and to provide the retroactive salary payments to all members forthwith and without delay.

FRINGE BENEFITS

Union Proposals

The Union seeks the availability of Blue Choice, Preferred Care and any available HMO, for officers who so desire coverage.

The Union proposes that the limitation on health insurance coverage for officers who are disabled due to job related illness or injury be deleted. Coverage is presently provided up to a maximum of 12 months following exhaustion of paid sick days.

The Union seeks a new benefit of a dental plan, for which the Village shall contribute \$18 per month for a family plan and \$9 per month for a single plan. The Union proposes that such dental coverage continue following the retirement of an officer.

The Union seeks a buyout of health insurance benefit coverage for officers who elect to be covered by a spouse's health insurance plan, in the amount of \$600 per year.

Village Proposals

The Village agrees to make Blue Choice, Preferred Care or GVGHA HMO, or any other available HMO, available to officers. If the cost of the HMO option is in excess of the cost of basic coverage, the officer electing the HMO coverage is required to pay the difference.

The Village is opposed to the request to provide health insurance coverage to disabled employees for longer than one year. It is the position of the Village that Section 207(c) of the General Municipal Law provides coverage for such employees.

The Village points out that although the cost of health insurance has increased since 1984 by 145% for single coverage and by 110% for family coverage, the Village has continued to pay the full cost of this benefit for officers. If the Village is to continue to pay the full cost of health insurance, it cannot be expected to take on the additional cost of dental coverage. Further, the Village points out that no other Village employees have dental coverage.

In response to the Union's proposal for a health insurance buyout for officers who elect to be covered under a spouse's plan, the Village indicates that such a buyout would represent a windfall payment to an employee based solely on marital status and is inappropriate. Rather, the Village proposes that if an employee elects other health insurance coverage, the Village would reimburse that employee for any contribution required to obtain such coverage under the other plan, up to the cost of the Village premium under the Village's plan. If the other coverage is terminated for any reason, the officer may return to the Village plan.

Discussion and Award

At the hearing held before this Panel on February 1, 1991, the Village agreed that it would permit Union members to participate in Preferred Care, Blue Choice, GVGHA HMO, or any available HMO, with the understanding that if the cost of the HMO option is in excess of the cost of the basic coverage provided, the officer electing HMO coverage is required to pay the difference.

There is no question that increased health insurance costs has been one of the most problematic labor relations issues of the past several years. All trends indicate that costs will continue to increase at an almost astronomical rate. Many employers are now attempting to negotiate give backs in the nature of having their employees pay a larger portion of the cost of health insurance coverage. Fairport police officers are fortunate in that they do not now contribute to their health insurance coverage, even for the more expensive family coverage. This is a significant benefit in the current economy, and represents a significant cost to the Village. Furthermore, the Village will be responsible for any increased health insurance costs that are clearly forthcoming.

Accordingly, in light of the health insurance coverage provided by the Village as a significant benefit, the Panel rejects the Union's request for a dental plan and rejects the Union's request for extended coverage beyond that

presently provided in either the 1987-89 contract or the law, for employees disabled beyond 12 months.

However, the Panel understands that there is a clear desire amongst members of the unit for a dental plan. Accordingly, effective April 1, 1991, the Village will allow a payroll deduction from unit members' paychecks, for those who desire to participate in the Union's dental plan, and have determined to pay for such coverage on their own. While this will entail some additional administrative recordkeeping for the Village, in view of the very small size of the unit, it should not present an undue hardship for the Village. And, it will allow an officer a convenient way to participate in CWA's dental program, although at his own expense.

As for the health insurance buyout, if an officer elects coverage under a spouse's plan, it would clearly represent a saving to the Village in excess of \$600 per year. It is reasonable to pass a portion of said savings on to the employee who is electing the other coverage. Therefore, the Panel agrees with the Union proposal for a health insurance buyout of \$600 per year for any officer who elects to be covered under a spouse's health insurance plan. The officer shall have the right to return to the coverage provided by the Village, if the other coverage is terminated.

WORK SCHEDULE AND OVERTIME

Union Proposals

The Union proposes that any time spent for training, meetings and similar functions be paid at time and one-half. The Union also proposes that all members called to duty on a regularly scheduled day off receive a minimum of 4 hours pay at time and one-half. The Union seeks a change in contract language to mandate 16 hours between each shift worked by an officer. The Union also seeks payment at the straight time rate for the 15 minutes reporting time that each officer works prior to starting his regular shift.

Village Response

The Village opposes the Union proposals.

The Village maintains that officers are paid overtime for any hours worked in excess of their regularly scheduled shift assignment, except for the 15 minute reporting time, and time spent in training and meetings. If an officer is called into work on a day off, he is paid at the overtime rate. The Village has previously agreed in negotiations to increase overtime by basing it upon a 37.5 hour week, instead of a 40 hour week. The Village argues that payment for training, meetings and other similar functions should continue to be paid at the straight time rate.

Regarding the Union proposal for call-in overtime pay, the Village indicates that if an officer is required to work on a regularly scheduled day off, he is paid at the time and one-half overtime rate. To require payment for a minimum number of hours would provide the officer with a double benefit which is unwarranted.

Regarding the Union proposal for payment for the 15 minute reporting time period, the Village indicates that this would provide officers with a minimum of 1 hour of additional pay per week and would result in a 2.5% raise for a 40 hour week. This reporting time is part of a salaried officers basic responsibility and does not warrant additional compensation. Nor is the Union justified in its proposal to require 16 hours intervening time between each shift worked by an officer. There are times when such assignments must be made and the size of the Fairport Police Department requires that the Chief be granted flexibility in scheduling when exceptional circumstances arise.

Discussion and Award

The Panel generally rejects the Union proposal seeking payment at the overtime rate for any time spent for training, meetings and similar functions. The Panel believes that compensation at the straight time rate is appropriate for this activity, unless it is in excess of an officer's regularly scheduled shift. In such case, the officer will receive overtime compensation. Specifically stated, if an officer is required to spend time in training in excess of his regular 40 hour workweek, or on a regularly scheduled day off, or in excess of his regular 8 hour workday, that time spent in training must be compensated at the time and one-half rate.

The Panel rejects the Union proposal to mandate 16 hours between each officer's shift. The Panel can foresee instances where the Chief may need to schedule an officer with less than 16 hours between shifts, and in a small police department, such flexibility must be granted. Article XIX, Section 1 of the 1987-89 contract clearly indicates that officers shall not be regularly scheduled to work shifts with less than 16 hours intervening. The Panel is of the view that the present contract language serves to protect an officer from abuse under this provision.

As to the Union's proposal for a minimum of pay when called to duty on a regularly scheduled day off, a review of other comparable police department contracts indicates that many provide a minimum compensation when an officer is called into duty on his regularly scheduled day off. The Panel recognizes the inconvenience inherent in being called to duty on a day off, and while it accepts the concept proposed by the Union, finds that a minimum of 2 hours is the acceptable norm. The Panel awards a new benefit which provides that when an officer is called to duty on a regularly scheduled day off, he will receive a minimum of 2 hours pay at the time and one-half rate.

As regards the Union's proposal to compensate officers for reporting 15 minutes before the start of their shift, the Panel must reject this proposal. The Panel indicates however that the stated purpose of such reporting time is to allow officers coming on to the shift to communicate and be updated by officers completing their shift. It is not intended that officers take calls or begin their actual patrol during this 15 minutes of reporting time. Rather, it is time which should be spent for communication and obtaining new information relevant to the oncoming shift assignment. It is the view of this Panel that 15 minutes is not really required for this purpose. Accordingly, effective April 1, 1991, reporting time shall be reduced to 10 minutes and shall be limited to communication and updating purposes.

OUT OF TITLE WORK

Union Proposal

The Union proposes that if the Chief is away for 1 week or longer, then the Senior Sergeant shall receive the difference between his regular salary and the salary which he would receive if he held the position of Chief.

Village Proposal

The Village proposes that under such circumstances, the Sergeant should receive a 10% increase in pay for the duties he is assigned to perform during the Chief's absence.

Discussion and Award

The Panel recognizes that in the absence of the Chief, the Senior Sergeant takes on additional responsibilities. However, the Panel rejects the Union's proposal, with the view that this short term responsibility does not take into account the varied and many duties normally performed by the Chief. As the Sergeant is not in reality performing all of such duties of the Chief, it would be inappropriate to provide the Sergeant with the Chief's pay. The Panel does recognize and award additional compensation however, to the Senior Sergeant when he is called upon to perform certain of the Chief's duties during his absence.

It is the award of the Panel that in those instances when the Chief is away for 1 week or longer, the Senior Sergeant shall receive a 15% increase in his pay for the duties he is assigned to perform during the Chief's absence.

TRANSFERS

Discussion and Award

At the first day of hearing in the instant dispute, held before the undersigned Panel on August 24, 1990, the full Panel issued a unanimous award regarding the transfer provision of the contract. That award is as follows:

Article XIV, Section 5 of the 1987-89 contract shall be amended by the addition of the following language to the end of paragraph 5. That language which is now new shall read as follows:
"Assignments/transfers shall not be made for disciplinary purposes. If an assignment/transfer is made out of seniority, the Village will provide written reasons therefor."

All other proposals on the issue of transfers are rejected.

VACATIONS

Union Proposal

The Union proposes that vacations for new employees will be based on the officer's anniversary date of hire, and not the present date of June 1. Under the existing contract provision, an officer's eligibility for vacation is based on the amount of service measured as of June 1 of each year. The Union argues that for new officers hired shortly after June 1, as in the recent hires as of June 26, they miss the mark to qualify for 1 year of service and the accompanying 10 working days of vacation by only a few weeks. The Union believes that this is inequitable and must be corrected.

Village Proposal

The Village is opposed to any change in the existing contractual provision.

Discussion and Award

The Panel rejects the Union proposal. All other employees of the Village have their vacation eligibility calculated based on the June 1 measuring date. Such a proposal, only for new police officers, would be difficult to administer and would be inequitable to other Village employees who have been subject to the June 1 date since initial hire. While the current provision may seem inequitable to someone hired after June 1, it has been applied equally to all Village employees and no change is justified.

GRIEVANCES

Union Proposal

The Union proposes that all grievance meetings be held on Village paid time for the Union representative and the aggrieved party. The Union argues that since all grievance meetings are usually held during daytime hours, and often the Union representative and/or grievant works evenings or nights, they are on their own time.

Village Proposal

The Village proposes that grievance meetings shall be without loss of pay to the Union representative. The Village is opposed to the Union proposal, as it would reward an officer for filing a grievance, by giving him paid time off to pursue the grievance. Further, by allowing 2 officers paid time off to pursue grievances, it would impair the ability of the Village to provide proper police coverage on all shifts.

Discussion and Award

The Panel rejects the Union proposal and accepts the Village's proposal. The Village proposal provides that when the grievance meeting is held during the working hours of the Union representative, he would be allowed to attend without any loss of pay.

RECIPROCAL RIGHTS

Union Proposal

The Union proposes that it be allowed to compensate 2 of its members to negotiate with the Village for a new contract, and that they be granted release time from police duties to do so.

Village Proposal

The Village proposes that if contract negotiations are scheduled during the working time of a member of the Union's negotiating committee, the Village will allow release time without pay for 1 member of the committee, and every effort will be made to schedule meetings in a manner to avoid any interruption of scheduled work assignments.

Discussion and Award

The Panel rejects the Union proposal, as it would impair the Village's ability to provide proper staff coverage in a department that has only 9 officers working all 3 shifts. The Panel accepts the Village proposal with the addition that every effort will be made by the Village to schedule negotiating meetings so that they avoid any interruptions in an officer's scheduled days off.

TERM

Discussion and Award

As indicated under the salary section, the Panel awards a 2 year contract, which shall commence June 1, 1989 and continue until May 31, 1991.

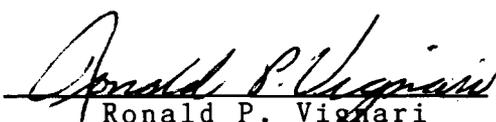
PANEL NOTATION

The Panel has made awards on specific proposals as set out supra in this arbitration Award. All proposals and arguments made by both parties have been reviewed and considered by the Panel. Any proposals not awarded or discussed in this Award are rejected. All prior tentative agreements between the parties remain in full force and effect. All other provisions and language contained in the 1987-89 contract are hereby continued, except as modified by the parties in negotiations or by the Panel in this Award.



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

Peter J. Spinelli, Esq.
Employer Panel Member



Ronald P. Vignari
Employee Organization Panel Member

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

On this 16TH day of MARCH, 1991, 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.

Cathy L. Selchick

NOTARY PUBLIC

CATHY L. SELCHICK
Notary Public State of New York
No. 4830518
Qualified in Albany County
Commission Expires ~~March~~ *Nov,* 30, 19*91*

STATE OF NEW YORK)
COUNTY OF) ss.:

On this _____ day of _____, 1991, before me personally came and appeared Peter J. Spinelli, 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

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

On this 8th day of MARCH, 1991, before me personally came and appeared Ronald P. Vignari, to me known and known to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Ronald P. Vignari

NOTARY PUBLIC

Empire 11/30/93