

BEFORE THE ONONDAGA COUNTY
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Interest Arbitration Between
THE CITY OF SYRACUSE,

Employer,

- and -

THE SYRACUSE POLICE BENEVOLENT ASSOCIATION,

Union.

OPINION
AND
AWARD

Before: JOHN E. SANDS, Chairman and Arbitrator
ROBERT W. KOPP, Employer Advisory Member
RAYMOND G. KRUSE, Union Advisory Member.

OPINION

Introduction

On January 25, 1977 C. Dean Vlassis, Counsel to the Onondaga County PERB, acted pursuant to the parties' agreement to appoint me chairman of the public arbitration panel to resolve the above impasse. By that agreement the City of Syracuse and the Syracuse Police Benevolent Association:

1. Waived the mediation and fact-finding steps of the statutory procedure;
2. Agreed that the Public Arbitration Panel would be comprised of a designee appointed by each of the parties and a third party neutral as appointed by Mini-Perb in accordance with its procedures. It was further agreed that the City and PBA designees would serve in an advisory,

non-voting capacity and that the decision of the neutral third party would be final and binding in accordance with law and the standards set forth in § 209 of the Statute.

3. Reserved all rights in the event that the 1974 amendments to the Civil Service Law mandating binding arbitration in such disputes were declared unconstitutional or unenforceable by final judicial determination of a court of competent jurisdiction.

In accord with my authority under Article 14 of the Civil Service Law ("Taylor Law"), I conducted a formal hearing in Syracuse on February 5, 1977 and met in executive session with my advisory colleagues on April 5 and May 17, 1977 in Albany, New York. At the formal hearing counsel stipulated that, for purposes of review, the record before me will comprise only their briefs and other written submissions.

I have carefully considered that record in the light of the Taylor Law's criteria set forth in Section 209:

- a. comparison of 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. such other factors which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment. N.Y. Civil Service Law § 209(4)(c)(v). (McKinney 1976 Supp.)

On that basis, I have reached the following conclusions.

Background

At the outset, this impasse does not result from any inherent problem in the parties' relationship nor from atrophy of their bargaining skills. It exists because both sides have embraced adverse principles of negotiation which each feels is essential for its institutional survival.

The City's bargaining posture, on the one hand, is constricted by a number of economic and demographic facts. Although not now in a fiscal crisis as abysmal as those of New York City or Yonkers, Syracuse sees itself at the brink of a sharp, slippery slope leading to similar depths.

The City's perceived fiscal problems involve factors on both sides of the income and expenditure ledgers. First, there are serious limitations on its revenue sources. This year's State aid formula has been reduced by 5%. The City's tax levy for operating expenses is right at the 2% State Constitutional limit. At the same time, a number of factors has resulted in no significant recent increase of the City's tax base: the amount of exempt property has increased from 20% to 41%; new taxable property in Syracuse increased by less than two-tenths of one percent during 1976, and the City's population has continued its inexorable decrease. Almost 15 percent of the City's population moved out in the last 14 years, comprising principally middle class taxpayers seeking the suburbs. This exurban exodus further erodes Syracuse's tax base and increases the proportion of the City's lower income, "client" population who normally place a greater claim on City services.

In addition, the City shows that every element of its expenditures has increased and that personal service costs represent by far the largest portion (70.59%) of total expenses. In past years the City's answer to these problems has been to cut employees and services, although not in the police and

fire areas. (Over the past seven years, the police unit has increased almost 7% from 441 to 470 while the non-uniformed work force has suffered a 31% reduction. At the same time, police personnel costs as a percentage of general city budget expenditures have risen from 11.58% in 1967 to 13.75% now.)

The City argues, however, that it has reached its limit for reducing employees and the services they perform to the citizens of Syracuse. It contends that to do so will accelerate the suburban flight of the City's tax base and further reduce its ability to pay remaining employees for the services they perform.

The City of Syracuse therefore seeks to establish the principle now that any negotiated salary increase must be more than offset with productivity increases by the employees involved.

The union, on the other hand, challenges the City's accounting methods and contends that Syracuse can well afford the substantial increases it demands. Those increases, it

argues, are required to neutralize the gross disparity in salaries and fringes which it alleges exists between Syracuse police and those of comparable cities as well as to provide an appropriate absolute level of compensation for the burdensome and hazardous services which Syracuse police perform.

In order to resolve these conflicting positions and develop an award which will both provide a basis for the parties to continue a productive relationship and withstand the rigors of judicial review, I must first articulate the relevant facts which I have found and their relation to the Taylor Law's standards.

Ability to Pay and Productivity

The principal foundation of the City's affirmative case is its limited ability to pay and the consequent public interest in restricting compensation increases to those offset by corresponding productivity gains. "Ability-to-pay" as a Section 209 standard means that inability to pay will reduce

an otherwise justified increase beyond what is justified by other substantive factors.

As to this issue, I find significant limitations on the City's ability to pay; but the picture may not be as black as the City paints it. The union concedes that two-thirds of Syracuse's revenue sources are beyond the City's control and not subject to expansion. City estimates of these resources in past years have been accurate and reliable.

The City's budgets for 1971 through 1975 have, however, consistently underestimated revenues from the remaining, variable sources. The City does not dispute this allegation of Dr. John P. Jeanneret's analysis on behalf of the PBA. It only denies that the 1977 budget is similarly "fudged."

Like Dr. Jeanneret, I find that a similar underestimation exists in the City's 1977 budget based on its continued use of accounting conventions which have consistently resulted in "found money" in past years. I reject Dr. Jean-

neret's conclusions, however, with respect to Federal Revenue Sharing and State Aid. The factual circumstances which produced additional funds from these sources in past years have not recurred.

Although Federal Revenue Sharing will produce about \$350,000 more than the City has budgeted for 1977, unforeseen cuts in State Aid of \$420,000 more than counter-balance that increase. Although some new Federal moneys are available for CETA programs and specific capital projects, they are "categorical" and limited to those specific uses only. Those funds do, however, ease the pressure of competing priorities and will improve the City's ability to pay in future years. In this fiscal year they are untouchable for providing wage increases to police personnel.

I accordingly find that, although some additional moneys may be available to fund wage increases, the amount is modest and cannot cover all of the City's current competing priorities. The City's productivity offset principle is therefore

an appropriate one, especially in view of present circumstances in which Syracuse's eight other bargaining units also demand comparable compensation increases to those sought here for contracts commencing January 1, 1977. That principle is appropriate not just as a way to stretch available resources; it is required by common sense as well. For collective bargaining to work effectively in the public sector, governments-as-employers must develop basic management concepts relating to the cost-effectiveness of services performed for their citizen-"consumers." "Productivity" is one such basic management concept, involving articulation and enforcement of clear standards of job performance, whether in terms of quantity, cost or quality.

That principle is not a new one for Syracuse. It forms the basis of Dr. Irving Markowitz's January, 1977 fact-finding report resolving the impasse between the City and CSEA's white-collar unit. Dr. Markowitz wrote:

"Thus, in the instant case, while the demands of the Association would ordinarily not be deemed overexcessive, there appears to be no way by which they could be met, even partially, except by a radical reduction in services to the public and consequent serious reductions in the number of present employees.

. . . [A]ny further reductions may seriously endanger its (the City's) responsibility to serve its citizens with even minimal adequacy. Nonetheless, increases in costs of material and services continue to rise at the same time, as the sources of additional revenue shrink. Thus, the City has reached the limit of its constitutional taxing capacities and can only wishfully hope for bounties from the State or Federal governments. Budgets, however, cannot depend on doubtful anticipation of increased revenues but must rely on reasonable and practical expectations therefor.

Nonetheless, in justice and fairness the financial burdens of the City should not be borne only by its employees. . . .

It thus becomes the responsibility of the undersigned, and indeed of the contracting parties herein, to attempt to achieve a delicate but suitable balance between the needs rather than the demands of the principals herein."

The report then went on to make recommendations for a settlement which attempted to achieve that "delicate but suitable balance" and which would ". . . insure to the citizens of the community an improvement in the quantity of service performed by members of the unit herein." In striking this balance, the

fact-finder recommended a \$400.00 increase in exchange for a number of productivity buy-backs to offset in full the cost to the City of the wage increases. These buy-backs included the following:

1. An increase in the hours worked of one-half hour per day equaling two and one-half work hours per week. (This permanent increase represents a 7% increase in work hours).
2. A permanent \$5,500 per year reduction in the City's contribution to the welfare fund.
3. A permanent change in the method of paying the increment resulting in a savings to the City of \$20,066 per year.
4. A reduction of one paid leave day for 1977.

Dr. Markowitz made these recommendations for a two-year contract with a wage and fringe reopener for the second year. The underlying productivity principle of his decision establishes a precedent for this fiscal year which I find should be adopted and applied throughout the City.

Comparability

The Taylor Law cites comparability as another factor

to be used in determining police salary impasses. Comparability studies do not yield a single, "just" wage rate for each job. Rather, they determine the outer limits of a range within which appropriate levels of compensation should be found. The parties have advanced substantial data showing police compensation and workload in other cities, the relationship of Syracuse police compensation to that of other public and private sector wage earners in the area and the unique hazards and life-death decisions involved in police service.

Taking all of those factors together, I find that Syracuse police compensation levels are generally within the range experienced for similar employment in similar cities in New York State. I therefore conclude that there is neither a substantial catch-up nor retardation of salary levels necessary to align compensation for Syracuse police with that of comparable cities.

AWARDS

With these general principles as a guide, I turn to

the specific issues of this impasse. Although the elements of my award on these issues appear here separately, they are interdependent. They form a package, every element of which constitutes part of the quid pro quo of concessions which flow in the opposite direction. As to some issues, it seems clear to me that the parties should themselves be able to negotiate a satisfactory conclusion. As to those issues I have retained jurisdiction to impose a final resolution if the parties' bargaining efforts fail.

In one case, that of the economic reopener for calendar year 1978, I have retained jurisdiction as to a "final offer" arbitrator. I find ample authority in the Taylor Law for that action. Section 209's police impasse provisions give me absolute authority to impose a substantive award which constitutes the parties' contract for up to two years. In addition, Section 201 reflects a strong legislative policy favoring collective bargaining as a preferred method for resolving labor-management disputes. Retaining final-offer jurisdiction is a lesser-included power consistent with both

provisions. It gives the parties an opportunity to bargain their own conclusion in an atmosphere which forces them closer together and rewards negotiating candor. If those efforts fail, they themselves will have established the outer limits of reasonableness to guide my final judgment.

Finally, I must add a word concerning the participation of my advisory colleagues. Although each effectively represented his respective client's interests and often disagreed fundamentally and, at times, sharply on substantive matters of principle, both were able to set aside their differences and cooperate with respect to issues involving Departmental operations. The new grievance procedure for discharge and discipline, for example, reflects their input, intelligence and compromises concerning the parties' mutual needs and interests.

Much of this award will no doubt be unpopular and even painful to each of the parties. These matters result solely from my view of the facts and the importance I place on the Markowitz precedent. They do not in any way reflect on the

quality of my advisory colleagues' service, which was in the highest tradition of advocacy.

Issue: Parking

The union demands that the City provide off-street parking for the private cars of on-duty police officers. In response to the City's objections concerning the cost of such facilities, the union argues that there are numerous empty lots owned by the City which would provide parking at no cost.

I accept the union's proposal. Parking is not so important a priority to justify reducing an already modest benefit package to reflect its cost. If parking is available on a no-cost basis, it should be provided; and I so

AWARD

The parties shall each designate two persons to serve on a committee which shall consider no-cost alternatives available to provide off-street parking for on-duty police

personnel's private cars. If the parties fail to agree on a solution within 90 days, the committee's report shall be submitted to me for decision; and I retain jurisdiction for that purpose.

Issue: Release Time for Union President

Release time for union officials for grievance handling, negotiating and other employee representational services (as opposed to internal union or political affairs) is common in the private sector and becoming more so in the public as employers realize the affirmative management benefits of that practice. Competent union representatives provide a channel of communication from the work place. Effective grievance handling sorts out meritless gripes and allows management to deal with small problems before they fester and become major ones. I therefore

AWARD

The parties shall continue efforts to negotiate

contract language guaranteeing reasonable release time for the Union president to perform grievance handling, negotiating and other employee representation services (as opposed to internal union or political affairs). If the parties fail to agree within 90 days, the matter shall be resubmitted to me for decision; and I retain jurisdiction for that purpose.

Issue: Grievance Procedure for Discharge and Discipline

The union seeks major changes in the contract's grievance procedure for discharge and discipline. The current contract language is ambiguous, cumbersome and little used as an alternative to Section 75 of the Civil Service Law. Article 11 of the parties' current agreement must be streamlined to provide an effective alternative consistent with the supervening requirements of law. I therefore

AWARD

Article 11 of the parties' current collective bargaining agreement shall be amended in the following ways:

First, Section 11.1:

(A) Change Step 1 to read:

The employer shall advise an officer in writing that it proposes to commence disciplinary action against him. Such notice shall describe the general circumstances for which discipline is sought and optionally the penalty which the employer seeks to impose.

Within seven (7) days following service of that notice on the officer and the union, the parties (the chief, the officer, the union and any of their attorneys) shall meet to discuss voluntary resolution of the charges. If no voluntary resolution can be made at the meeting described above, then within three (3) days after such meeting, the officer must serve written notice as described in Section 11.2 if he desires to follow Step 2 of this Article. Failure to make a timely election shall automatically mean that the procedures of Section 75 of the Civil Service Law shall be followed, and there shall be no right to arbitration under the provisions of this Agreement. If the officer waives his Section 75 rights and makes a timely election for arbitration, then the remaining step will be followed. If an employee has been suspended without pay he may waive his Section 75 rights and demand arbitration immediately. In such a case, within 72 hours the employer shall serve a description of the charges on which it relies for the discipline sought.

(B) Step 2 shall be eliminated.

(C) Step 3 shall be relabeled Step 2

and shall read as follows:

The parties jointly designate and select the following arbitrators to serve for the life of the agreement in matters of discharge and discipline under this article:

John Sands, Maruice C. Benewitz and a third arbitrator to be named. As a member of the panel hears a case, his name shall move to the bottom of the list and the next two members shall move up. If the officer has made a timely election in Step 1, the Association shall file in writing a request for arbitration with the panel member at the head of the list. The arbitration shall be held within twenty calendar days of the date of request.

If the arbitrator at the head of the list cannot provide a hearing date within that time, including weekends, the Association may, at its option, ask the next member of the panel for a hearing date; and if he similarly cannot provide a date within twenty calendar days, the Association may request, at its option, the third panel member for a hearing date. The arbitrator shall render his decision within fourteen (14) days following close of the record. The finding of the arbitrator shall be final and binding upon the parties. There shall be no extensions of the foregoing time limits except by mutual agreement. The arbitrator may, under appropriate circumstances, issue an interim verbal decision, to be followed by a written opinion and award.

Second, Section 11.3: Change lines 1 and 2 to read, "It is understood that, notwithstanding an election by the officer to follow the arbitration procedure . . . ," and add the following sentences:

No penalty decided upon after said hearing shall be effective if arbitration has been elected, nor shall any findings of said hearing or recommended penalties be admissible in arbitration. No record of the departmental hearing or results thereof shall be placed in the officer's personnel file if arbitration has been elected.

Third, Section 11.4: Eliminate the third sentence.

Fourth, add Section 11.6 in the following form:

11.6 Record of Discipline

If an officer is found not guilty of misconduct or incompetency requiring discipline, there shall be no record kept in the officer's official personnel folder of the disciplinary proceeding.

Issue: Rights of Employees

The union demands numerous amendments and additions to the rights enumerated in Section 16.3 of the parties' contract. I find the only situation which requires adjustment at this time involves use of materials in employees' official personnel folders. The following award represents a balance between the basic rights of employees to notice and fair play and those of the employer to articulate and enforce standards of job performance.

AWARD

The following paragraph shall be added to Section 16.3 of the parties' current collective bargaining agreement:

1. Each employee shall have the right of access to his official personnel folder on reasonable notice. All documents placed in that folder after the date this contract becomes enforceable shall be date-stamped. Nothing which is not contained in the official personal folder may be adversely used against an employee for the purpose of formal evaluation or discipline unless he has first received notice of such document. Testimony concerning prior verbal warnings or instructions may be admitted as to the issue of penalty.

Issue: Uniform Allowance

Although current uniform allowance compares unfavorably to that for other cities' police personnel, this is not the year to impose the cost burden improving this benefit. Equity does require, however, that the City bear the cost of uniform changes required by its own decisions. I therefore

AWARD

The following sentence shall be added to Section 6.1 of the parties' current collective bargaining agreement:

The City agrees to furnish at its own cost new uniforms where a change in uniform is required by departmental regulations or by involuntary transfer of an officer to a unit where departmental regulations require uniform elements not required for uniformed police generally or not previously issued or provided by the City to the officer involved.

Issue: Supplemental Benefit Fund

Article 14 of the parties' contract provides a life insurance trust fund which is the union's property and has been paid over to it by virtue of the interest arbitration award of Maurice Benewitz. The value of the fund is approximately \$90,000, which can be used as seed money for a general purpose welfare fund to provide supplemental benefits of greater value to employees than life insurance alone. Employer contributions of \$40 per employee per year ensure that there will be sufficient funds to

provide a significant program of benefits. That sum, which amounts to 0.3% of payroll cost, will be charged against the total economic package provided by this award. I therefore

AWARD

The union shall create a trust fund to provide for present and/or retired employees and/or their dependents (without discrimination based on PBA membership or non-membership) such additional welfare-type benefits (including, without limitations, dental, health and legal services) as the trustees in their fiduciary judgment may deem appropriate and pursuant to such rules and regulations as the trustees may enact. The following amounts shall be paid into said fund on behalf of covered employees:

(a) By the PBA, the entire amount of accumulated dividends (as of December 31, 1974) referred to in Article 14 of the parties' current contract;

(b) By the City

(1) On or before December 31, 1977, the sum of \$40 per employee on the payroll as of July 1, 1977; and

(2) On or before December 31, 1978, the sum of \$40 per employee on the payroll as of July 1, 1978.

Since this provision may involve sophisticated questions of legal drafting, the parties shall meet to negotiate appropriate contract language covering this benefit. If they fail to agree within 90 days, the matter shall be resubmitted to me for decision; and I retain jurisdiction for that purpose.

Issue: Compensatory Time Practice and Overtime

This area provides fertile ground substantive productivity gains. Compensating past overtime with future time off has created a substantial compensatory time bank which involves hidden costs for the City. First, the time off is taken at a later date than when earned, frequently at a higher rate of pay. Second, that cost may be compounded by

overtime payments to replacement personnel, also at the higher rate of pay. Finally, employees who take their compensatory time off as terminal leave immediately before retiring continue to occupy their budget line, thereby preventing hiring an entry rate replacement and requiring the assignment of overtime work to provide post coverage.

The following award addressed these costs by reducing the overtime bank by up to 40 hours per employee, paying for compensatory time at the rate in effect when earned, and eliminating terminal leave based on accrued compensatory time. In addition, it ensures that there will be no abuse of management's power to call in off-duty personnel by imposing a minimum call-in pay provision.

I therefore

AWARD

Article 8 of the parties' current collective bargaining agreement shall be amended by adding the following sections:

Section 8.3 Compensatory Time

A. Compensatory time shall be paid at separation, retirement or at the employer's option, in cash at the rates which were in effect at the time earned. All currently accrued compensatory time shall, when paid for, be paid at the rates of pay in effect December 31, 1976. Compensatory time shall be used in reverse chronological order, so that employees retire most recently earned compensatory time first.

B. There shall be no terminal leave based on accrued compensatory time. Prior to retirement, an officer shall be paid in cash for accrued compensatory time and severed from the Department.

C. Each officer shall surrender forty hours' accrued compensatory time from his balance in effect December 31, 1976.

Section 8.4

The employer shall pay for a minimum of two hours' work at overtime rates when an off-duty employee is called in to work ordered overtime for a period of time which is not contiguous to that employee's regular tour of duty.

Issue: Sick Leave

I find that two changes are required in the current sick-leave benefit. First, Section 7.1B's last paragraph requires

pro rata reduction of vacation leave after approximately three month's job-related sickness or disability leave. In view of the rigors of police service, that period should be increased to six months.

Second, employees receive full-pay contractual sick leave benefits for non-job-related disabilities, including those for which another employer may be obligated to provide Workmen's Compensation benefits. Basic fairness requires that the City be credited with such amounts.

I therefore

AWARD

Article 7 of the parties' current collective bargaining agreement shall be amended in the following ways:

A. In Section 7.1B's last paragraph, substitute "1040 hours" for "528 hours."

B. Add the following sentence to Section 19.3:

An employee on Sick Leave for a non-job-related illness or disability shall assign or pay over to the employer any amounts received as Workmen's Compensation for such illness or disability.

Issue: Vacation Reduction

Current vacation entitlement for police and fire officers is generous in light of needs of the service, although police benefits are not as far out of line as fire. Some reduction is appropriate, although not to the level of non-uniformed employees. They suffer no similar disruptions of family life by around-the-clock tours nor exposure to potentially fatal hazards.

Vacation entitlement is the prime area for adjustment for another reason related to the essential principle of productivity. Time off such as this has a multiple negative impact. In order to provide basic post coverage on a 24-hour, 365-day basis, the City must have a minimum number of people physically available for service. The post-manning factor used for such planning takes into account absences due to sickness,

vacation and other leave. Reduction of vacation absences reduces the factor and saves the City more than the additional services received from each man.

In fact, each day of vacation time cut saves the City 470 man-days' additional coverage. That amounts to almost three full-time officers on a yearly basis or close to \$75,000. That saving amounts to 0.6% for each day cut. I do find, however, that a substantial reduction of vacation leave for current employees is inappropriate; for this benefit is an essential aspect of job gratification. Employees hired after the date of this award, on the other hand, do not have the same vested interest in current benefit levels.

To rationalize police vacation schedules, I therefore

AWARD

Section 7.1A of the parties' current collective bargaining agreement shall be amended to provide the following:

- (i) For employees hired on or before July 15, 1977:

<u>Years' employment</u>	<u>Vacation entitlement</u>
1-4	16 days (128 paid hours)
5-9	17 days (136 paid hours)
10-14	20 days (160 paid hours)
15 +	23 days (184 paid hours)

(ii) For employees hired after July 15, 1977:

<u>Years' employment</u>	<u>Vacation entitlement</u>
1-4	15 days (120 paid hours)
5-14	17 days (136 paid hours)
15 +	22 days (176 paid hours)

Issue: Wages and Term

For all of the reasons set forth in the foregoing Opinion, to ensure a degree of stability in the parties' labor relations after this extended impasse, and to make up the purchasing power lost by inflation, I am imposing a two-year contract with a 4.5% increase in the first year (equal to last

year's 4.8% cost-of-living increase less 0.3% cost of the Supplemental Benefit Fund contribution) and a reopener on economic items for the second year, subject to last-best-offer arbitration by me.

I therefore

AWARD

A. The term of the contract imposed by this Award shall be two years, commencing January 1, 1977 and expiring December 31, 1978.

B. The employer shall increase base salaries of covered employees by 4.5% retroactive to January 1, 1977.

C. For the second contract year beginning January 1, 1978, there shall be a reopener on all economic items to be negotiated by the parties during the current year. On or before December 1, 1977 each party shall deliver to the other, in writing, a formal statement of its last best

offer on the open economic issues and the facts supporting the reasonableness of that position. If the parties fail to reach agreement by December 15, 1977, they shall resubmit the open issues to me for final determination. I shall limit my award to whichever of the two last best offers I find more reasonable in light of the then-effective standards of Section 209 of the Civil Service Law, and I retain jurisdiction of this case for that purpose. The above time limits may be extended by mutual agreement of the parties.

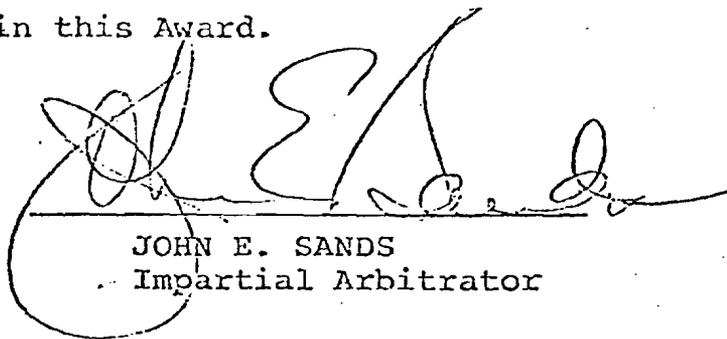
Issue: Residual Matters

As to all other demands, neither party has submitted sufficient evidence to justify a change in the status quo. I therefore

AWARD

The parties shall continue in effect all provisions of their current collective bargaining agreement, subject to the amendments required elsewhere in this Award.

Dated: July 15, 1977
Schenectady, New York



JOHN E. SANDS
Impartial Arbitrator

ACKNOWLEDEMENT

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss:

On this 15th day of July, 1977, before me personally came and appeared JOHN E. SANDS, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.



KATHLEEN PACE

KATHLEEN PACE
Notary Public, State of New York
Qualified in Schenectady County
My Commission Expires March 30, 1977