

The Town of New Hartford is a municipality located in Oneida County, with a population of approximately 21,000. The Union is the certified bargaining agent for all sworn personnel of the Police Department, which number approximately 19.

The last collective bargaining agreement between the parties ended on December 31, 1991. Collective negotiations for a successor agreement were unsuccessful, subsequently, an Impasse was declared. Thereafter, a Mediator was appointed by the Public Employment Relations Board and mediation sessions were conducted.

Efforts at mediation did not result in an overall agreement, and on January 7, 1993, the Union 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 February 24, 1993. Thereafter, as provided by law, the undersigned Public Arbitration Panel was designated by the Public Employment Relations Board, on April 22, 1993.

A hearing was conducted before the undersigned Panel on September 21, 1993 in the Town of New Hartford, at which time both parties were represented by Counsel and by other representatives. Both parties presented argument on their respective positions to the Panel.

Thereafter, the Panel conducted an Executive Session, and reached unanimous agreement on this Interest Arbitration Award.

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.

Set out herein is the Panel's Award as to what constitutes a just and reasonable determination of the collective bargaining agreement for the period commencing January 1, 1992 and ending December 31, 1994.

SUMMARY OF AWARD

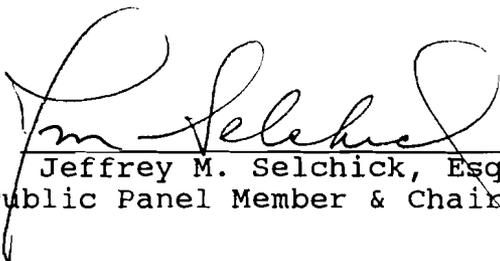
1. **TERM OF AGREEMENT:** Three (3) years-from January 1, 1992 through and including December 31, 1994.
2. **WAGES:**
Effective 1/1/92 salary increase of 6%
Effective 1/1/93 salary increase of 5%
Effective 1/1/94 salary increase of 5%

92 and 93 increases paid retroactive to effective date.

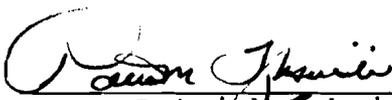
Retroactive monies due to be paid in full no later than 1/30/94. A partial payment of \$500 in retroactive monies due shall be made to all unit members no later than 12/1/93.
3. **FAMILY SICK LEAVE:** Effective immediately, each unit member shall be allowed to convert up to four (4) sick leave days to family sick leave days. The specific contract language shall be developed and agreed upon by the parties.

PANEL NOTATION

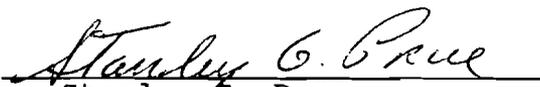
The Panel has made awards on specific items in this arbitration Award. Any items not awarded or discussed in this Award are rejected. All other provisions and language contained in the prior collective bargaining agreement are hereby continued, except as specifically modified in this Award.


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

I concur with the above Award


Patrick Jyksinski
Employer Panel Member

I concur with the above Award


Stanley G. Prue
Employee Organization Panel Member

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

NOVEMBER

On this 4TH day of ~~October~~ 1993, before me personally came and appeared Jeffrey M. Selchick, to me known and known to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Cathy L. Selchick
Notary Public

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

STATE OF NEW YORK)
COUNTY OF) ss.:

On this 30th day of October 1993, before me personally came and appeared Patrick Tyksinski, to me known and known to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

ROSE MAURICE MALORY
Notary Public, State of New York
Commission Expires 12/31/94
My Commission Expires 12/31/94

Rose Marie C. Malory
Notary Public

STATE OF NEW YORK)
COUNTY OF) ss.:

On this 29th day of October 1993, before me personally came and appeared Stanley G. Prue, to me known and known to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

George M. Lorenz
Notary Public

GEORGE M. LORENZ
Notary Public in the State of New York
Qualified in Onon. Co. No. 4266420
My Commission Expires 6/30/94