

COLLECTIVE BARGAINING AGREEMENT

Between

THE BERGEN COUNTY SHERIFF

and

THE POLICEMEN'S BENEVOLENT ASSOCIATION

P.B.A. LOCAL # 134 A

January 1, 2008

Through

December 31, 2011

Prepared By:

Stephen B. Hunter, Esq.
Detzky & Hunter, LLC
33 North Bridge Street
Somerville, NJ 08876
(908) 707-4560
Fax: (908) 707-0899

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THIS AGREEMENT made this ____ day of _____, 2011 between the BERGEN COUNTY SHERIFF, a constitutional officer of the State of New Jersey with its principal place of business located at Court Street, Hackensack, Bergen County, New Jersey, 07601, hereinafter referred to as the "Employer", and PBA LOCAL 134A, a public corporation, hereinafter referred to as the "ASSOCIATION".

WHEREAS, the ASSOCIATION has previously been recognized by the Bergen County Sheriff as the representative of all employees in a bargaining unit consisting solely and exclusively of the titles: Captains; and said bargaining unit expressly excludes all clerical, blue collar, professional and confidential employees, Corrections Officers, Sheriff's Officers, Sergeants, Lieutenants and managerial executives as defined by the Act and as interpreted and defined by the New Jersey Public Employees Relations Commission and by Courts of competent jurisdiction and hereinafter referred to as the "ASSOCIATION";

WHEREAS, the Bergen County Sheriff and the Association have bargained collectively for the purpose of entering into an Agreement concerning salaries, hours of work and other negotiable terms and conditions of employment as defined by law.

NOW, THEREFORE, in consideration of the promises, covenants, conditions and undertakings contained in this Agreement, the parties agree as follows:

ARTICLE 1 – RECOGNITION

1.1 The Employer recognizes the ASSOCIATION as the exclusive representative of all employees in the bargaining unit.

1.2 The term "employee" is defined to include singular and plural and male and female, as may be required for the reasonable interpretation of this Agreement.

ARTICLE 2 – TERM OF AGREEMENT

2.1 The term of this Agreement shall be from January 1, 2008 through December 31, 2011, and it shall remain in full force and effect until a Successor Agreement is executed and it shall be retroactive to January 1, 2012, unless otherwise provided.

ARTICLE 3 – PRESERVATION OF RIGHTS

3.1 Nothing in this Agreement shall abrogate the existing inherent management rights of the Employer as set forth in the statutes of the State of New Jersey as interpreted by a Court of competent jurisdiction.

3.2 All benefits owing to employees by the Employer, which existed prior to this collective agreement and which have not been reduced to writing and incorporated into this Agreement, or which have not been changed or otherwise modified by this Agreement, shall remain in full force and effect during the term of this provided that:

- (a) Such benefits were expressly recognized by the Employer;
- (b) Such benefits were uniformly provided to all employees in the bargaining unit;
- (c) Such benefits were within the scope of issues that are mandatory negotiable.

Employer rules and regulations, which are within the scope of issues that are mandatory negotiable, which were in effect on December 31, 2011, will be continued in full force and effect for the term of the Agreement.

- (d) The Employer reserves the right to change rules and regulations which are within the scope of inherent managerial prerogatives.

ARTICLE 4 – DISCRIMINATION

4.1 This Agreement is subject to all state and federal regulations on discrimination.

4.2 There shall be no discrimination, interference, or coercion by the Employer or its agents against employees represented by the ASSOCIATION because of membership or activity in either the bargaining unit or non-membership in the ASSOCIATION.

ARTICLE 5 – SALARY

5.1 Base salaries for the term of this Agreement for each of the titles covered under this Agreement shall be as set forth in Schedule “A” as attached hereto.

5.2 Employees who have completed seventeen (17) or more years of service shall be paid their base salary for their rank and senior officer pay, as shown on Schedule “A”. This shall be effective for all ranks and shall be referred to as “Senior Officer Status.” “Service” shall be defined as employment as a “sworn officer”. At least ten (10) years of the seventeen (17) years required to qualify for the benefit under this Article shall be in the service of Bergen County as a sworn officer. The employer agrees that any Officer receiving this Senior Officer pay, on the effective date of this agreement, shall continue to do so whether or not the Officer meets the above stated criteria.

ARTICLE 6 - LONGEVITY

6.1 The following longevity payments shall be made to employees with unbroken, continuous, long term employment with the Sheriff of Bergen County or the predecessor employer, the Bergen County Board of Chosen Freeholders as follows:

After completing six (6) years of service	\$200.00
After completing nine (9) years of service	\$400.00
After completing twelve (12) years of service	\$600.00
After completing fifteen (15) years of service	\$1,500.00
After completing twenty (20) years of service	\$1,750.00

6.2 Longevity pay shall be paid with the base salary.

6.3 Longevity pay shall be paid as of the Officer's anniversary date of employment and shall be paid at the rates specified in Sections 6.1.

ARTICLE 7 – HEALTH BENEFITS

7.1 The Employer shall provide full-time employees and their dependents with health benefits, dental benefits, a disability plan, prescription benefits and an eyeglass/vision plan in the same manner and amount and under the same conditions as is provided to the members of PBA Local 134.

7.2 In accordance with the provisions of Chapter XI, Public Laws of 1973, premiums for benefits as outlined above shall be paid by the Employer for those employees in the unit who retire, providing that they have served a minimum of twenty-five (25) years as set forth in the act, or have qualified for an ordinary disability or accidental disability retirement.

ARTICLE 8 – WORK SCHEDULE, OVERTIME

8.1 The regular work week shall start at 00 hours on Sunday and end at 2400 hours on the next succeeding Saturday.

8.2 Employees shall generally work eight (8) hours per day, (5) days per week and forty (40) hours per week. The time at which work starts and ends shall be at the discretion of the Employer. It is understood, however, that the positions in the bargaining unit may require hours beyond the forty per week. If the Sheriff deems it necessary for employees to work beyond forty hours in a week, such additional hours shall be compensated for as compensatory time off at the rate of time and one-half. In no event shall accumulated compensatory time exceed 480 hours.

ARTICLE 9 – PAY DURING ABSENCE

9.1 **Unscheduled Absences:** If, for any reason, employees are unable to report for work, then notice must be given to the Employer not less than two (2) hours before the start of the scheduled hours of work.

9.2 **Jury Duty:** Leaves of absence shall be granted to employees called for jury duty. Such leave shall not be charged against vacation or sick leave. Employees shall be paid the full pay which they usually receive for the time served on the jury. Fees received as a juror, other than meal and travel allowances, shall be returned to the Employer.

9.3 **Sick Leave:**

- (a) Employees unable to report to work for any reason must notify the Employer of such condition according to the procedure established by the Employer. Failure to give notification without just cause may result in disapproval of the request for sick leave or be considered as an unscheduled absence.
- (b) The cause of such absence must be reported daily, unless the notice reasonably covers several days. In any sick leave of three (3) days or more, a doctor's certificate must be submitted. The Employer retains the right in sick leave cases under three (3) days to either conduct an inquiry into the sick leave request or to require examination by a doctor of his choice if he has any question as to the employee's condition.
- (c) Sick leave must be earned before it can be used. Should employees use none or only a portion of earned sick leave in any one year, then the amount of leave not taken shall accumulate from year to year during employment.
- (d) Sick leave is earned and accumulated in the following manner:

One working day for each full month of service during the remaining months of the first calendar year of employment and 15 working days (1-1/4 days per month) for each calendar year thereafter. If an employee begins work after the fourth day of the month, sick leave is not earned for that month.

- (e) Sick leave is hereby defined to mean absence from work because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family who is seriously ill requiring the care of attendance of such employee. A certificate of a reputable attending doctor shall be required as sufficient proof of need for an employee's attendance upon a member of the employee's immediate family. In the case of an illness of a chronic or recurring nature which caused periodic or repeated absences from duty for one day or less, only one medical certificate is required for every six (6) month period as sufficient proof of need for such leave, provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment. In case of sick leave due to exposure to a contagious disease, a certificate from the Department of Health shall be required.
- (f) Employees who do not use sick days during January, February or March or any succeeding quarter of the year shall receive one extra day of vacation leave for each such quarter up to a maximum of four (4) extra vacation days.

9.4 Injury Leave:

- (a) Injury leave, as distinguished from sick leave, shall mean paid leave given to employees due to absence from duty caused by an accident, illness or injury

which occurred while working and which is covered by Workers' Compensation Insurance.

- (b) All payments which shall be made concerning injury leave are subject to the same rules and regulations as Workers' Compensation Insurance and shall not be made if the accident is proved to have been due to intoxication or willful misconduct on the part of employees. Employees absent from work due to an accident, who willfully fail to fulfill all of the conditions necessary to receive compensation benefits, shall not be entitled to payment of any injury leave benefits from the Employer until such conditions have been fulfilled.
- (c) Payments shall be made for a period not in excess of 135 days for each new and separate injury. After all injury leave is used, the employees may elect to use any sick leave, vacation or compensatory time accrued.
- (d) Use of Injury Leave: Employees absent from work due to an accident, illness or injury covered by Workers' Compensation Insurance, who have completed three (3) months employment, shall be compensated by the Employer at their regular base salary plus applicable longevity pay. Eligibility will be based on the determination of the New Jersey Division of Workers' Compensation under the terms of the New Jersey Workers' Compensation Act.
- (e) Contested Injuries: If the Employer is contesting that the injury occurred on the job, then charges may be made against accrued sick leave, if any. If the Division of Workers' Compensation determines in favor of the employee, then sick leave so charged shall be recredited. If eligibility for payment is denied by the State, employees shall be eligible to use the



accrued sick leave, if any, retroactive to the date of the injury and to use accrued vacation leave.

- (f) Medical Proofs: In order to limit the obligation of the Employer for each new and separate injury, the Employer may require employees to furnish medical proof or submit to a medical examination by a doctor of the Employer's choice, at its expense, to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the Employer's employ.
- (g) Employees who have suffered an injury while working and are absent for five (5) days or more shall submit a written certification from a doctor setting forth the nature of the injury, the prognosis and the probable date for return to work.
 - (1) Additional reports shall be filed from the doctor every two (2) weeks thereafter indicating the current status of the employee's heal and anticipated return to duty.
 - (2) In the absence of such certification, the employee shall not receive injury leave.
- (h) In the month of January, it will be the responsibility of the Sheriff to issue a statement to each Officer listing the amount of sick days unused during the year and the total accumulated days unused during the Officer's employment.

9.5 Funeral Leave: Employees shall be entitled to a four (4) working day leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as limited to an employee's spouse, son, daughter, mother, father,

brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren or any other relative residing in the employee's household. Funeral leave shall not be charged against the employee's sick leave.

9.6(a) Employees promoted into the Association after the date of this contract shall receive the following terminal leave benefit.

1. Terminal Leave: Employees who retire either by service retirement, accidental disability retirement, ordinary disability retirement or deferred retirement and employees who terminate work after reaching age 60 and who are not entitled to a retirement through P.F.R.S. or P.E.R.S., shall receive terminal leave in accordance with Option 1, Option 2 or Option 3, at the employee's election. In addition, in the event of the death of employees whose pension rights have vested or who are eligible for early retirement or who have reached the age of 60, the estate of such employees shall receive the terminal leave lump sum payment according to the option selected by the estate:

Option 1: One-half of the employee's earned and unused accumulated sick leave multiplied by the daily rate of pay based upon the average annual base pay received during the last year of employment, prior to the effective date of the employee's retirement, provided, however, that no such lump sum payment shall exceed eighteen thousand and 00/100 (\$18,000.00) dollars, which payment can be deferred to the first month of the succeeding calendar year following the employee's retirement.

Option 2: Two days of pay for each full year's employment with the Employer or its predecessor, which payment can be deferred to the first month of the succeeding calendar year following the employee's retirement. In the event of the death of an active

employee with seven (7) years of service, terminal leave shall be paid to the employee's estate in accordance with the option selected.

Option 3: Officers who retire shall be eligible to receive up to \$25,000.00 as per the agreement provided they have not used more than ten (10) sick days leave within the preceding 12 months prior to the date of their retirement. If they have used more than ten (10) such days, then they shall be paid up to a maximum of \$18,000.00 as per the current conditions of the contract (Options 1 or 2).

2. Option 2 shall not be available to any employee who has used eighty (80%) percent or more of their accumulated sick time within the last two (2) years of employment, unless a physician, chosen by the Employer, has deemed that employee is unfit for duty.

(To illustrate the above, assume that Captain John Doe intends to retire, effectively July 1, 2003. Doe had accumulated 70 days of sick leave as of July 1, 2001 (two years before the employee's retirement date) and received an additional 15 sick days as of January 1, 2002 and an additional 15 sick days as of January 1, 2003. Doe therefore had a total of 100 days of sick leave that could be utilized during the employee's last two years of employment. Doe would only forfeit his/her right to select Option 2 if (1) Doe used 80 more days of sick leave during the time period between July 1, 2001 and July 1, 2003 and had 20 or fewer days of sick leave on the books as of his/her July 1, 2003 date of retirement and (2) Doe was not deemed to be unfit for duty during the period of his/her absences during this two year period).

9.7(a) Leave of Absence: Upon application and at the discretion of the Employer, a permanent employee may be granted a personal leave of absence without pay or accrual of

benefits credit for a period not to exceed six (6) months. In exceptional circumstances and at the discretion of the Employer, such leave may be extended for an additional six (6) months.

- (1) Ordinarily, a personal leave of absence or an excused absence will not be granted for the purpose of seeking or accepting employment with another employer.
- (2) Personal leave of absence, when granted, will be with the understanding that the employees intend to return to work. Employees who fail to return within five (5) working days after the expiration of the leave of excused absence, may be considered to have resigned not in good standing.
- (3) Upon exhaustion of all accrued leave (i.e. sick, vacation, personal, etc.) an officer shall be placed on unpaid leave. The officer shall not accrue any sick leave, vacation or holiday credits while on unpaid leave.
 - (a) Family Leave: Upon application, permanent employees may use accumulated sick leave for family leave.

All of the benefits of the New Jersey Family Leave Act and the Federal Family and Medical Leave Act are incorporated within this contract with the understanding that any benefits provided in the Collective Bargaining Agreement relating to the types of leaves encompassed by this State statute and Federal statute, that are in excess of the benefits referred to in said Acts, shall continue to be fully implemented.

- (b) Military Service Leave: Leave for military service or training pursuant to

Federal or State statutes shall be granted.

ARTICLE 10 – VACATION

10.1 Vacation leave shall be scheduled in a uniform manner in accordance with seniority, where practicable, subject only to the requirements of the Employer. Seniority shall be measured from the date of permanent appointment to a title within the bargaining unit.

10.2 The vacation period shall commence January 1 and continue until December 31 of each year. The vacation leave shall be earned as follows:

- (a) Employees shall earn one day for each full month of employment during the first year of employment for the first 11 months and four (4) days in the twelfth month. If date of hire commences on or before the fourth calendar day of the month, then the employee shall be deemed to have been employed for a full month.
- (b) From the beginning of the second year to and including the fifth year, employees shall earn vacation leave at the rate of 1-1/4 days per month.
- (c) From the beginning of the sixth year and thereafter, employees shall earn vacation leave at the rate of 1-2/3 days per month.
- (d) Vacation leave may be accumulated as set forth in the Civil Service Act.

10.3 Accrued Vacation Leave – shall be compensated for when the Officer becomes separated, either voluntarily or involuntarily from the County services, unless the Officer terminates service without giving two (2) weeks of notice to the Sheriff.

ARTICLE 11 – PERSONAL LEAVE

11.1 Employees shall be entitled to take two (2) days off of personal leave with pay during the terms of this Agreement. The Employer shall be notified of the personal leave request in writing. Prior approval of the Employer must be obtained before such leave may be taken.

ARTICLE 12 – HOLIDAYS

12.1 The Employer observes the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
President's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Day

12.2 If any additional full-day holiday is granted by the County of Bergen to its employees, then the employees herein shall be granted such holiday.

12.3 Except as provided hereinafter, employees shall be paid for but shall not work on the aforesaid holidays.

12.4 If a holiday occurs during an employee's vacation leave, then employees shall be granted an additional day of vacation. Present Continuous Operations Divisions are excepted, since holidays are built into the schedule.

ARTICLE 13 – GRIEVANCE PROCEDURE

13.1 The purpose of the grievance procedure is to settle all grievances between the Employer and the ASSOCIATION as quickly as possible and to insure efficiency and promote the morale of the employees.

13.2 A grievance is defined as any disagreement between the Employer and the ASSOCIATION involving the interpretation or application of the Agreement or of an Employer's regulations or a violation of this Agreement or a suspension.

13.3 All grievances shall be processed as follows:

Step 1. They shall be discussed orally by the employee involved and the Local representative with the Sheriff. An answer shall be given within three (3) days by the Sheriff to the ASSOCIATION.

Step 2. If grievances are not settled through Step 1, the same shall be reduced to writing by the ASSOCIATION and the employees and submitted to the Employer or any person designated by him, and answers to such grievances shall be made in writing, with a copy to the ASSOCIATION or employee(s) within five (5) days of submission.

13.4 If grievances are not settled by Steps 1 or 2, then the ASSOCIATION may submit the grievance to arbitration. If the ASSOCIATION determines that the grievance is meritorious, then the ASSOCIATION shall submit the dispute to arbitration from a panel appointed by the New Jersey Public Employment Relations Commission. The arbitrator shall have the full power



to hear the grievance and make a final decision, which decision shall neither modify, add to nor subtract from the terms of the agreement and the referenced policies. The decision of the arbitrator shall be final and binding on both parties. The costs of the arbitrator and expenses shall be borne equally by both parties.

13.5 Nothing herein shall prevent any employee from processing his/her own grievance, but not arbitration, providing, however, the ASSOCIATION representatives have the right to be present and to be heard.

13.6 Suspensions of more than five (5) days or a dismissal may not be arbitrated but may be appealed through Civil Service proceedings.

13.7 Grievances must be initially filed within 30 days of the incident, or the employee's knowledge of such incident.

ARTICLE 14 – INSURANCE AND WELFARE

14.1 The Employees shall continue to receive liability coverage of the type now in force and effect, including insurance against false arrest, \$1,000,000 per employee, and \$1,000,000 per incident.

14.2 The Employees shall continue to have all necessary legal assistance in the defense of civil claims by third parties for personal injury, death or property damage arising out of and in the course of employment.

14.3 The Employees shall continue to have all judgments entered against said employees as a result of said claims paid and satisfied provided, however, that the Employer's

insurance carrier shall have exclusive control over the defense of the suit. In addition, the Employer shall provide legal counsel at its cost, as may be required by State statute.

ARTICLE 15 – CLOTHING ALLOWANCE

15.1 Employees shall be entitled to an annual uniform allowance:

2008 -- \$1,150

2009 -- \$1,200

2010 -- \$1,200

2011 -- \$1,200

ARTICLE 16 – EDUCATIONAL INCENTIVE

16.1 The following annual increments shall be paid to employees covered by this Agreement who have successfully completed degree requirement in police science or related fields:

Associate Degree	\$600
Bachelor's Degree	\$1,200
Master's Degree	\$1,800
Doctorate	\$2,400

Said amounts shall be paid annually in a lump sum commencing in the calendar year of receipt of the degree.

16.2 Tuition Reimbursement: The Employer shall reimburse employees for the cost of tuition incurred by them for courses taken at an accredited institution of learning, provided:

- (a) The course is directly job-related and has received the prior approval of the Employer, which approval shall not be unreasonably withheld;
- (b) The course, or its equivalent, is not offered by the County of Bergen at no cost to the employee;
- (c) The cost to the Employer shall not exceed \$35 per credit;
- (d) Employees shall be entitled to reimbursement for not more than six (6) credits per year;
- (e) Employees who have successfully completed the course and proof thereof has been furnished to the Employer.

ARTICLE 17 – ANNUAL PHYSICAL EXAMINATION

17.1 The Employer shall provide employees, who so chose, an annual medical examination at no cost to the employees.

ARTICLE 18 – WEAPONS AND LEATHER GEAR

18.1 Employees required to have a weapon shall have same furnished by the Employer at no cost to the employees.

18.2 Employees required by law to qualify in order to carry a firearm shall be afforded the opportunity to do so while working. Ammunition and targets shall be provided by the Employer for the initial qualification and for a second qualification in the event that employees fail to qualify after the initial qualification test.



18.3 If employees are required to carry a firearm and wear appropriate leather gear, then the employees shall have the leather gear furnished by the Employer at no cost to the employees. The leather gear provided shall become the personal property of said employees. Employees shall have the responsibility of maintaining the gear in serviceable condition, however, should said gear be rendered useless due to age, ordinary wear and tear or damage or otherwise rendered unserviceable, then it shall be the responsibility of the employees to replace said non-serviceable items at their own cost and expense.

ARTICLE 19 – LOSS OR DAMAGE TO PERSONAL ITEMS

19.1 Employees shall be reimbursed for any loss or damage resulting of their personal items incurred during a physical incident while on duty. Said personal items shall include, but not be limited to, uniform, leather gear, eyeglasses, watches and jewelry; however, any damage to watches or jewelry shall not exceed the sum of \$100; however, the only jewelry that is covered under this Article is wedding or engagement rings. Employees must report said loss or damage to their Superior Officer no later than the beginning of the next full shift, in order to be entitled to reimbursement; however, if employees are disabled, injured, incapacitated, delayed or detained, then they shall make said reports soon as possible under the circumstances.

ARTICLE 20 – BENEFITS DURING UNPAID LEAVE OF ABSENCE

20.1 Subject to all the conditions and limitations contained herein, full time, permanent employees who suffer an injury or illness which is not covered by Workers' Compensation and which prevents such employees from working for the Employer, upon exhaustion of their accrued sick leave and vacation leave and upon written application, shall be entitled to an unpaid leave of absence.

20.2 The period of such leave shall be from the date of exhaustion of accrued sick leave and vacation leave to the date of the employee is able to return to work; but the period shall not be greater than 1 year from the first day of such illness or injury.

20.3 During the period of such leave of absence, the Employer shall pay the premium for the employee's coverage in the present health plan or its equivalent. Coverage shall include spouse and dependents, when applicable.

20.4 During the period of such leave, the Employer shall have the right to have such employees examined, at its expense, by doctors of its choice, at reasonable intervals to obtain opinions concerning the ability of the employees to work.

20.5 The benefit contained herein shall not be provided to employees who, during the period of such leave of absence, either become employees of a person other than the Employer herein, or who become self-employed.

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SCHEDULE "A"

SALARY SCHEDULE

	<u>1/1/08</u>	<u>1/1/09</u>	<u>1/1/10</u>	<u>1/1/11</u>
Captain	\$132,000	\$137,200	\$142,500	\$145,350
Senior Officer	\$5,711.50	\$6,000.00	\$9,000.00	\$9,000.00

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IN WITNESS WHEREOF, the parties of their appropriate officers have signed and sealed this Agreement on the date first set forth above.

BERGEN COUNTY SHERIFF

WITNESS

BY: Michael Sandino

BY: _____

DATE:

DATE:

BY: [Signature]

Executive Undersheriff Steven Librie

DATE:

BERGEN COUNTY SHERIFF'S DEPARTMENT ATTEST:
SUPERIOR OFFICER'S ASSOCIATION - PBA 134A

BY: [Signature]
Captain Michael Bradley

DATE: 2/9/11

BY: [Signature]
Captain Robert Bigott

DATE: 2/9/11

BY: Captain Donald Filicetti
Captain Donald Filicetti

DATE: 2/9/11

BY: Captain John Davis
Captain John Davis

DATE: 2/9/11

BY: Capt Edward Pawson #1151
Captain Edward Pawson

DATE: 2/9/11

BY: Capt. Kevin Pell
Captain Kevin Pell

DATE: 2/9/11

BY: Capt. Chris Davies
Captain Christopher Davies

DATE:

BY: Wayne D Yahm

Retired Captain Wayne Yahm

DATE: 2/9/11

BY: Richard Kappler

Retired Captain Richard Kappler

DATE: 2/8/11

BY: Paul Jackson

Retired Captain Paul Jackson

DATE: 2/9/11