

IA98-035; M98-171

**PUBLIC EMPLOYMENT RELATIONS BOARD
STATE OF NEW YORK**

In the Matter of the
Interest Arbitration
between the VILLAGE OF
HUDSON FALLS
and the
HUDSON FALLS POLICE
BENEVOLENT ASSOCIATION

Opinion and Award

**PERB Case Nos. :
IA98-035; M98-171**

PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

SEP 22 1999

INTRODUCTION

CONCILIATION

On April 8, 1999, the New York State Public Employment Relations Board, pursuant to Section 209.4 of the New York State Civil Service Law, appointed a Public Arbitration Panel for the purpose of making a just and reasonable determination of the contract negotiation dispute between the Village of Hudson Falls, hereinafter referred to as the Village, and the Hudson Falls Police Benevolent Association, hereinafter referred to as the PBA.

The Public Arbitration Panel members so designated are:

Dale S. Beach, Public Panel Member and Chairman

J. Lawrence Paltrowitz, Esq., Public Employer Panel Member

Edward W. Guzdek, Employee Organization Panel Member

The arbitration hearing was held on June 2, 1999 at the Queensbury Hotel in Glens Falls. At the hearing both parties were afforded full opportunity to present testimony, exhibits, and arguments in support of their positions and to cross-examine opposing witnesses. Witnesses were sworn.

APPEARANCES

For the PBA

Edward J. Fennell, Advocate for PBA
Andrew S. Conley, PBA President
Randy M. Diamond, PBA Vice-President

For the Village

Paula Nadeau Berube, Esq., Advocate for Village
James Clary, Chief of Police
John E. Barton, Village Trustee
Bernard Burke, Village Trustee
Marie E. Philo, Clerk Treasurer

The Public Arbitration Panel met in Executive Session on July 20, 1999 at 1 Washington Street, Glens Falls. Twelve issues that were at impasse have been presented to this Panel.

Post hearing briefs were mailed to the Panel by the Village and the PBA on June 30, 1999.

STATUTORY CRITERIA

In analyzing the issues and making its determinations this Panel has given consideration to the criteria stated in Section 209.4(v) of Article 14 of the Civil Service Law (Public Employees' Fair Employment Act).

Section 209.4(v) states that in addition to other relevant factors the Panel shall take into consideration the following:

- a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration

proceeding with 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.

Section 209.4(vi) states:

(vi) the determination of the public arbitration panel shall be final and binding upon the parties for the period prescribed by the panel, but in no event shall such period exceed two years from the termination date of any previous collective bargaining or if there is no previous collective bargaining agreement then for a period not to exceed two years from the date of determination by the panel. Such determination shall not be subject to the approval of any local legislative body or other municipal authority.

BACKGROUND

The Village of Hudson Falls has a population of about 7,000. There are 14 members in the bargaining unit.

The Village and the PBA representatives met many times to work out a successor to the 1995-98 agreement. Specifically they met on April 28, May 12, June 9, June 18, July 28 and August 11, 1998. They were unable to agree to the terms of a new agreement. Mediation sessions were held on November 9, 1998 and January 21,

1999. When the parties were still not able to reach an agreement on a new contract, the PBA filed a Petition for Compulsory Interest Arbitration with PERB on February 12, 1999. On or about March 3, 1999 the Village filed its response to the Petition with PERB.

It is well recognized that police work is stressful and hazardous. Police must protect law-abiding citizens from those known or believed to be dangerous.

The issues in dispute that have been submitted to the Arbitration Panel for its determination are as follows:)

Salary

Health Insurance

Association Business

Overtime Policy

Jury Duty

Temporary Leaves of Absence

Retirement

Off Duty Appearances

Weapons

Education Bonus

Minimum Staffing Requirements

Sick Leave

THE ECONOMIC AND FINANCIAL SITUATION OF HUDSON FALLS

Both the PBA and the City provided information and testimony about the economic and financial status of Hudson Falls.

The PBA submitted documentation showing that as of March 1998 the maximum taxing power for the Village was \$3,220,186. This

figure was derived from the State constitutional tax limit of 2% of the five-year average full valuation of taxable property. The tax levy was \$1,506,113 for general Village purposes. Thus there was a very substantial tax margin.

Also for the fiscal year ending on May 31, 1998 the Village had a fund equity of \$2,256,973. This compares with total expenditures of \$2,269,037. Documentation submitted also shows that the fund equity at the end of 1997 was \$1,095,048, and at the end of 1996 it was \$998,283. The PBA asserts that the Village has a very good financial situation.

The Village counters the PBA conclusion by stating that because of a recent Federal government mandate the Village must install a completely new municipal water system by August 31, 2000. The State Department of Health had conducted an investigation of the Village's water system and found that it failed to meet new Federal and State requirements regarding proper minimum treatment, filtration, and chlorination of drinking water. The Village intends to tie into the Town of Queensbury's water system. The approximate total cost for this new water system will be \$1,700,000. Very little of this sum has been budgeted for the 1998-99 fiscal year. After installation of the new water system the annual cost will be about \$206,000. Thus the new water system will have a huge impact on taxpayers over the next several years.

Also in recent years there has been a vast decrease in the big business tax base in the Village especially regarding General Electric and Sandy Hill.

THE ISSUES**DURATION OF THE AWARD**

Both the PBA and the Village are in agreement that the award of this arbitration proceeding should be for two years.

Award

This arbitration award shall cover the two-year period from June 1, 1998 through May 31, 2000.

1. SALARY

For the year 1997-98 the starting salary for a Patrolman in Hudson Falls is \$27,549.96 per year. At the fourth year the salary is \$30,908.35. At the 20th year a patrolman is paid \$33,304.80. The starting pay for a Dispatcher is \$23,080.00 per year. Starting pay for a Sergeant is \$31,333.28. At the 20th year a Sergeant makes \$36,833.90. A Detective starts at \$35,091.62 per year. At the 20th year a Detective is paid \$40,436.61.

Position of the PBA

The PBA proposes that each step on the salary schedule be raised 3.0% for 1998-99 and 3.0% for 1999-2000. The PBA wants to retain the current annual \$250 tenure payment for those who have 8 or more years of service.

The PBA submitted into evidence a table comparing Hudson Falls salaries with those of Fort Edward, Glens Falls, Granville, Saratoga County, South Glens Falls, Warren County and Washington

County.

The PBA also submitted into evidence a photocopy of PERB's Contract Analysis Program for the years 1995, 1996, and 1997.

Position of the Village

The Village proposes that for the years 1998-99 and 1999-2000 there should be no salary increases for the first four (4) steps. Begin salary increases in each year with step 8 and apply a uniform 2.25% increase for steps 8 and above. Apply \$600 longevity pay after steps 8, 12, 16, and 20 have been completed. Section (D) of Article V shall be amended to provide that the increments in salary should be granted upon completion of the respective year needed for the increment. The following phrase shall be added to section (D): "provided there is no break in service between the temporary and permanent appointment to Civil Service Law."

The Village points out that the Village of Hudson Falls and its CSEA unit recently settled for a 2.6% increase in 1998 and a 2.85% increase in 1999. Village exhibits 14-16 show that for 1998-99 the PBA salary proposal would cost \$7,560.15 more than the Village's proposal and \$15,552.57 more than the Village's proposal for 1999-2000.

The Village provided data showing percentage salary increases for police and sheriffs (plus 2 CSEA units) for area villages, cities, and counties for 1998 and 1999.

Discussion

In arriving at its salary decision the Arbitration Panel has fully considered the data and arguments submitted to it by the Village and the PBA. The Village does have the ability to pay reasonable salary increases for 1998-99 and for 1999-2000. The Arbitration Panel is fully cognizant of the characteristics of police work and the interests of the public.

In comparing Hudson Falls salaries with those of area communities we find that Hudson Falls salaries tend to be a little higher at the lower steps on the schedule but lower at the higher steps.

The table below shows the recent public sector salary increases for 1998 and 1999 for area jurisdictions (from Village exhibit 12 and post-hearing brief p.8).

| <u>Community</u> | <u>1998</u> | <u>1999</u> |
|-----------------------------------|-------------|-------------|
| City of Glens Falls & PBA | 2.5% | 2.5% |
| Warren County & PBA | 2.75% | 0% |
| City of Glens Falls & CSEA | 2.75% | 2.6% |
| Granville & PBA | 2.5% | 3.0% |
| Hudson Falls & CSEA | 2.6% | 2.85% |
| Washington County & Dep. Sheriffs | 2.7% | 2.8% |
| Johnstown & PBA | 2.8% | 3.0% |
| South Glens Falls & PBA | 3.0% | 3.0% |
| Ticonderoga & PBA | 3.0% | 3.0% |
| Saratoga County & Dep. Sheriffs | 4.0% | 4.0% |

From the above data the average salary increase for 1998 is 2.86% and for 1999 it is 2.675%.

Award

Effective June 1, 1998 raise salaries at each step of the salary schedule 2.6%. For the second year of the two-year award, June 1, 1999 through May 31, 2000, raise salaries at each step of the salary schedule 2.85%. These increases shall become effective when each employee moves into the relevant step on the schedule.

2. HEALTH INSURANCE

The PBA states that there has been a long history of controversy between the Village and the PBA over health insurance.

Since 1995 the MVP Health Plan has been in effect and this plan has been well received by a majority of PBA members using the plan. The PBA states that it is willing to make some concessions to the Village in an effort to resolve the issue of health insurance benefits.

The Village proposes that it can offer 3 different health plans instead of one, namely MVP, Blue Shield Health Now Flex, and Partners Health Plan. For plan members hired before June 1, 1998 the Village would pay 100% of individual health insurance premiums if they choose MVP or Blue Shield Health Now Flex. Also the Village would pay 100% of 2-person or family coverage if the member chooses the insurance company that offers the lowest premiums among the three different providers. If a member selects a more

expensive plan than the one fully covered as outlined above, the member would have to pay 30% of the increase in cost, with the Village picking up the other 70%. The employee's contribution could be made through an Internal Revenue Code plan at pre-tax dollars.

For members hired after June 1, 1998, the Village will pay a set dollar amount toward the employee's premiums (currently the cost of Blue Shield Health Now Flex plan for individuals, 2 persons and family) with the employee paying the total amount of the difference between the set dollar amount and the actual premium cost.

For members who retire after June 1, 1998, they shall continue to receive health insurance and shall contribute toward the premium in the manner they were contributing as of the date of their retirement.

The Village offers some comparables. For example the Village of Hudson Falls and the CSEA have agreed to the foregoing exact plan. The City of Glens Falls and the PBA have a contract in which the City pays only for the lowest health care provider from the choices of MVP and Northcare. In South Glens Falls the Village pays 90% and the employee pays 10%.

Discussion

Because health insurance premiums continue to escalate some adjustments should be made. The PBA said that it is willing to make some concessions.

Award

Article IX - Health Insurance

Paragraph A (of the 1995-1998 agreement) should be replaced in its entirety with the following:

(A) Health Insurance Coverage

(1) The Village will make available to the employees individual and dependent coverage of the MVP Plan (\$10.00 office visit, \$4.00/\$7.00 prescription co-pay), Blue Shield Health NOW Flex Plan (variable office visit, \$5.00/\$10.00 prescription rider), or The Partners Health Plan (\$10.00 office visit, \$5.00/\$10.00 prescription rider, \$240 in-patient deductible), or equivalent health insurance coverage, provided such carriers will make their plans available to the bargaining unit. The Village will also make available to the employees the CSEA employee benefit fund vision plan with family rider, or an equivalent vision plan.

(2) Commencing January 1, 1999 for employees hired prior to June 1, 1999, the Village shall contribute up to the sum of \$178.00 per month toward the premium for individual employee's coverage; up to the sum of \$365.00 per month toward the premium for two-person coverage, up to the sum of \$487.00 per month toward the premium for family coverage, and up to the sum of \$12.00 per month for the vision coverage. The balance of the applicable health insurance premiums and vision care premiums, if any, shall be paid as follows: 70% by the Village and 30% by the employee through payroll deduction; however, the Village will make available an

Internal Revenue Code Section 125 Plan for employee contribution toward the health insurance premium and vision care premium on a pre-tax basis as long as it is available in the Internal Revenue Code. However, if the employee chooses the individual coverage for Blue Shield Health Now Flex, or equivalent, the Village shall pay the full premium for the employee's individual coverage at a maximum of the Health Now Flex individual rate. If the employee chooses the family coverage or two-person coverage for the lowest cost health provider, the Village shall pay the full premium for the family coverage or two person coverage of the lowest cost health provider.

(3) The Village will pay up to the following amounts toward the monthly health insurance premium contributions for each employee hired after May 31, 1999: Individual - \$159.00 per month, 2-Person-\$328.00 per month, Family - \$438.00 per month. The Village will also pay the sum of \$9.17 per month toward the vision plan coverage. Employees will pay for their share of the health insurance premium and the vision plan premium by payroll deduction; however, the Village will make available an Internal Revenue Code Section 125 Plan for employee contributions toward the health insurance premium on a pre-tax basis as long as it is available in the Internal Revenue Code.

Paragraph (C) should be replaced in its entirety with the following:

(C) Employees who retire after June 1, 1999 shall be eligible to receive the same individual health insurance as is available to bargaining unit employees of the Village. Retirees shall contribute toward the premium for such individual health insurance coverage at the rate that was in effect as of the date of the employee's retirement. Family health insurance coverage will be paid by the retiree in an amount equal to the difference between the premium for family health coverage and the Village contribution for individual health insurance coverage.

A new paragraph (D) should be added to state the following:

(D) Employees who retire after June 1, 1999 shall be eligible to receive the same vision plan as is available to bargaining unit employees of the Village. Retirees shall pay the entire premium cost for such vision plan.

(E) If the health insurance plans provided by the Village are not available to a retiree, the Village will reimburse the retiree for the cost of different health insurance coverage up to the amount required to be paid by the Village for coverage provided for in this agreement.

3. ASSOCIATION BUSINESS, ARTICLE IV

Currently Article IV Association Business reads as follows:

(A) The Village agrees that one or two members of the Association shall be entitled to attend without loss of pay, any Police related Conference or meeting, subject to the restrictions herein. There shall be a maximum of 26 days for said meetings that

may be used by the entire Bargaining Unit, and any unused days may not be accumulated from year to year.

(B) The Association shall provide the Chief of Police with the name of the member or members who request to attend said meeting at least five (5) days in advance thereof. If a timely request is made, the leave shall be granted providing that the Chief of Police agrees that the resulting absence from duty will not interfere with the proper conduct of the Department functions.

The PBA proposes that Article IV of the Agreement be changed to the following:

There shall be a maximum of 26 Association Leave days that may be used by the entire bargaining unit and any unused days may not be accumulated from year to year. The Association agrees to provide the Chief of Police with the name(s) of the member(s) who request Association Leave Days at least five days in advance. The Village agrees that one or two members shall be entitled to attend without loss of pay or accrued leave time:

- a. Attendance at any police union related training, seminar or conference
- b. Attendance at a meeting with the Police Conference of New York
- c. Attendance at all stages of negotiations and grievance proceedings
- d. Attendance at all stages of a disciplinary proceeding'
- e. Attendance at funeral services for members of Police agencies within a 100-mile radius of the Village of Hudson Falls. This section would be exempt from the 5 day notice advanced stipulation
- f. Taken in full 8 hour blocks of time if required to perform above Association Business on a normally scheduled work day to include:

11:00 P.M. - 7:00 A.M. prior to the day of usage
 11:00 P.M. to 7:00 A.M. night of usage for evening event
 Day of usage if scheduled to work day or afternoon shift.

The PBA states that its proposed changes are to clarify and define when members of the Association may use Association Business Leave. It further states that the PBA was created to meet the needs of its members either socially and in time of need, professionally in the area of labor relations, and for the community in the programs its helps to provide.

In 1997 a problem occurred between the PBA and the Village concerning the usage of Association Business Leave. The PBA's current proposal would help to eliminate future disputes over proper usage of Association Business leave.

The Village wants Article IV to be changed to the following concepts:

Article IV - Association Business

- a. Reduce maximum Association Business Days from 26 days per year to 12 days per year.
- b. Clarify that Association Business Days shall only be allowed to be taken to the extent that they conflict with the member's regular work schedule and that the member shall return to work if the Association Business does not take up all of the member's regular work shift.

The Village opposes the PBA proposal because it would expand and create a new definition of Association Business Leave far beyond that which was intended when the original provision was created. It would cause more Association Business Leave days to be taken which would cost the Village a great deal of money in overtime and create scheduling problems.

Comparisons with other communities show that all of the other comparables have at least 11 days fewer for Association Business than the current 26 in Hudson Falls.

Discussion

The Arbitration Panel believes that the allowable Association Business activities ought to be clearly spelled out in the collective bargaining agreement.

Award

Article IV Association Business shall be as follows:

- A. One or two members of the Association shall be entitled to attend without loss of pay, subject to the restrictions contained in this Article,
1. Any police Union related training, seminar, or conference;
 2. Any meeting with the Police Conference of New York or Northeast Police Conference;
 3. All stages of negotiation or grievance proceedings;
 4. All stages of disciplinary proceedings.

All of the above activities shall include travel time. Members of the Association may attend the above activities without loss of pay if such activities extend into the normal scheduled work time of the affected police officer(s).

There shall be a maximum of 26 days for such meetings and conferences per year that may be used by the entire Bargaining Unit, and any unused days may not be accumulated from year to year.

(B) The Association shall provide the Chief of Police with the name of the member of members who request to attend said meeting at least five (5) days in advance thereof. If a timely

request is made, the leave shall be granted providing that the Chief of Police agrees that the resulting absence from duty will not interfere with the proper conduct of the Department functions.

4. Overtime Policy

The PBA proposes that Unit members shall have preference over part time officers for all patrol scheduling, transports, and investigations.

The Village opposes this PBA proposal. The Police Chief must have full discretion in filling vacancies caused by vacations or illnesses of members. The Chief must continue to have the right to use part-time employees to fill temporary vacancies. Last year PBA members received an average of \$6,500 per person in overtime pay at a total cost to the Village of \$95,000.

Award

The last sentence of paragraph F of Article V of the 1995-1998 Agreement shall be amended to read as follows:

"The Village agrees that full time employees of the Association will not be excluded from available overtime and will be treated fairly and equitably."

The new words are: ... "and will be treated fairly and equitably."

5. TEMPORARY LEAVES OF ABSENCE - ARTICLE XI OF 1995-1998 AGREEMENT

Jury Duty

The PBA wants to add a new section to the Agreement covering jury duty. Specifically it proposes the following clause:

Unit members shall receive paid leave to serve on jury panels, and such paid service shall be credited as their tour of duty for that day, if any.

The Village objects to the PBA proposal. It claims that out of eleven comparable local contracts only the Glens Falls - CSEA contract contains a provision that a member can attend jury duty without loss of pay.

Discussion

It is a civic duty of citizens to serve on juries if called upon to do so. They should not suffer loss of wages by so serving.

Award

Add a new section to the Agreement covering jury duty to read as follows:

"Employees shall receive leave, without loss of pay, to serve on jury duty if the jury duty extends into the normal scheduled work time of the employee. Once an employee is actually selected to serve on a jury, the actual time on the jury shall be credited as the employee's tour of duty for that day or days.

The employee shall inform the Chief of Police when he is

notified by the Commissioner of Jurors as to the date(s) and time(s) of such required appearance."

6. TEMPORARY LEAVES OF ABSENCE, ARTICLE XI

6(a) The single sentence in paragraph (B) of Article XI shall be amended to read as follows:

"Personal leave or sick days are not to be used to extend a vacation or a holiday."

The words ... "or a holiday" are new.

6(b) In paragraph (C) the first sentence shall be clarified and shall read as follows:

"Each employee shall be granted three (3) work days, including one (1) day which may be used to attend spring interment, upon a death in the employee's immediate family."

The words ... "to attend" have been added.

6(c) Also in paragraph (C) the last sentence shall be clarified to read as follows:

"In the event of the death of a great-grandparent of either employee or spouse, the employee shall be granted 1 work day to attend the funeral or service if it should fall upon a scheduled work day of such employee."

The words ... "to attend" have been added.

7. OFF-DUTY APPEARANCES, ARTICLE XII

The first sentence of paragraph (A) states:

(A) Any employee who is required to perform services when said member is not regularly on duty shall be guaranteed a minimum of (2) two hours pay for such work by the Chief of Police.

The Village proposes that this first sentence be clarified by adding the phrase "called in and is" before the word "required".

The PBA has no proposal for this article.

Award

Add the phrase "called in and is" before the word required.

This change clarifies the true meaning of the first sentence of paragraph (A).

REMAINING PROPOSALS

AWARD

THE ARBITRATION PANEL HAS CAREFULLY EVALUATED THE PROPOSALS FOR EACH OF THE ISSUES THAT FOLLOW HERE. THE PANEL HAS DETERMINED THAT EACH ISSUE SHALL BE MAINTAINED STATUS QUO. THAT IS, THERE SHALL BE NO CHANGE FROM THE PROVISIONS CONTAINED IN THE 1995-1998 AGREEMENT.

EACH OF THESE ISSUES SHALL BE EXPLAINED VERY BRIEFLY.

8. RETIREMENT, ARTICLE VI

Currently a PBA member is entitled to receive a sum of money equal to 50% of his accumulated sick leave upon retirement based

upon his final annual salary.

The Village wants to reduce the percentage to 25%. The PBA has no specific proposal on this issue.

9. WEAPONS, ARTICLE XIV

Currently members who successfully complete the firearms qualification course receive an annual payment of \$100. The Village wants to eliminate this payment entirely.

10. EDUCATION BONUS, ARTICLE XV

The Village proposes the elimination of the education bonus. The PBA has no proposal regarding this article.

11. MINIMUM STAFFING REQUIREMENTS, ARTICLE XVI

The PBA proposes that shift hours be defined in the Agreement as follows:

A Shift 11:00 p.m. - 7:00 a.m.

B Shift 7:00 a.m. - 3:00 p.m.

C Shift 3:00 p.m. - 11:00 p.m.

The Village opposes defining the hours of the shifts. The Village also wants to delete Article XVI from the contract.

12. SICK LEAVE, ARTICLE X

Currently employees can accumulate a maximum of 180 sick days. The Village proposes that any employee hired after June 1, 1998 should be entitled to accumulate only 120 sick days. The Village

also proposes that any employee absent from duty for 7 days or more due to illness should be required to report to the Village Health Officer (compared with the current 14 days).

VOTING POSITIONS OF PANEL MEMBERS

The Interest Arbitration Panel members are unanimous in their support of this Award. On only one or two issues one of the panel members has some concerns or reservations; nevertheless he supports the overall award. Thus the Panel is unanimous.

Dale S. Beach

DALE S. BEACH
Public Panel Member and Chairman

September 20, 1999

Date of Award

Edward W. Guzdek
Edward W. Guzdek
Employee Organization Panel Member

September 17, 1999
Date of Award

J. Lawrence Paltrowitz
J. Lawrence Paltrowitz, Esq.
Public Employer Panel Member

September 16, 1999
Date of Award

State of New York)
 ss:
County of Albany)

On this 20th day of September 1999,
before me personally came and appeared Dale S. Beach, to me known
and known to me to be the individual described in the foregoing
instrument and he acknowledged to me that he executed the same.


Notary Public

ROBERT T. BURKE
Notary Public, State of New York
Qualified in Saratoga County
4519986
Commission Expires May 31, 2000

State of New York)
 ss:
County of Albany)

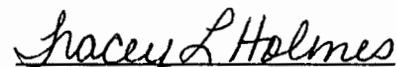
On this 17th day of September 1999,
before me personally came and appeared Edward W. Guzdek, to me
known and known to me to be the individual described in the
foregoing instrument and he acknowledged to me that he executed the
same.


Notary Public

JANET A. FIACCO
Notary Public, State of New York
No. 01F1505286
Qualified in Rensselaer County
Commission Expires Feb. 5, 2000

State of New York)
 ss:
County of Warren)

On this 16th day of September 1999,
before me personally came and appeared J. Lawrence Paltrowitz, to
me known and known to me to be the individual described in the
foregoing instrument and he acknowledged to me that he executed the
same.


Notary Public

TRACEY L. HOLMES
NOTARY PUBLIC, STATE OF NEW YORK
Washington County, Reg. #4913270
My Commission Expires 3/14/2000