

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD  
INTEREST ARBITRATION PANEL

---

In the Matter of the Arbitration  
                  between  
  
THE CITY OF UTICA,  
                  Public Employer,  
  
                  -and-  
  
JOHN E. CREEDON POLICE BENEVOLENT  
ASSOCIATION,  
                  Employee Organization.  
  
PERB Case No. IA91-021; M91-030

---

OPINION  
  
AND  
  
AWARD

NY'S PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

SEP 29 1992

CONCILIATION

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

Stanley G. Prue  
Employee Organization Panel Member

Benjamin J. Ferrara, Esq.  
Employer Panel Member

APPEARANCES:

For City of Utica:

Albert A. Alteri, Esq., Corporation Counsel

For John E. Creedon Police Benevolent Association:

Rocco A. DePerno, Esq.

BACKGROUND

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

The City of Utica is a municipal corporation located in Oneida County. Its population is currently estimated as approximately 70,000 people.

The PBA is the certified bargaining agent for all Police Officers employed by the City, exclusive of the Chief of Police and the Deputy Chiefs. Presently there are 156 filled positions in the bargaining unit.

The last collective bargaining agreement between the parties covered the period commencing October 1, 1987 and ending March 31, 1991. Prior to that period, the parties were subject to an Interest Arbitration Award covering the period commencing October 1, 1984 and ending September 30, 1987. Both the Chairman and the Employer Panel Member of the instant Panel served on the Interest Arbitration Panel which issued the 1984-87 Award.

Prior to the expiration of the 1987-91 Agreement, the parties commenced negotiations for a successor contract. Negotiations were unsuccessful, and on August 16, 1991, the PBA filed a Petition for Interest Arbitration pursuant to Section 209.4 of the Civil Service Law.

The City filed a Response to said Petition on September 17, 1991, and thereafter, on October 29, the undersigned Public Arbitration Panel was designated by the Public Employment Relations Board.

Hearings were conducted before the undersigned Panel on March 5 and 30, 1992, at which time both parties were represented by Counsel and by other representatives. Both parties submitted numerous and extensive exhibits and documentation, and both parties presented argument on their respective positions. Following extensions of time granted by the Chairman, the parties submitted post-hearing briefs to the Panel.

Thereafter, the undersigned Panel met in several Executive Sessions, and reviewed all data, evidence, argument and issues. After significant discussion and deliberations at the Executive Sessions, the Panel members reached unanimous agreement on this Interest Arbitration Award. The positions originally taken by both parties are quite adequately specified in the Petition and the Response, numerous hearing exhibits, and post-hearing briefs, which are all incorporated by reference into this Award.

Set out herein is the Panel's Award as to what constitutes a just and reasonable determination of the parties' contract for the period April 1, 1991 through March 31, 1993.

In arriving at such determination, the Panel has considered the following factors, as specified in Section 209.4 of the Civil Service Law:

a) comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;

b) the interests and welfare of the public and the financial ability of the public employer to pay;

c) comparison of peculiarities in regard to other trades or professions, including specifically, 1) hazards of employment; 2) physical qualifications; 3) educational qualifications; 4) mental qualifications; 5) job training and skills;

d) the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

**SALARY**Discussion on Salary

As is usually the case in interest arbitration, the priority issue in the instant dispute is that of an appropriate salary increase for members of the bargaining unit. The PBA is seeking a 15% salary increase effective April 1, 1991, and a 15% salary increase effective April 1, 1992. The PBA maintains that such proposed significant increases are nevertheless warranted based on comparable salaries received by police officers in similar cities, and when compared to the present salaries enjoyed by firefighters in the City of Utica.

The City argues that its economic condition is poor and cannot fund any salary increases for police officers. The City thus proposes a wage freeze for the term of the 1991-93 contract, and argues that police officers are currently compensated at an appropriate level. The City points out that through prior Interest Arbitration Awards and subsequent collective bargaining, police officers salaries in Utica have increased 47% over 7 and 1/2 years. The City further maintains that it simply does not have the ability to pay any salary increases for police officers, due to a substantial loss in State aid, a substantial loss in sales and property tax revenues, and increased expenditures in other City operations. The City indicates that it is presently operating under an unbalanced budget which will result in a deficit of \$8.8 to \$9.2 million for 1992-93, and that the 1991-92 fiscal year ended with a \$4 million deficit.

The City further indicates that Utica must be considered a relatively poor city, consisting of large numbers of retired residents living on fixed incomes, and that it has a declining property tax base.

The Panel has considered all of the data and arguments presented by both parties, and has applied such data to the criteria mandated by statute as specified in Section 209.4 of the Civil Service Law. It is clear that the proper comparables for Utica police officers must include other New York State cities of similar size in upstate New York, with police departments of a comparable size as well. As Utica has a population of over 68,000 people, with a police department ranging from the current 156 filled positions to 181 authorized positions, the Panel finds that the proper comparables are the cities of Niagara Falls, with a population of approximately 62,000 people and a police department of 154; Schenectady, with a population of approximately 65,000 people and a police department of 142; Troy, with a population of over 54,000 people and a police department of 126; and Binghamton, with a population of approximately 53,000 people and a police department of 136.

The Panel also takes note of Utica's "sister city" of Rome, which although smaller than Utica in both population and the size of the police department, has many similarities with Utica. The Panel also has compared Utica police officers with Oneida County Deputy Sheriffs.

The Panel also is of the view that it must seriously consider and take into account the salary increases and other benefits received by Utica firefighters from the City through collective bargaining during the term covered by this Award.

The Panel understands that there are many factors that must be considered under the Taylor Law to reach a just and reasonable determination of the proper compensation to be awarded to the Utica police herein. While ability to pay (and in this case a purported "inability to pay") is an important factor that must be given paramount attention, it must be viewed against the obvious importance of maintaining an acceptable level of public safety necessary to protect the citizens of Utica. The ability of the employer to provide for salary increases must be balanced with the public safety and welfare, and the obligation to provide Utica police officers with a fair and equitable wage for the important and in many cases, dangerous work which they perform.

As of 4/1/91, the top base salary for a Utica police officer was \$28,167. A review of salaries of police officers with similar service experience, in the comparable cities as of 4/1/91 is revealing:

Niagara Falls	\$31,561
Schenectady	\$35,126
Troy	\$32,358
Binghamton	\$32,842
Rome	\$31,254

Although the Utica police starting salary of \$25,756 is above the starting salaries of the comparable cities, it is clear that the top base salary for experienced Utica police officers is below that of comparable cities by a significant amount.

As of 4/1/91, a Utica police sergeant earns \$30,986, while police sergeants in comparable cities earn as follows:

Niagara Falls	\$31,868
Schenectady	\$37,516
Troy	\$37,326
Binghamton	\$36,051

It is clear to this Panel that Utica police sergeants are far behind police sergeants in comparable cities, with the exception of Niagara Falls, in terms of base salary.

In reviewing recent settlements and Interest Arbitration Awards for police in 1991, the average police arbitration award for 1991 was 6.48% (see PBA Exhibit 26 and City Exhibit 14). In a recent Interest Arbitration Award (PERB Case No. IA91-022, Selchick, Chairman) Rome Police received a 6% salary increase for 1991, and a 6% salary increase for 1992. As of 1/1/91, a Rome police officer earns \$31,254 and as of 1/1/92, a Rome police officer earns \$33,129. A review of recent police settlements in upstate New York for 1992 indicates that the average settlement has provided a 6.5% salary increase, and for those settlements so far in 1993, a 6.67% salary increase (PBA Exhibit 28).

That a salary increase of 6% or higher was the norm for police and fire units in 1991 is clearly evidenced by the fact that Utica firefighters received a 6% salary increase effective 4/1/91, resulting in a higher base salary for a Utica firefighter when compared to a Utica police officer.

The City has argued extensively that its financial situation is such that it cannot provide any salary increase to Utica police officers. It cites its dependence on State aid, which has been reduced, and other relevant factors. The evidence indicates, however, that the other cities in this comparison have similar economies and have also suffered similar losses in State aid. Nonetheless, these cities have been able to provide increases to their police officers at the average rate of 6%.

The Panel also notes that the City has not implemented any property tax hike, although it was well aware that additional revenue was needed in order to avoid a deficit budget and to provide reasonable and equitable salary increases for Utica police officers. According to the evidence presented, Mayor LaPolla sought a significant tax increase to help address the City's budget problems. However, that request was not accepted by the City Council, which clearly refused to recognize the fact that additional revenue was required in order to balance the City budget. The Panel has considered the fact that the City is not presently at the constitutional taxing limit, and can invoke additional property taxes.

The Panel has also considered the fact that the complement of Utica police officers has been reduced to the current 156 officers, from the previous 181 officers in 1986. That has resulted in significant savings to the City in salary and other benefits. While some increased overtime for the remaining officers has resulted from this reduction in complement, the overall effect has been of a monetary saving to the City.

Accordingly, after careful consideration and review of all the data and material presented herein, the Panel has concluded that salary increases to Utica police officers are warranted, and that the City does have the ability to pay such modest increases. Such increases are necessary, and will still result in the Utica police being the lowest paid police when viewed against comparable police departments in upstate New York. Further, based upon the evidence presented, Utica police are entitled to the same increase for 1991-92 as has been received by Utica firefighters.

However, it is apparent that the entry level salary for Utica police is higher than that offered by other comparable police departments. The Panel has therefore, excluded entry level salaries from any of the salary increases awarded herein, and has frozen the entry level salary for a Utica police officer at \$25,756 until March 31, 1993.

Therefore, this Panel Awards that effective April 1, 1991, and paid retroactive to such date, there shall be an increase of 6% to base salary for all Utica police officers. The Entry level salary shall be frozen at \$25,756.

Further, this Panel Awards that effective April 1, 1992, and paid retroactive to such date, there shall be an increase of 4% to base salary for all Utica police officers. The Entry level salary remains frozen at \$25,756.

It is important to note that due to the contractually provided firefighters longevity increases, which are based on a percentage of a firefighter's salary, a Utica police officer with the same amount of service as a Utica firefighter, earns over \$11,000 less than the firefighter over a 25 year career. In fact, when comparing base wages and longevity, a Utica police officer earns almost \$50,000 less than a Utica firefighter over a 25 year career. Despite other contentions regarding the similarity of benefits or other terms of employment for the firefighters, The Panel nevertheless finds this to be inequitable and has made an Award herein that will begin to reduce the illogical gap between the earnings of a Utica police officer and a Utica firefighter.

Accordingly, in recognition of the disparity which exists between the base salaries and longevity payments of Utica firefighters when compared with Utica police officers, this Panel Awards a 2% increase to base salary, effective January 1, 1993, in lieu of any increase to a Utica police officer's longevity payment. This increase shall not be applied to the Entry level salary which shall remain frozen at \$25,756.

All other monetary stipends contained in the existing Agreement, unless otherwise addressed in this Award, shall remain at the existing levels.

While the Panel recognizes that the City will indeed be hard pressed to provide the salary increases awarded herein, it is essential to acknowledge that no other group of employees, with the exception of the firefighters, have the same significance or impact upon public health, safety and general welfare as do the Utica police. All statistics indicate that crime, and particularly violent crime, has increased greatly within the past several years. Police officers are a necessary and essential service, which cannot be equated to the work performed by other City employees, and they must be treated with appropriate attention and fiscal priority.

The Panel is certainly sympathetic to the financial crisis faced by the City of Utica; the local governments of New York State must all be concerned about the seriousness of the fiscal situation that exists here. However, the Panel is of the view that recent legislative developments may help ease the City's financial crisis.<sup>1</sup>

Nevertheless, the Panel accepts the fact that the City, in order to fund the salary increases awarded herein, will have to review and reassess service priorities. However, the Panel further believes that the Utica police must be fairly and equitably compensated, and must be given some priority, as a matter of public safety, interest and welfare, over other less essential programs and services provided by the City. To allow the experienced Utica police officer to fall even further behind the average salaries paid to those of similar experience in comparable cities remains inappropriate even in light of the current difficult economic times.

---

<sup>1</sup> In addressing the City's financial problem, the PBA has requested that the Panel also note that as a result of recent legislative action raising the Oneida County sales tax by 1% effective September 1, 1992, the City may receive an additional \$2.3 million a year in sales tax revenue. According to the PBA, the City did not have this additional tax revenue at the time it presented its case before the instant arbitration Panel.

Another recent legislative development is that the State Legislature has passed, and the Governor has signed, legislation that may provide a major boost to the City's budget-balancing efforts. The legislation will allow the City, should it elect to do so, to issue up to \$9.8 million in bonds to pay off recent budget deficits. The deficit bonds can be paid off over 10 years, avoiding the need for a massive single year city property tax hike.

Accordingly, and after consideration of the extensive exhibits, documentation, and testimony presented herein; and, after due consideration of the criteria specified in Section 209.4 of the Civil Service Law, the Panel makes the following

AWARD ON SALARY

1. Effective April 1, 1991, the base annual salaries of bargaining unit personnel shall be increased by an amount equal to six per cent (6%). The entry level salary shall not be increased.

2. Effective April 1, 1992, the base annual salaries of bargaining unit personnel shall be increased by an amount equal to four per cent (4%). The entry level salary shall not be increased.

3. Effective January 1, 1993, the base annual salaries of bargaining unit personnel shall be increased by an amount equal to two per cent (2%). This is specifically in lieu of any increase to longevity payments and is action taken to place police salaries on a more equitable basis with salaries and longevities presently enjoyed by Utica firefighters. The entry level salary shall not be increased.

4. There shall be no increase to any other monetary stipends contained in the Agreement.

**SENIORITY**

Discussion on Seniority

Under the existing collective bargaining agreement, as provided in Section 19, seniority is determined by an employee's length of service from the date of appointment to the Utica Police Department. The PBA has proposed that this definition be modified to provide that seniority be determined by length of service as a police officer with the Department. It is the view of this Panel that service as a police officer is not equal to service within the Department in a civilian capacity.

The PBA also proposes that seniority be the determining factor for vacation scheduling. A review by the Panel of other police departments indicates that the majority utilize seniority to schedule vacations. In fact, the Utica firefighters contract provides that seniority is utilized for vacation scheduling.

However, the Panel is aware of the operation of a police department and the fact that at times, it may be operationally impossible to allow the absence of a necessary police officer. The Panel has recognized this operating need in making an Award on this issue.

AWARD ON SENIORITY

Accordingly, the Panel Awards that the definition of seniority contained in Section 19 be changed to provide that seniority shall be determined by the employee's length of service as a police officer in the Department.

Further, the Panel Awards that seniority shall be the determining factor for vacation scheduling, subject to the necessary operating needs of the Department. Should a conflict arise, it shall be the burden of the City to show that necessary operating needs prevent the scheduling of a vacation request by seniority.

## GRIEVANCE PROCEDURE

### Discussion on Grievance Procedure

Under the expired Agreement, the parties were operating with a grievance procedure which lacked a standard procedure for selecting an impartial arbitrator. Rather, it contains a somewhat outmoded method of tri-partite grievance resolution, which has been established to be cumbersome and time consuming in the selection of the neutral member.<sup>2</sup>

A review of other police department contracts indicates that almost all provide for impartial arbitration of grievances, either through the naming of a permanent panel of arbitrators, or by utilizing the selection procedures of the American Arbitration Association or the Public Employment Relations Board. The Panel has also noted that Utica firefighters have a detailed grievance procedure which culminates in binding arbitration before an impartial arbitrator either agreed upon by the parties, or selected and appointed through the PERB voluntary dispute resolution procedure.

---

<sup>2</sup> In fact, Section 28 of the expired Agreement refers to the old City Code as containing the grievance procedure, which is an error. Section 33 provides for arbitration of grievances pursuant to a tri-partite arbitration panel.

This Panel is of the opinion that a fast, efficient and impartial grievance arbitration process is an important element of a cooperative and productive labor-management relationship. To that end, frustrations as to how and when a grievance reaches the resolution process should be avoided if possible. Providing a more precise and detailed grievance procedure, which contains a well-tested and utilized process for selection of an impartial arbitrator will help to avoid such labor-management conflict. However, the Panel also encourages the parties to reach agreement on a particular arbitrator to hear and finally resolve all grievances. But in the absence of such agreement, the grievance procedure will provide an efficient selection process.

AWARD ON GRIEVANCE PROCEDURE

Accordingly, the Panel Awards that the Utica police contract shall have a new grievance procedure to replace the existing grievance procedure. This new grievance procedure shall fully replace Sections 28 and 33 of the existing Agreement and shall read as follows:

## **SECTION 28 GRIEVANCE PROCEDURE**

28.1 Definition of Grievance. A grievance is any controversy, dispute or difference between the parties arising out of the interpretation or application of this Agreement or the rules and regulations or working conditions, affecting any individual employee or group of employees or the PBA and the City.

28.2 Procedure. Any grievance shall be reduced in writing and such grievances shall be signed by the aggrieved party or the PBA and presented to the Commissioner of Public Safety. Within five (5) working days thereafter, the Commissioner of Public Safety shall schedule a meeting to discuss the subject of said grievance and attempt to reach resolution of the grievance.

If the grievance is not resolved through such meeting, the Commissioner of Public Safety, within five (5) working days thereafter, shall reply in writing to the PBA or the aggrieved employee. Within ten (10) working days thereafter, the PBA or aggrieved employee shall present the grievance together with a copy of the Commissioner of Public Safety's reply, to the Mayor of the City. The Mayor shall reply in writing within ten (10) working days thereafter to the PBA and aggrieved employee.

28.3 Arbitration. If the decision of the Mayor is unacceptable to the PBA or the aggrieved employee, within thirty (30) calendar days after the receipt of the Mayor's decision by the PBA, the PBA shall forward a written demand for arbitration to the Public Employment Relations Board, with a copy sent to the Mayor. The parties shall request PERB to provide a list of arbitrators and pursuant to the PERB voluntary dispute resolution procedure, an arbitrator shall be appointed by PERB to hear and finally resolve the grievance. The parties may also agree upon a particular arbitrator to hear and finally resolve the grievance in lieu of utilizing the PERB selection and appointment procedure.

The decision of the arbitrator shall be final and binding and in accord with Article 75 of the New York Civil Practice Law and Rules. All fees and expenses of the arbitrator shall be shared equally by the PBA and the City.

**DISCIPLINARY PROCEEDINGS**Discussion on Disciplinary Proceedings

Under the expired Agreement, disciplinary proceedings are held pursuant to Section 75 of the Civil Service Law. As such, the City has the sole selection of the Hearing Officer, who only acts to make a recommendation to the appointing authority, which is the Mayor of the City. The PBA proposes that Utica police be granted a fair and impartial hearing on disciplinary matters before an impartial arbitrator, either selected by the parties or through the PERB voluntary dispute resolution procedure. The PBA proposes that the decision of the impartial arbitrator be final and binding for all disciplinary matters. In response to the PBA's proposal, the City indicates that the Section 75 process is widely used and accepted, and that the PBA was unable to offer any specific example where a Utica police officer was subjected to unfair or unjust discipline.

While the Panel recognizes that for many years the Section 75 proceeding served as the benchmark for disciplinary hearings, it is also true that the trend in recent years has been to final and binding impartial arbitration for disciplinary matters. The added element of the joint selection of the arbitrator has resulted in a clear perception of fairness in the process, and has served to provide those subjected to the process with confidence that they will be receiving a fair and impartial

---

hearing, with no undue pressure or influence brought by the appointing authority.

Currently, the majority of police departments in upstate New York either jointly select impartial arbitrators to hear disciplinary matters, or jointly select the Hearing Officer appointed pursuant to Section 75 of the Civil Service Law. It must also be noted that Utica firefighters are offered a choice between the Section 75 procedure, or the selection of an impartial arbitrator by the parties, or through the PERB voluntary dispute resolution procedure.<sup>3</sup>

#### AWARD ON DISCIPLINARY PROCEEDINGS

Accordingly, the Panel Awards that the disciplinary procedure shall be modified to provide a Utica police officer subjected to disciplinary charges with a choice of electing either the Section 75 disciplinary procedure, or having the charges heard by in final and binding arbitration by an arbitrator, either selected by joint agreement of parties, or selected through the PERB voluntary dispute resolution procedure.

---

<sup>3</sup> See Article VIII, Section 4, first paragraph of the Utica Firefighters collective bargaining agreement.

**CHANGE IN DEFINITION OF RETIREMENT**

Discussion of Change in Definition of Retirement

Under the expired Agreement, a Utica police officer who retires is entitled to continuation of health insurance benefits until the age of 65. The City has indicated that this provision has applied even in the case of an officer dismissed for cause after arbitration. The City argues that it is inequitable that an officer dismissed for misconduct be rewarded with additional retirement benefits provided by taxpayers, beyond those provided by the New York State Retirement System.

The City proposes that a new definition of "retirement" be added to Section 12 of the Agreement, to provide that the additional retirement benefits provided by the Agreement only be available to an officer who has retired either voluntarily or as the result of disability. The intent is to remove all additional retirement benefits provided by the contract, from an officer who is dismissed for misconduct.

The Panel agrees with the City that the additional retirement benefits provided by the Agreement should not be available to an officer who has been dismissed from service for misconduct. While this Panel has no ability to impact the benefits provided through the New York State Retirement System by law, the additional benefits provided by contract may be modified

to eliminate payment to those officers who "retire" after being dismissed through a disciplinary proceeding.

AWARD ON CHANGE IN DEFINITION OF RETIREMENT

Accordingly, the Panel Awards that Section 12 of the Agreement be modified to include the following new language:

- 12.2 For purposes of this Agreement, "Retirement" shall be defined as follows:
- A. The voluntary separation from service by an employee, at a time when said employee has completed at least twenty (20) years of service; or
  - B. The involuntary separation from service of an employee as a result of said employees' having been awarded either accidental disability retirement or performance of duty disability retirement by the New York State Retirement System, regardless of length of service; or
  - C. Death of an employee who at the time of death had completed at least twenty (20) years of service.

**RETIREMENT INCENTIVE**

Discussion on Retirement Incentive

The expired Agreement contained a Retirement Incentive provision that has been the subject of a separate grievance arbitration proceeding held before the undersigned Panel Members, serving as Arbitrators. After hearing, arguments and significant discussion in Executive Sessions, an Opinion and Award was issued on July 24, 1992. Reference is made to said Opinion and Award for the facts and details concerning the instant dispute.

In this proceeding, the City seeks the elimination of any retirement incentive provision, since the program as administered did not achieve its originally stated purpose--to provide financial savings to the City through the retirement of senior officers in the Department.

In the Opinion and Award of July 24, 1992 concerning the Retirement Incentive provision, the Arbitrators made an Award which rescinded certain portions of the Retirement Incentive provision and modified the language to provide an incentive payment upon actual retirement. It is the finding of the instant Panel that equity requires the continuation of a modified Retirement Incentive provision in the current Agreement.

AWARD ON RETIREMENT INCENTIVE

Accordingly, the Panel Awards that the Retirement Incentive provision as modified by the Opinion and Award of July 24, 1992, be included in the Agreement. Specifically, that Award provides for payment of the retirement incentive as a lump sum, upon the actual retirement of an eligible officer, based on years of service, as more fully detailed in the contract provision. Further, those officers who previously have received payment of retirement incentive monies under the prior "opt out" language shall have the amount of such monies deducted from any retirement incentive in effect at the time of actual retirement, as provided in the Opinion and Award of July 24, 1992.

Those officers who filed "Letters of Intent" prior to 2/14/91, but did not actually retire, may now avail themselves of the Retirement Incentive provision for the year of service in effect at the time of actual retirement, but cannot take advantage of the Retirement Incentive provision for the year of service in effect at the time of the filing of the "Letter of Intent" prior to 2/14/91.

**REMAINING ISSUES**

Discussion on Remaining Issues

The Panel has reviewed in great detail all of the demands and proposals of both parties, as well as the extensive and voluminous record in support of said proposals. The fact that these proposals have not been specifically addressed in this Opinion and Award does not mean that they were not closely studied and considered in the overall context of contract terms and benefits by the Panel members. In interest arbitration, as in collective bargaining, not all proposals are accepted, and not all contentions are agreed with. The Panel, in reaching what it has determined to be a fair result, has not addressed or made an Award on many of the proposals submitted by each of the parties. The Panel is of the view that this approach is consistent with the practice of collective bargaining. Thus, we make the following award on these issues:

AWARD ON REMAINING ISSUES

Any proposals and/or items other than those specifically modified by this Award are hereby rejected.

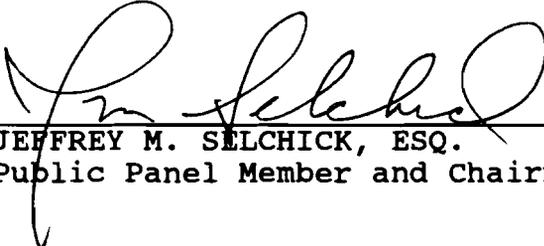
**RETENTION OF JURISDICTION**

The Panel Chairman hereby retains jurisdiction of any and all disputes arising out of the interpretation of this Opinion and Award.

**DURATION OF CONTRACT**

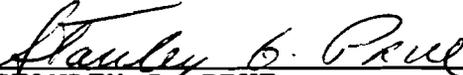
The Panel agrees that the term of the contract imposed by this Award should be the Taylor Law's two-year maximum as provided in Section 209.4(c)(vi).

Accordingly, this Interest Arbitration Award shall cover the period from April 1, 1991 through March 31, 1993.

  
\_\_\_\_\_  
JEFFREY M. SELCHICK, ESQ.  
Public Panel Member and Chairman

9/25/92  
Date

Concur

  
\_\_\_\_\_  
STANLEY G. PRUE  
Employee Organization Panel Member

9-25-92  
Date

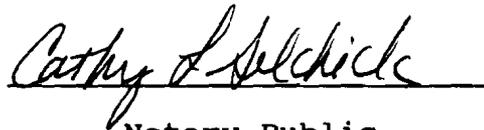
Concur

  
\_\_\_\_\_  
BENJAMIN J. FERRARA, ESQ.  
Employer Panel Member

9/25/92  
Date

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

On this 25th day of September, 1992, before me personally came and appeared Jeffrey M. Selchick, Esq., 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

CATHY L. SELCHICK  
Notary Public State of New York  
No. 4830518  
Qualified in Albany County  
Commission Expires March 30, 1993

STATE OF New York                    )  
COUNTY OF *Onondaga*                )       ss.:

On this *25<sup>th</sup>* day of September, 1992, before me personally came and appeared Stanley G. Prue, 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

DONALD R. CARD

Notary Public in the State of New York  
Qualified in Onondaga Co. No. 4670033  
My Commission Expires *OCT 30, 1992*

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

On this 25th day of September, 1992, before me personally came and appeared Benjamin J. Ferrara, Esq., 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

**HENRY F. SOBOTA**  
Notary Public, State of New York  
No. 4982738 - Saratoga Co.  
Certificate Filed in Saratoga Co.  
Term Expires May 28, 1993