

IN THE MATTER OF THE ARBITRATION

between

THE CITY OF LONG BEACH, NEW YORK

and the

LONG BEACH PATROLMEN'S BENEVOLENT ASSN.

New York PERB CA-0020, M74-654

Arthur T. Jacobs, Arbitrator

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THE CITY OF LONG BEACH, NEW YORK

Arthur T. Jacobs, Arbitrator

and the

LONG BEACH PATROLMEN'S BENEVOLENT  
ASSOCIATION

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Appearances: For the City: Caesar C. Guazzo, Esq.  
Morris H. Schneider, Corporation Counsel/Acting City Mgr.  
For the PBA : Richard Hartman, Esq.  
Louis J. Frank, former Police Commissioner, Nassau County

Background

Under the collective bargaining agreement between the parties, dated August 1, 1973 and covering the period December 1, 1972 through June 30, 1976, a reopener was agreed upon "for the purpose of determining, adding and/or modifying the existing agreement with respect to additional fringe benefits for the period commencing July 1, 1974...." Negotiations during this reopener reached an impasse. Both mediation and factfinding under the auspices of the New York State Public Employment Relations Board (PERB) failed to resolve the dispute. Thereupon, in accordance with Section 209.4 of the Civil Service Law, the New York Public Employment Relations Board on April 22, 1975 appointed a Public Arbitration Panel "for the purpose of making a just and reasonable determination of this dispute":

Arthur T. Jacobs, Public Member and Chairman  
David Schlachter, Employer Member  
George Voight, P.B.A. Member

Hearings were convened on May 21 and June 25, 1975, but no testimony was actually taken either day. Instead, the Panel was faced with disagreement over the items to be arbitrated. The P.B.A. asserted that of the exactly 100 demands it had presented in the reopener, all but five had been settled. The City, however, stated, to quote its April 8, 1975 letter to PERB, "that in view of the failure to reach total agreement, there is no agreement on any matter and that the arbitrator must consider the total position of both parties ab initio." Neither party budged from its position at these first meetings of the Panel. The PBA then filed an unfair labor practice charge against the City, thereby putting the arbitration in abeyance until PERB acted on the charge.

While PERB never handed down a formal decision in this matter, the PBA in February 1976 finally accepted the City's contention that all 100 items were before the Panel and, accordingly, hearings began in March, two being held in that month, one in May, and two in June, the dates in accord with the time schedules of the parties. Briefs were filed as of July 12th. The Panel itself met to review the testimony and the briefs on July 16th; its discussions continued by telephone until August 24th. Thereafter, additional briefs were received on August 28th and discussions concluded.

This arbitration obviously has spanned a long time frame; it has also been a most difficult one. On the one side is a City which has been skirting bankruptcy, which has twice in the last three years been forced to obtain special dispensation from the State to finance continued deficits, which has refused, on the grounds of inability to pay, wage increases to all its employees since 1974, which has cut its work force by 20 percent, and which has been unable since 1973 to sell its bonds. On the other side is an aggrieved police force, with the lowest salaries and fringe benefits but with the heaviest workload in Nassau County.

It is a tribute to both parties that despite these cruel facts, between the beginning of the resumed hearings in March 1976 and August 28th, 55 of the 100 demands were either withdrawn by the Union or agreed to by the City.

#### Unanimous Decisions

1. The exact contract wording of those PBA demands to which the City agreed must still be written. Until they are, and the wording accepted by both parties, this Panel is retaining jurisdiction, so that it may settle any differences between the City and the Union by an arbitration decision.
  
2. The Panel unanimously rejects the following PBA demands:
  - (1) That during the first four years of service, police officers would receive their annual increments on July 1st instead of on the anniversary date of their employment.
  - (2) That hospitalization for retired members of the force be fully paid by the City.
  - (3) That breathalyzer tests shall not be administered or used on police officers.
  - (4) That the statute of limitations for the commencement of disciplinary proceedings and decisions after trials shall be 30 days.
  
3. The Panel unanimously accepts and orders into effect the following PBA demands, retroactive to July 1, 1974, except where indicated otherwise:
  - (1) That minimum compensation for court appearances at a time other than an officer's regularly scheduled tour of duty shall be 4 hours pay at his time and a half rate.

- (2) That officers shall receive an extra one-half day's pay in addition to their regular day's pay when they work on a holiday. (This is present practice, but not in the contract).
- (3) That officers have the right to defer to the date of their retirement payment of their longevity pay during their last two years of employment prior to retirement. (This is present practice, but not in the contract). This decision is not retroactive.
- (4) That officers shall not be compelled to stand by for court proceedings. This decision is not retroactive.
- (5) That officers shall be entitled to an unlimited accumulation of compensatory time.
- (6) That when the first or second person on a certified Civil Service eligible list is passed over for promotion, that person or persons shall, at his request, be given a written explanation by the City Manager as to why he was not selected.
- (7) That vacation shall be taken in the year for which it is granted unless ordered otherwise by the Police Commissioner; such unused vacation shall be added to the vacation due in the following year.
- (8) That officers shall be excused from each tour of duty for a one (1) hour meal period. This decision is not retroactive.
- (9) That officers shall be entitled to a one-half ( $\frac{1}{2}$ ) hour meal period after four (4) hours of overtime work. This decision is not retroactive.
- (10) That the polygraph shall not be used for administrative purposes on officers.
- (11) That officers shall receive one (1) day off to attend the funeral of an aunt, uncle, niece or nephew. This decision is not retroactive.
- (12) That an officer whose tour of duty is changed shall be given overtime compensation for any hours he performs duties outside his regularly scheduled tour of duty.

#### Outside Scope of Reopener

Two of the PBA demands - for a night shift differential and increased longevity pay - are contested by the City as beyond the scope of this arbitration. The City asserts that these items are not "fringe benefits" but wages. A majority of this Panel agree.

To the Public and Employer members it seems clear that both types of compensation are integral parts of a wage package. They are not an "add on" once or twice a year to a police officer's check. They are part of his pay check each time he receives one. Moreover, in more than three decades of labor relations work and numerous discussions with his associates and peers in the field, the Public Member has never found anyone among them who considers these items fringe benefits.

Therefore, these two demands are denied by a 2-1 vote of the Panel.

### Opinions and Decisions

On the remaining decisions, the thinking of the Public member of the Panel was determined by the following factors:

- (1) While he recognizes that the City of Long Beach at the time of the 1974 reopener was in a parlous financial plights, on the verge of bankruptcy, he also recognizes that the City had still not taxed its citizens to the limit. In FY'75, the City tax rate fell 9¢ short of its tax limit, in FY'76, 32¢ short. The City did raise the tax rate 33 percent for the seven months' budget ending June 30, 1975, but did not raise it in FYs '76 and '77.
- (2) In order to put the City on a sound fiscal basis, so that it could pay off an accumulated deficit of approximately \$1.7 million, the City Council beginning in the last half of FY'74 adopted an austerity program and after FY'74 also kept the property tax steady. The consequence is that the City is today regarded as a fair risk by Moody's Investor Service, Inc. Moody's June 2, 1976 credit report rates the City Baa.

Although the City is by no means the heaviest taxed community in Nassau County and does have the ability to raise its property tax rate, the City Council decided with reason that its constituents could not afford any further tax increase. Long Beach has been hard hit by the recession and the average income of its citizens is the lowest of any community in the County. Even though property values have risen since 1972, the increase has lagged behind the increased values prevalent in most of the County.

The basic economic question is whether a small increase in the tax rate to provide minimum additional fringe benefits to the police would have significantly worsened the City's fiscal situation during these past two fiscal years or seriously damaged its taxpayers. The Public member of the Panel doubts it. Tax delinquency is less than 5 percent, not a bad achievement in these times.

- (3) Why should the City, nevertheless, provide any additional economic benefits to its police force? The answer is two-fold:
  - a. The police deserve additional benefits. Their salaries and fringes are the lowest in the County, yet the crime statistics for the County show that the crime rate and the consequent workload upon the police are probably the highest. Section 209.4 of the Civil Service Law, under which this arbitration has been conducted, requires the Panel in arriving at its determination to consider not only a community's ability to pay, but also the "wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions...in comparable communities." By this criterion, there is no doubt but that the wages and other "conditions of employment" of police in Long Beach should be improved.

- b. Moreover, the Legislature in enacting Section 209.4 in effect decided that coercive actions by police and firefighters must not occur and thereby differentiated them from all other municipal employees. So that such actions would not take place, it authorized duly appointed arbitrators under the law to substitute their judgment in contract disputes for that of the appropriate legislative body, in this case the City Council of Long Beach. It also determined, in essence, that police and firefighters perform such vital functions that they could be awarded increased wages and other benefits even when a community could not afford to extend comparable economic gains to the rest of its employees.

In considering the remaining issues before the Panel, the Public member has thus kept in mind that while the City certainly is financially unable to elevate its police force to the level of fringe benefits enjoyed by most if not all police in Nassau County, it still should and can improve their lot to a minimum degree.

- (1) The Union wants the distinction between ordered and non-ordered overtime eliminated and all authorized overtime compensated at time and a half. The basic problem here is that detectives, whose hours are erratic because of the intrinsic nature of their assignments, now receive 40 extra hours of pay a year in recognition of this fact. No real analysis was presented to the Panel of the impact that application of this demand would have on the use made and the compensation received by detectives.

Therefore, the Public and Employer members have agreed that all authorized overtime other than for detectives shall be compensated at time and one half.

We recognize that the City's records may not show who among the police actually worked authorized overtime during 1974/76. We expect, however, a good faith effort by both parties to reconstruct authorized overtime records for each member of the force as accurately as possible, based on whatever records either party kept or as shown by corroborating daily reports of incidents requiring police action, the evidence in the police blotter, etc.

- (2) Clothing/equipment - Cleaning/maintenance allowances are standard provisions throughout police contracts in Nassau County; Long Beach is the only exception to this practice. The PBA requests \$250 a year for this purpose, which is the minimum amount provided in other Nassau County contracts.

There is no denying that the uniforms and equipment of the police, worn or used every day in all kinds of weather and in all kinds of activity as required by the vagaries of police work, require cleaning and/or maintenance more often than the every day needs of most workers. Moreover, their jobs require them to wear the uniforms and use the equipment prescribed; the police do not have the freedom to determine on their own the kind of clothing or equipment they use.

The universal recognition elsewhere in Nassau County of these conditions is the justification for providing clothing/maintenance allowances to the police.

The Public and Employee members of the Panel agree not only that such allowances are desirable but that \$250 a year is a reasonable figure. However, lacking proof that such sums, in the absence of this provision in the contract, were actually spent during the period 1974/76, and assuming that in the absence of such allowance, police officers would "scrimp" on cleaning/maintenance out of their own funds, the Public member cannot justify making the full \$250 retroactive to July 1, 1974.

To him, it would be reasonable to award \$250 as a clothing/equipment maintenance allowance for 1975/76 on the assumption that this amount would cover actual expenditures during these two years of the contract period. It is so ordered, the Employee member concurring reluctantly rather than have no funds at all awarded.

- (3) The PBA seeks 26 days of accumulated sick leave annually; it has been receiving 15 days annually, the lowest rate in Nassau County. Most of the County's communities did provide 26 days accumulative to 365 days in 1974. The PBA argues that police work being extraordinarily hazardous and police being especially susceptible to heart attacks from which recovery is lengthy, 15 days is not an adequate rate. While no authorities or statistics were quoted to substantiate these claims, they were not disputed by the City.

By a 2-1 vote, the Public and Employee members in the majority, the Panel orders the City to provide 26 sick leave days accumulation annually, effective July 1, 1974. The Public member so votes because he believes that Long Beach police ought to receive the same benefits most of the police in neighboring communities receive provided the City can afford them; in this instance, there is no immediate cost to the City.

- (4) Accompanying the foregoing demand is the request that sick leave days not used be allowed to accumulate to 330 days, of which 165 would be payable at retirement. Presently such days may be accumulated to a total of 225 and only 20 percent of the total is payable at time of retirement.

About two-thirds of the police jurisdictions in Nassau County provided the higher rates of accumulation and payout in 1974. The PBA also argues that "a member who uses extra effort to maintain a perfect or near perfect attendance record should be rewarded" in this fashion.

Unlike the previous demand, this one would cost the City additional money as police officers retire. Moreover, because they may retire after 20 years of service when they usually are 40 to 46 years old, most retired officers go on to other jobs; their need for retirement income, except where disabled, is far less at that time than were they retired as most people are at age 65 or over.

In view of these facts, the Public member believes that the most he can award of this demand is the next lowest number of days provided elsewhere in the County, which is 130 days maximum retirement pay at time of retirement.

By a 2-1 vote, therefore, the Employee member concurring reluctantly with the Public member's lower figure rather than foregoing any award at all, the Panel orders the City to provide (1) accumulation of unused sick leave to a maximum of 260 days and (2) at time of a police officer's retirement, compensation for up to 50 percent of his accumulated sick leave days but no more than 130 days, both effective July 1, 1974.

- (5) The PBA is requesting that members working three (3) tours of duty on a rotating basis be given a four (4) days on and ninety-six (96) hours off schedule for the midnight (A) tours. This schedule has existed in Long Beach for more than two years. At the hearings there was no testimony to indicate that this practice has been unworkable or too expensive.

It therefore seems reasonable to the Public member of the Panel to agree to its continuance and he joins with the Employee member in so ordering.

- (6) The Union seeks an additional day off per month for all officers working other than a four (4) days on and ninety-six (96) hours off schedule. Its reason is that "it is unfair to have one member work twenty-nine (29) days more a year than another member merely because of the schedule of tours."

Perhaps it is unfair, the contention not really being explored in the hearings, but only one other jurisdiction in Nassau County granted this privilege in 1974. The Public member, therefore, joins the Employer member in denying this demand.

- (7) The P.B.A. wants a police officer to have the contractual right to "remain silent for administrative as well as criminal purposes." It argues that "it is unfair to advise a member under investigation that he has the right to remain silent and that anything he says can be used against him and then order him to give a statement for administrative purposes only. The member would still be jeopardizing his future and should not be denied those basic rights afforded other citizens in this country merely because he is a police officer."

No other police jurisdiction in Nassau County meets this demand. To the Public and Employer members of the Panel there is a valid distinction between the standard of conduct required of an officer faced with a criminal trial and the standard of conduct required to determine his fitness to continue as a police officer; they, therefore, reject this demand.

- (8) The P.B.A. demands that a police officer not be suspended without pay prior to a hearing unless a felony charge is pending against him. It contends that policemen should not get less favored treatment than judges, lawyers, doctors, commissioners, etc., who when in the employ of a community are usually suspended with pay. No data were provided to substantiate this contention.

This provision is not incorporated in any P.B.A. contract in the County and the lack of evidence to support the Union's contention prevents the Public member from voting to establish this precedent in the County.

The Panel, therefore, by a 2-1 vote, rejects this demand.

- (9) The Union wants the City prevented from bringing administrative charges against a police officer for a criminal charge for which he has been exonerated. Its reasoning is that there is no difference basically in the "proof and facts... elicited in the criminal proceedings" from those required in the administrative proceeding.

Again, there is no precedent for this provision else where in the County. Moreover, it seems to the Public member that the standard of conduct required administratively of an officer can be different than the standard susceptible to proof in a criminal proceeding.

He, therefore, joins with the Employer member of the Panel to reject this demand.

- (10) The PBA demands additional paid leave annually for firearm skill: three (3) days for an expert, two (2) days for a marksman, and one (1) day for a sharpshooter. It argues that this provision would be "more of a benefit to the employer than to the employee..." and that it would "provide an incentive to a member to develop his skills in...firearms."

The City for some two years has been providing these benefits to its police force. The requirement to do so is in no PBA contracts in the County. Since the Union itself admits that it is the City which benefits primarily from this arrangement, the men already for their own protection having great incentive to be excellent shots, the Public member has no reason to tell the City he knows better than it whether the practice should be continued by contract requirement or voluntarily as now.

He, therefore, joins with the Employer member of the Panel in rejecting this demand.

- (11) The Union wants its member to have the right to receive a year's leave of absence without the approval, as now, of the Commissioner of Police. Either way the officer simply returns to work with the same seniority as he had when beginning his leave.

However, as the City contended, a one-year replacement is not always easy to find and when found may need months of training before becoming anywhere near as productive as the officer on leave. No other jurisdiction in the County grants this right.

The City's arguments are persuasive to the Public member and he joins the Employer member to deny this request.

- (12) The Union sought to have life insurance protection increased from \$8,000 to \$35,000. Few jurisdictions provide any protection beyond that given under the State Retirement system. However, the practice of supplementing the system's plan seems to be growing. Moreover, police work is so much more hazardous than most other occupations that ample protection for an officer's family is desirable, especially because most policemen are in the age bracket when their children are still in school and dependent.

The Public and Employee members of the Panel agree that the life insurance coverage provided by the City to its police officers should be increased to \$15,000. However, they can only recommend that this benefit be added to the contract for 1976/77, it being beyond their power because of the nature of insurance to order it retroactively for 1974/76.

- (13) The PBA requests an optical plan, stating that the City once provided one but recently substituted a dental plan for it. It considers the optical insurance a past practice denied the police only because it had not been incorporated in the police contract. No specific optical plan was proposed and no cost figures given.

Admittedly, no other jurisdiction in the County provides an optical plan in its PBA contract.

To the Public member it seems that had the P.B.A. felt strongly about the optical plan when the 1973-76 contract was negotiated, it should have fought for it at that time. He finds insufficient cause, especially with no cost figures available, to require the City to be the first community in the County to provide an optical plan contractually.

He, therefore, joins with the Employer member, to reject this demand.

- (14) The P.B.A. urges the Panel to require the City to contribute \$250 a year per officer to the Union's welfare fund. The money would be used to purchase additional insurance benefits. Only Glen Cove in the County has such a provision in its P.B.A. contract; New York City and Suffolk County also have it.

There was no showing that Long Beach P.B.A. members have exceptionally poor insurance coverage and no testimony as to how a \$250 contribution to a Union operated welfare fund would concretely help them.

Given the City's financial plight, insufficient justification was given to saddle it with this cost. Therefore, the Public and Employer members of the Panel reject this demand.

- (15) The Union seeks the inclusion "of orthodontic work and specialized services such as capping, etc." to the existing dental plan. It states that "the cost is minimal" but provided no figures. While all jurisdictions in the County provide dental care, the plans vary greatly, comparisons are not easily made, and none has been given the Panel.

Without cost figures, the Public member again is reluctant to impose a new charge on the City, and, therefore, with the Employer member votes to reject this demand.

- (16) The Union wants all medical benefits available to police officers continued when they retire. Some of them are now available to retired officers when they reach age 55, as they are to all retired City employees.

To the Public member the need for this demand is dubious, because most men under 55 years of age work and are probably receiving medical benefits in their jobs, including men who have retired from the police force and gone on to other work. Moreover, no Nassau communities now provide such benefits in PBA contracts.

He, therefore, votes with the Employer member of the Panel to reject this demand.

- (17) The PBA wants 16 paid holidays; it now gets 12 which is the common practice throughout the New York metropolitan area.

There being no extraordinary justification for this proposal, the Public and Employer members of the Panel reject it.

- (18) The Union requests its President be assigned only to day tours and only Monday to Fridays. He now under the contract is entitled to work from 9:00 A.M. to 5:00 P.M., but there is no restriction on days of the week.

The PBA argues that its President can give better service as liaison between the City and the police officers if he works the day tour, 8:00 A.M. to 4:00 P.M., and only when the City's offices are open on week days. Since he is primarily useful as liaison between the police and their commanding officers, since police work every day of the week, and since his employment during the day is a restriction on the Department's deployment of the available police force, the Public member can not justify a change in the present contract provision.

He, consequently, agrees with the Employer member on the rejection of this demand.

- (19) The Union demands that the vacation period be increased from 25 days to 30 days a year for men with up to five years of service and from 30 days to 40 days a year for men with more than five years of service.

There are few, if any, jurisdictions in the County which provide any more vacation days than does Long Beach. The present provisions are not ungenerous. Consequently, the Public and Employer members agree to reject this demand.

- (20) The PBA argues that officers working out of rank should be appropriately compensated for such work. It states that its members are frequently assigned to higher rank duties, and the City did not dispute the statement. The City does object to such compensation being paid for brief periods of service and to sergeants who have traditionally worked as desk officers without additional compensation. Unfortunately, neither party went into detail on the problem of desk duty, except to agree that a court case has upheld the City's sergeants-on-desk duty practice.

The Public member joins with the Employee member in ordering that an officer who performs the duty of a higher ranking officer or an officer on a different assignment for 30 days or more shall be given the compensation to which the higher rank or different designation is entitled. He joins with the Employer member in excepting sergeants assigned to desk duty from this requirement.

The above items were discussed at the arbitration hearings in May and June. In August it developed that six demands which were believed to be settled by agreement actually were not. By consent of both parties their arguments on these six demands were presented in new briefs received on August 28th. The decisions on these demands follow:

- (21) The police urge the incorporation into the contract of Section 360-b of the Retirement and Social Security Law. The Union states that its adoption would simply guarantee that the family of a police officer who dies while employed by the City would receive a death benefit of \$20,000 rather than the ordinary death benefit under Section 360 of one month's pay for every year of service. The cost to the City, it estimates to be no more than \$1500 a year. This provision, it added, has been granted by every jurisdiction in the area.

The City argues that the cost of adopting Section 360-b would be approximately \$45,000 a year. Under the circumstances surrounding the submission of this demand to arbitration, there was no way of resolving the differences between these two cost estimates.

It is reasonable to the Public member for the police to have such protection for their families but given the City's financial condition only if the Union's estimate of costs is approximately correct. He, therefore, votes with the Employee member to award this demand to the Union, provided its current annual cost is not more than \$2,000.

- (22) The Union asks for an allowance of 12¢ a mile whenever an officer is recalled to work (other than for his regular tour of duty) as is paid in every other jurisdiction in Nassau and Suffolk Counties. The City is willing to grant such mileage allowance in excess of two miles in each direction in emergency situations only. It contends that in normal recall situations the men earn time and a half, which is sufficient compensation for recall. There was no disagreement over the 12¢ rate.

To the Public member payment for recall travel costs makes sense. By law or contract, most workers get time and a half for overtime work, but in the main such work is usually tacked on to their normal work hours. Recall from home is rare and recall does add to the affected worker's transportation expenses and thereby decreases commensurately the gain from time and a half compensation for overtime work. However, he also sees no reason why the City should pay excessively for travel just because a police officer decided to live a long rather than a short distance from headquarters. The two miles in each direction rule suggested by the City, therefore, seems reasonable.

The Employee member reluctantly accepts the Public member's thinking and joins in the award of 12¢ a mile for recall mileage to be paid to and from the officer's home residence, except that the first two miles in each direction are not included.

- (23) The PBA seeks to retain all benefits, in addition to basic pay, for its members even while they are sick or not working because of an injury received in the line of duty. These benefits include the night differential, the clothing and cleaning allowances, pay for working a "4 and 96" schedule, etc. The City declares that, "There is no rational reason to continue these payments to a man who is not working."

The Public member agrees with the City and votes with the Employer member to deny this demand.

- (24) The police want the City to pay in one lump sum yearly \$25 for each credit of college work completed. The City is willing if:

- (a) payment is made only for courses approved in writing by the City Manager prior to the commencement of the course,
- (b) payment shall be made only upon completion of the course with a "B" average or better,
- (c) payment shall be made only to reimburse an officer for tuition actually paid
- (d) payments should be limited to situations where an officer is not a fulltime student or otherwise receiving compensation for taking courses.

The City's basic conditions seem reasonable to the Public member, except for the necessity to earn a B average; even a C student can learn enough from a course related to police work to improve his capacity as an officer. He, therefore, with the consenting vote of the Employer member, orders acceptance of the Union's demand with the conditions listed above, except that a C grade shall be sufficient in (b).

- (25) The Union wants the private automobiles of police officers and their contents covered for all damages and losses to them while parked at relieving points. The City is willing "where it could be affirmatively demonstrated that such damage was directed to the officer's vehicle because the vehicle belonged to a police officer, or where the damage otherwise resulted from the performance of police duties."

The Public member too sees no reason why the City should become a general insurer of a police officer's automobile. He, therefore, votes with the Employer member to grant the Union's demand subject to the conditions requested by the City.

- (26) The PBA, finally, requests that an officer be allowed to use up to seven days of sick leave per year "for the purpose of sickness in his immediate family." Again, the City is willing, but wants certain conditions attached, to wit:

- (1) The Officer must notify the Department in the same manner as if the illness was his own.
- (2) The City shall have the right to examine the individual for whom the officer is to care, in order to determine the extent of the illness, and whether such care is necessary.
- (3) The officer must produce a letter or note from the physician treating the individual for whom the officer is caring. Such note shall state the nature of the illness and the necessity for someone to be present to provide care.
- (4) The officer shall provide a written statement signed by himself, setting forth that no one else was available to provide such care.
- (5) The officer must remain with the person he is caring for at all times subject to telephone call. If it is necessary that he leave the house for any reason he must notify the desk officer in the same manner as if the illness was his own.

These safeguards seem reasonable to the Public member and he joins with the Employer member in accepting this demand with the City's five qualifications.

Dated: *September 3, 1976*

State of *New Jersey*

County of *Bergen*

*Arthur T. Jacobs*  
 \_\_\_\_\_  
 Arthur T. Jacobs, Chairman

ESTELLE ROOGL  
 NOTARY PUBLIC OF NEW JERSEY  
 My Comm. Expires June 1, 1980

On this 3rd day of September 1976 before me personally came and appeared Arthur T. Jacobs 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.

Dated: *Sept. 30, 1976*

State of *New York*

County of *Nassau*

*David Schlachter*  
 \_\_\_\_\_  
 David Schlachter, Repres. City of Long Beach

On this *20* day of *September* 1976 before me personally came and appeared David Schlachter to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledge to me that he executed the same.

*Joan V. Carley*  
 \_\_\_\_\_  
 JOAN V. CARLEY  
 NOTARY PUBLIC, State of New York  
 No. 00486360  
 Nassau County, New York

*George Voight*  
George Voight  
Representing the Long Beach P.B.A.

Dated: *Sept. 20, 1976*

State of *New York*

County of *Nassau*

On this *20* day of *September* 1976 before me personally came and appeared George Voight 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.

*Joan V. Carley*

JOAN V. CARLEY  
NOTARY PUBLIC, State of New York  
No. 0066360  
Nassau County  
Commission Expires March 06, 1977

Tamarac Trail  
Harrison, NY 10528  
September 10, 1976

David Schlachter, Esq.  
Deputy Corporation Counsel  
City of Long Beach, NY 11561

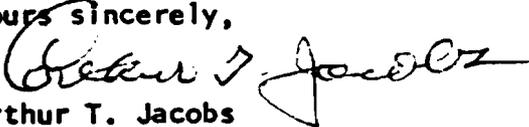
Mr. George Voight  
1007 Cottage Place  
Baldwin, NY 11510

Dear David/George:

I have decided that I should slightly modify my Award #23 on p.12 of the arbitration decision. The second paragraph should read as follows and should replace the second paragraph in the copy of the Award that you have received:

"The Public member agrees with the City that there is no reason for these payments to continue over the long run; he agrees with the Employee member that some transition is desirable for an officer who is used to the higher pay scale. He, therefore, votes with the Employee member that these benefits shall be continued for a period of six months."

Yours sincerely,

  
Arthur T. Jacobs

