

STATE PUBLIC EMPLOYMENT  
RELATIONS BOARD  
**RECEIVED**  
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STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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:  
IN THE MATTER OF THE IMPA SSE  
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Between  
:  
VILLAGE OF MALVERNE  
:  
Public Employer  
:  
-and-  
:  
MALVERNE POLICE BENEVOLENT  
ASSOCIATION  
:  
Public Employee Unit  
:  
----- X

CONCILIATION  
AWARD OF  
ARBITRATION  
PANEL  
PERB #IA-82-13

Under date of July 27, 1982, the New York State Public Employment Relations Board determined that a dispute continued to exist in the negotiations involving the parties designated herein, and that said dispute came under the provisions of the Civil Service Law, Section 209.4.

Pursuant to the authority vested in the New York State Public Employment Relations Board under Section 209.4 of the Civil Service Law, a Public Arbitration Panel was designated for the purpose of making a just and reasonable determination of the dispute.

The Public Arbitration Panel consists of the following: -

PUBLIC PANEL MEMBER AND CHAIRMAN

Lawrence I. Hammer  
100 Veterans Blvd.  
Massapequa, N. Y. 11758

EMPLOYER PANEL MEMBER

Herbert Buschmann  
157 Park Blvd.  
Malverne, N. Y. 11565

EMPLOYEE ORGANIZATION PANEL MEMBER

Stan Kid  
82 Shepard Street  
Rockville Centre, N. Y. 11570

Both parties to the dispute were represented by Counsel. Specifically -

FOR THE VILLAGE

Wallace & O'Haire, P. C.  
Andrew Wallace, Esq.  
129 Newbridge Rd.  
Hicksville, N. Y. 11801

FOR THE PBA

Axelrod, Cornachio & Famighetti,  
Esqs.  
(by) Michael C. Axelrod, Esq.  
114 Old Country Rd.  
Mineola, N. Y. 11501

The statutory provisions applicable to the Compulsory Interest Arbitration as set forth within Section 209.4 of the Civil Service Law, directs that the Public Arbitration Panel in arriving at a just and reasonable determination of the matters in dispute, shall specify the basis for its findings, taking into consideration: -

- 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 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.

In addition, the Statute directs the panel to take into consideration any other relevant factors.

The Public Arbitration Panel conducted hearings at which the full negotiating teams for both parties were present, and at which all parties were given an adequate opportunity of giving testimony and presenting both orally and in written form, documentation and data to substantiate its respective positions.

The parties waived their rights to have an official transcript of the hearings made. Hearings in question took place on: -

September 1, 1982  
October 6, 1982

On October 21, 1982 a quasi executive session was held, at which in addition to the panel, counsel for both parties were present. Said executive session was in reality nothing more than an endeavor to mediate the dispute and reach an amicable resolution thereof.

It should be noted that the designees to the panel, specifically Mr. Kidd, the designee of the PBA and Mr. Buschmann, the designee of the Village, are closely related to those who designated them. Mr. Kidd is the President of the Malverne PBA, while Mr. Buschmann is a Village (of Malverne) Trustee and the Malverne Commissioner of Police. The only real neutral, the only one not connected in any manner, shape or form with the Village of Malverne and its Police Department, is the Chairman, the Public Panel Member.

At the aforesaid quasi executive session, some movement was made off of the parties last official position. Unfortunately, agreement could not be reached, necessitating this Award.

The following items were at impasse at the inception of the hearings. Positions, arguments and data was presented on each of such items.

1. Duration
2. Salaries
3. Night Differential
4. Life Insurance
5. Dental Plan
6. Overtime & Tour Switching
7. Funeral Expenses
8. Milage Allowance
9. Longevity
10. Optical Insurance
11. Holidays
12. Equipment Allowance
13. Line of Duty Death Benefits
14. Insurance for Association Officers
15. Holidays During Vacations

#### BACKGROUND

In addition to the Nassau County Police Department there are 22 Municipalities within Nassau County that have their own Police Department. The Village of Malverne is one such Municipality.

The Village area comprises approximately 1 square mile, and is almost entirely residential in nature.

There are 21 men in the Malverne Police Department, who protect the 10,000 persons residing in Malverne's approximate 3000 dwellings, and who work a 4-96 schedule or 232 days a year.

Over the years there had been parity between the salaries earned in Malverne and that paid to the Nassau County Police, the Village objecting to paying more, or even a sum equal to that being paid to the Nassau County Police. Nevertheless, some three years ago, the salaries being paid to the Malverne Police Department surpassed that which is earned by members of the County Force.

The County in its presentation, though claiming to be very close to its constitutional tax limit, did not claim an inability to pay. It saw, however, no reason for the Malverne Police Department to be the highest paid Force in the County.

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## 1. DURATION

The PBA proposed only a one year contract, covering the period of June 1, 1982 through May 31, 1983.

The Village proposed a two year contract to run through May 31, 1984.

As we are now into the sixth month of the fiscal year, a one year contract would border on being ridiculous, as the parties would then be compelled to return to the negotiating table before the ink on June 1982-May 1983 was dry.

A multi-year contract gives both parties a respite from facing each other across the bargaining table.

## AWARD

1. That a multi-year contract, retroactive (where possible) to June 1, 1982, and to run through May 31, 1984 be entered into.

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## 2. SALARIES

The benchmark salary for members of the Malverne Police Department on May 31, 1982 was \$26,789.00. This sum is earned by all but 4 members of the Department.

The PBA sought an increase equal to 10% over the existing scale. Such sum would increase the benchmark up to \$29,468.00.

The Village offered "5% on June 1, 1982 and 3% on December 1, 1982; 5% on June 1, 1983 and the balance of a 4%-8% C. P. I. (window) on December 1, 1983. "

The Village also proposed that a new starting salary be established, even if same meant adding an additional step to the guide.

On the surface it would appear that the Village offer would increase salaries during the first year by 8%, though the actual payout would amount to only 6 1/2% because the "3% on December 1, 1982" would be received for only half a year. Not so. When questioned as to their offer and the figures it produced, the following was what was being offered: -

5% on 6/1/82 raising benchmark to	\$28,128.00
1 1/2% on 12/1/82 raising benchmark to	\$28,550.00
5% on 6/1/83 raising benchmark to	\$29,977.00

If the Village offer was truly 5% on June 1, 1982 plus 3% on December 1, 1982 and 5% on June 1, 1983, the benchmark figures would be: -

On 6/1/82	\$28,128.00
On 12/1/82	\$28,971.00 and
On 6/1/83	\$30,419.00

When a salary is raised by 3%, the base is raised by the sum equivalent to 3%. 3% of \$28,128.00 base amounts to \$843.00, even though only half would be paid out during the first year of the contract. The Village offer takes half of the \$843.00 and adds that (\$422.00) to the \$28,128.00, making the December 1, 1982 benchmark \$28,550.00. Half of a 3% annual sum, represents a 1 1/2% payout, or a total first year salary increase of 6 1/2%.

As for the second year, the Village as indicated, offered a 5% increase (over the 12/1/82 benchmark of \$28,550.00) on June 1, 1983, with a further December 1, 1983 increase depending upon the Cost of Living increases. If the increase in the C. P. I. rose 5% or less, there would be no further increase

in year two. If the C. P. I. rose 8% or more the benchmark on December 1, 1983 would go to \$3,834.00, though only half of the \$857.00 would be actually paid out.

The Nassau County Police benchmarks, under their most recently negotiated contract went to \$27,400.00 on July 1, 1982 and will go to \$28,650.00 on January 1, 1983, and to \$29,900.00 on July 1, 1983.

Examination of Police Department settlements computed by the Public Employment Relations Board discloses that salary increases for 1982 averaged out to 9% in Villages and where arbitration was necessary, but only 8.3% where negotiations were concluded, absent arbitration, both far cries from the PBA 10% demand or the Villages 6 1/2% offer.

The only Nassau County Arbitration Award in for the period covering the Malverne year comes from Long Beach where 5% was Awarded effective July 1, 1982 and 4% on January 1, 1983.

While 1982-83 settlements are in for Kensington, Hempstead, Glen Cove, Garden City, Freeport, Port Washington and Sands Point, the percentages for such settlements is not clear.

The Consumer Price Index is definitely on a downward trend. The increase for the year ending May 1980 was 11.4%. For the year which ended in May 1981 the increase was down to 9.5%. May 1982, showed an increase of only 5.5%, though June 1981 to June 1982 showed a 6.7% increase.

The most recent settlement called for a 9% increase in June of 1981, something under the then Consumer Price Index rise.

It should be noted that during the executive session, the PBA came well off of its official 10% proposal, coming down to 8%, broken down 6% on June 1 of each year and 2% on December 1 of each year, figures which the Village designee to the panel indicated he would recommend. Obviously same was not acceptable to the Village fathers, else there would be no need for this Award.

If the Chairman of the Panel was to now recommend less than, or even the same figure as discussed as the unofficial PBA bottom line, there would be no incentive for the Village to ever settle short of arbitration.

One cannot argue that there is no reason for the Malverne Village Police to be the highest paid Department in the County. But by the same token, one cannot justify a much lesser percentage that appears to be the trend as evidenced by the P. E. R. B. compilation discussed earlier herein. As pointed out, the negotiated settlements covering some 75 Villages and some 1,380 Patrolmen, came to an 8.3% average. Arbitration Awards covered only 8 Villages, and 109 Patrolmen produced an even higher (9%) figure. That the Malverne benchmark is higher than the maximums indicated in the P. E. R. B. compilation, cannot greatly reduce the ultimate settlement.

So far as establishing a new starting salary is concerned, same should be at the discretion of the Village, as the PBA does not bargain for those not yet in the employ of the Village. The only limitation thereon that must be considered is that the starting salary must be something under what is being paid to a Police Officer with a full years service, but less than 2 years service. There are 2 such individuals now in the Department.

The taxable assessed valuation of real property located with the Village rose for the 1982-83 fiscal year to \$19,390,789.00 an increase over the \$19,241,885.00 of two years ago. The 1982-83 Tax Rate, notwithstanding, is up to \$14.27 per \$100.00 A. V. an increase over the \$13.27 Tax Rate for 1981-82. The Tax Rate is the highest amongst the neighboring Villages. The Village is within \$321,411.00 of its Constitutional Tax Margin.

#### AWARD

1. That all salaries in effect on May 31, 1982 be increased retroactively to June 1, 1982, by a sum equal to seven (7%) percent, which will raise the benchmark to \$28,664.00.
2. That on December 1, 1982 all salaries be further increased by an additional 1%, raising the benchmark to \$28,950.00.
3. That on June 1, 1983 all salaries be increased by an additional 6%, raising the benchmark to \$30,687.00.

AWARD (Continued)

4. That on December 1, 1983 all salaries be increased by an additional 2%, raising the benchmark to \$31,300.00.
5. That the starting salary be left to the discretion of the Village, so long as same is established at less than that being paid to anyone presently in the Department.
6. That those beyond the rank of Patrolman, and in the unit, have their salaries increased by the same percentages.

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3. NIGHT DIFFERENTIAL

The most recently expired contract calls for each member of the Department who has at least 1/2 of his shifts scheduled between 4:00 p. m. and 8:00 a. m. to receive an annual stipend of \$1,500.00 over and above his base salary.

The PBA proposed: -

A) An employee, at least half of whose shift is between 4:00 p. m. and 8:00 a. m. shall receive additional differential compensation of ten (10%) percent of his hourly compensation for each hour actually worked regardless of whether such hours are between 4:00 p. m. and 8:00 a. m. Hours worked contiguous with and at the completion of night time tour shall be eligible for night differential.

B) In lieu of hours actually worked, employees who are on authorized leave, such as sick leave, personal leave, vacation time, compensatory time or a paid holiday, shall likewise receive the additional compensation provided for herein, if such employee, by reason of his work schedule would have worked during such hours for which the said additional differential compensation would be paid in pursuance of this sub-division.

The Village did not propose any change.

While payment only for the actual hours worked on the night shifts makes a great deal of sense, the increase sought from a flat \$1,500.00 to 10%, which based upon the heretofore recommended first year base of \$28,664.00 and more come December 1, would raise the differential to \$2,866.00, and further to \$3,133.00 during the last 6 months of the contract, more than doubling the differential.

The fact that the Nassau County Police Department receives the 10% differential, does nothing more than in some way offset the difference between the Nassau and Malverne benchmarks.

Other Communities pay night differentials, but the \$1,500.00 paid in Malverne is surpassed only in Kings Point (\$1,756.00) and equalled in Port Washington.

There is no reason to increase the night differential.

#### AWARD

1. That the night differential continue at \$1,500.00 annually, to be paid in the same semi-annual manner.

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#### 4. LIFE INSURANCE

Members of the Department are presently covered by \$25,000.00 Life Insurance.

The PBA sought an increase to \$50,000.00 while the Village sought continuation of the present.

Life Insurance in excess of \$25,000.00 is enjoyed by the Police in Long Beach (\$50,000), Lake Success (\$30,000), Old Westbury (\$50,000) and Sands Point (\$50,000). All of the other Departments used by the PBA for purposes of comparison, offer lesser sums, if any.

With the uncertainties of the hazards involved in a Police Officers life, a small increase during the life of a multi-year contract would not be out of order, and would normally be Awarded.

The PBA however, has a separate proposal for a death benefit in the event of one being killed in the line of duty (item #13 hereafter discussed) which would have the same effect. As such will be favorably viewed by at least a majority of the panel, there is no real reason to increase the Life Insurance benefit.

#### AWARD

1. That the Life Insurance presently in effect covering each member of the Department continue as is.

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#### 5. DENTAL INSURANCE

The Village now pays the premiums for Dental Insurance for the "Preferred Community Dental Plan", at \$11.00 per member per month.

The PBA proposed the following: -

The Village contribute three hundred (\$300.00) dollars a year pro-rated equally when premiums are due toward the premiums of an improved dental plan, which shall include but not be limited to orthodontal work, etc. Both active and retired members and their families shall be included in this plan. The plan shall be selected and administered by the PBA.

The Plan the PBA indicated it would select was the Blue Cross Progressive Plan, which would entail an annual premium increase per man of \$96.00 or \$2,016.00 for the Unit.

The Village opposed any improvement in the Dental coverage.

The PBA argued that the monies recoverable under the present Plan is woefully inadequate. All evidence submitted indicated that the contention is valid.

The Village presently pays \$11.00 per month per man, or \$132.00 annually. For the Unit this comes to \$2,772.00.

The PBA proposal would increase the annual premium to \$4,788.00 or \$228.00 per unit member. There is no need for a \$300.00 per man commitment.

Past members of the Department should be covered only to the extent that they have todate been covered, if they have in fact been covered by the Villages Dental Insurance. The increased premium for improved coverage, should be contributed by the individual in order to maintain coverage.

#### AWARD

1. That the Village contribute up to \$250.00 per Police Officer, per annum, effective January 1, 1983 for the purchase of Dental Insurance.
2. That the Administration of the Plan to be selected shall continue in the same manner as in the past.
3. That if retirees have been covered in the past, they continue to be covered, but at no financial increase to the Village. Any premium difference shall be borne by the individual.
4. That future retirees be covered at the same extent.

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## 6. OVERTIME & TOUR SWITCHING

The PBA proposed that no members scheduled tour of duty be switched for any reason at all without the payment of overtime compensation.

The PBA argued that tours of duty are switched by the Chief without any regard or consideration for any personal plans that the individual officer may have made.

It was argued that more often than not, the tour was switched solely for the purpose of avoiding the payment of overtime.

Both sides were very adamant on this subject. More so than on anything else before the panel.

The Village contended that switching was sometimes necessary in order to have the minimum number of men required for any shift, on duty.

The PBA contended that while there were only 53 switches during 1979, same rose to 96 in 1980 and to 106 in 1981. There were some 78 instances through the commencement of hearings in September. The 1981 figure would be surpassed if the present 1982 rate was to continue through the end of the year. The Village contended that only 56 changes occurred in 1981, half the number claimed by the PBA.

The neutral arbitrator has no way of ascertaining whose 1981 figures are closer to actuality.

There are times when last minute emergencies or last minute illnesses necessitate the switching of duty tours. After all, posts must be covered. These the Village must be able to accomplish even if a financial penalty is involved. However, when it is known by administration in advance that switching will be necessary, same should be put into effect as soon as same is known, so that those involved can adjust their personal lives.

The Police testified that the 1983 schedule, including vacations, are known at present, and that barring an emergency, changes could be made now. There was neither agreement or disagreement on this point by the Village.

#### AWARD

1. That tours not be switched solely for the purpose of avoiding the payment of overtime.
2. That where an illness of one scheduled to work arises suddenly, the Chief shall be allowed to switch tours upon being required to pay overtime rates.
3. The declaration of an emergency shall be left to the sole discretion of the Commissioner of Police, though same shall not be declared merely for the purpose of providing normal everyday police services.
4. Tours may be shifted by mutual agreement of the parties without the payment of overtime.
5. Switching of shifts amongst members of the Department, for their own personal needs, (subject to prior approval of the Chief) shall not entitle personnel so involved to overtime compensation.

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#### 7. FUNERAL EXPENSES

The Village now pays for all reasonable expenses in connection with the funeral of a member of the Department who dies in the line or in the performance of his duty, to a maximum of \$2,500.00.

The PBA seeks to increase such maximum to \$5,000.00.

The Village opposed any change.

If one is killed in the line of duty, there should really be no restrictions on expenses necessary to the burial of such officer.

The present contract talks of expenses that are reasonably necessary. If the figure is raised, might there not be disputes as to whether an expense was necessary? Funerals today can generally be completed at something under \$3,200.00. \$5,000.00, even in today's inflated market, is a rather high sum for a funeral.

#### AWARD

1. That Article 21 Section E be increased to \$3,200.00, with all other verbiage remaining as is.

XXXXX

#### 8. MILAGE ALLOWANCE

Police are reimbursed at the rate of 15 cents per mile for use of their personal automobile.

The PBA seeks to increase same to 25 cents per mile.

While the Village sought to continue reimbursement at 15 cents per mile, one cannot overlook the fact that even I. R. S. allows 17 cents per mile.

#### AWARD

1. That Article 27 be increased effective December 1, 1982 to 17 cents per mile.

XXXXX

## 9. LONGEVITY

Under the most recently expired contract, unit members were to become entitled to additional annual compensation in the form of longevity stipends after completing 6 years of service in the Department. Specifically they were to receive \$530.00 after 6 years, \$880.00 after 10 years, \$1,230.00 after 15 years, and then an additional \$50.00 per year (added to the \$1,230.00) thereafter, for 35 years.

The PBA proposed increasing each step entitlement by \$100.00 which would entitle unit members to \$630.00 after 6 years, \$1,080.00 after 10 years, \$1,530.00 after 15 years and then an additional \$100.00 annually without limitation.

The Village opposed any increase herein.

There is little question, but that the longevity stipends paid in Malverne is low when compared with the area Departments used for such purposes in the presentation on all issues involved. In fact, the \$1,230.00 received in Malverne after 15 years of service, surpasses only the \$1,200.00 paid in Lynbrook, the \$1,150.00 paid in both Laurel Hollow and Hempstead.

Longevity is a way of increasing salaries when same are not up to par. A high longevity can more than offset a lower competitive salary. The salaries in Malverne do not require boosting through such a subterfuge, as Malverne salaries are amongst the highest.

The PBA proposal would have the effect of making Malvernes longevity amongst the highest, if not the highest in Nassau County.

## AWARD

1. That the longevity provision of the most recently expired contract continue without modification.

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## 10. OPTICAL INSURANCE

The PBA proposed that the Village contribute \$100.00 a year per member toward an optical plan for both retired members and active members and their families, such plan to be selected and administered by the PBA.

Optical Insurance is not one of the benefits now enjoyed by the Department members.

The Village was against creating such a new fringe benefit.

No data was presented to indicate how many, if any for that matter, receive Optical Insurance from their Municipal employees.

This type of insurance costs money, even if only the \$2,100.00 under the PBA proposal, and if same were to be recommended such sum would have to come out of the total overall money package. In this day and age of needing more and more money merely to exist, it is difficult to allocate a portion of the settlement to the creation of a new fringe.

However, if the PBA prefers to reduce all salaries heretofore recommended by the sum of \$100.00, and use such \$100.00 to purchase Optical Insurance, so be it. It is their money.

## AWARD

1. That the PBA, by majority vote of their members, be allowed to allocate out of the monies heretofore recommended for salary increases, \$100.00 per member for the purpose of purchasing Optical Insurance, effective June 1, 1983.

XXXXX

## 11. HOLIDAYS

Members of the Department currently are entitled to 12 paid holidays annually. These are specifically spelled out in the contract.

The PBA proposed increasing the annual number to 14 by adding in Easter Sunday and Martin Luther King's birthday.

No willingness was evidenced from the Village to even consider such increase, even partially.

Twelve seems to be the magic number for paid holidays being offered with Police Departments. Amongst those Departments consistently being offered for purposes of comparison, only Glen Cove (13), Laurel Hollow (13) and Hempstead (14) grant more than 12 paid holidays annually.

When members are paid for holidays, it is nothing more than being paid for an extra day without performing any additional work. One could just as well put the value of 2 days pay (1/116 of annual wages) onto the base salary.

#### AWARD

1. That the present Holiday provisions of the contract (Article 12) continue without increase.

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#### 12. EQUIPMENT ALLOWANCE

Contractually, the Village now provides all uniforms and equipment required by members of the Department. In addition, each member of the Department receives \$450.00 annually for "cleaning his uniforms and equipment."

The PBA sought modification thereof by raising the annual allotment to \$600.00, while the Village sought continuation of the same payment.

Maintenance allowances range from about \$270.00 in Garden City to \$600.00 in Glen Cove. The average comes to about \$410.00.

Costs of dry cleaning and pressing have gone out of sight. The present allotment comes to approximately \$9.00 per week, which sum would probably cover the weekly pressings (or cleaning) of the uniform jacket and pants. It probably would not cover the maintenance of winter coats. Unfortunately, precise cleaning costs and frequency of cleanings and/or pressings were not indicated.

#### AWARD

1. That effective December 1, 1982 the annual Maintenance Allowance be increased to \$475.00.

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#### 13. LINE OF BENEFIT DEATH BENEFITS

The PBA proposed that the Village provide the benefits provided under Section 208-b of the General Municipal Law providing for death benefits for the surviving spouse and children of an employee who dies in the line or performance of duty and shall adopt Section 208-c of the General Municipal Law providing for death benefits for the mother and father of an employee, who leaves no surviving spouse or children, who dies in the line or performance of duty.

Such provisions would grant one years salary to the family of any Police Officer killed in the line of duty.

It is not at all clear as to how many, if any, Municipalities offer to continue the salary of one of its Police Officers for a full year should such officer lay down his life in the performance of his duty. Is it, however, really material whether others grant such a benefit or not?

There were times not too many years ago when one living in the suburbs never bothered to lock their doors. In recent years, however, the crime rates have soared. One would have to be living in a dream world not to be cognizant of such changes in social morals. The prospects of a Police Officer laying down his life in the performance of his sworn duties is greater today than ever before.

One of the statutory provisions which the panel must take into consideration in arriving at a just and reasonable determination of the impasse items, is the peculiarities in regard to other professions, including the hazards of employment. What profession has more inherent hazards than does that to which the police are subject? With the possible exception of firefighters, none comes to mind.

The spouse of a Police Officer never knows for sure, as she watches her husband leave for work, that he will return alive. The spectre of his being killed lurks in the background. A Police Officer should have the peace of mind that his family will not immediately be in want.

The panel cannot feel that the Citizenry would begrudge its Police such a benefit.

#### AWARD

1. That the benefits proposed by the PBA be made a part of the contract, effective immediately.

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#### 14. INSURANCE FOR ASSOCIATION OFFICERS

The PBA proposed that when acting pursuant to the terms of this agreement an elected officer or an officer appointed to fill an elected position of the Police Benevolent Association shall be covered for medical payments, comprehensive liability insurance, and be given all the protections he would enjoy if he were on his regularly scheduled tour of duty whether in or out of the Village of Malverne.

The language proposed by the PBA is identical to that which appears in the Nassau County Police contract, except that same contains the phrase "subject to the prior written approval of the Commissioner of Police....."

The Village already pays the premiums covering medical insurances and comprehensive liability insurances, so that to cover the officers of the Association while acting in their PBA capacity, should not entail any additional monetary outlay. If there is such an outlay, however, the PBA should reimburse the Village for same.

However, lest there be no misunderstanding, the "killed in the line of duty" benefit discussed and Awarded earlier herein, shall not apply should the officer be performing his PBA duties only at the time of mishap.

#### AWARD

1. That the verbiage sought by the PBA herein, with the additional "subject to the prior written approval of the Commissioner of Police....." being added, shall be made a part of the contract, effective June 1, 1983.
2. That excluded therefrom shall be the entitlement to the "killed in the line of duty" benefit.
3. That should the inclusion of this Award item result in an increase in the Villages insurance premiums, such increase be reimbursed by the PBA to the Village.

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#### 15. HOLIDAYS DURING VACATIONS

The PBA proposed that if a holiday falls on a day during which time the employee is on vacation leave, the employee shall receive an additional day's pay or compensatory time, at his option, in addition to any other entitlements.

The Village objected hereto.

No data was made available, or explanation offered as to what the effect of "in addition to any other entitlements" meant or would have on the Village.

Language in a contract is not utilized merely to fill up space. Words, proposals have a meaning.

What was the PBA really seeking?

Under the present or most recently expired contract, the officer who works on a holiday appears to be entitled to from 2 1/2 to 3 1/2 times his regular rate. Would this effect the PBA proposal?

There is nothing herein to warrant an affirmative Award.

AWARD

1. That the PBA proposal be rejected and not be a part of the contract.

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At the quasi executive session heretofore referred to above, held on October 21, 1982, unanimity could not be achieved. Thus, this Award was prepared.

On November 19, 1982 the Panel Chairman met with the other members of the Public Arbitration Panel, at which time each of the Panel Members indicated their agreement or disagreement with the position taken by the Chairman.

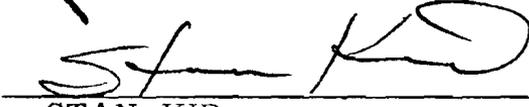
The PBA appointee, Stan Kid . concurred in each of the Awards set forth above.

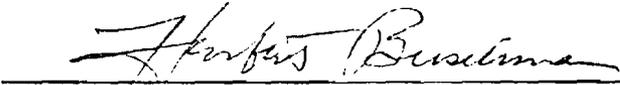
The Village Appointee, Herbert Buschmann concurred in each of the Awards set forth above, with the exception of that set forth for items #2, 5, 6 and 14.

Accordingly, there is either a unanimous vote, or at least a majority vote on all issues and all aspects of the Award.

Dated: Massapequa, N. Y.  
November 19, 1982

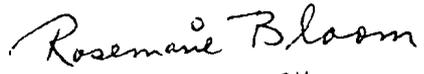
  
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LAWRENCE I. HAMMER, Chairman

  
\_\_\_\_\_  
STAN KID

  
\_\_\_\_\_  
HERBERT BUSCHMANN

State of New York )  
County of Nassau ) ss: -

On this 19 day of November 1982, before me personally appeared Lawrence I. Hammer, to me known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

  
ROSEMARIE BLOOM  
NOTARY PUBLIC, State of New York  
No. 01 BL451336  
Qualified in Nassau County  
Commission Expires March 30, 1983

State of New York )  
County of Nassau ) ss: -

On this 19 day of November 1982, before me personally appeared Stan Kid to me known and known to me to be the individual described in

and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

*Rosemarie Bloom*

ROSEMARIE BLOOM  
NOTARY PUBLIC, State of New York  
No. 01 BL461335  
Qualified in Nassau County  
Commission Expires March 30, 1983

State of New York ) ss: -  
County of Nassau )

On this 19 day of November 1982, before me personally appeared Herbert Buschmann, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

*Lawrence I. Hammer*

LAWRENCE I. HAMMER  
Notary Public, State of New York  
No. 30-1833900  
Qualified in Nassau County  
Commission Expires March 30, 1983

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