

AWARD

1. TERM

The Agreement shall have a term of January 1, 1996 to December 31, 2000.

2. WAGES

Bargaining unit members shall receive the following base wage increases:

January 1, 1996	5-1/4%
April 1, 1997	3%
April 1, 1998	3.65%
January 1, 1999	2.75%
July 1, 1999	2.75%
January 1, 2000	4.6%

These percentage wage increases also shall be applied to the parties' alternate salary rates.

3. NIGHT SHIFT DIFFERENTIAL

Effective January 1, 1998, the night shift differential for Police Officers assigned to Chart Orange shall be ten percent (10%) for all hours worked between 11:00 a.m. and 7:00 p.m. and that the night shift differential shall be twelve percent (12%) for all hours worked between 7:00 p.m. and 7:00 a.m.

4. LONGEVITY PAY

Effective January 1, 1999, County Police Officers with six (6) to nine (9) years of experience shall have their longevity pay increased by two hundred and fifty dollars (\$250), Officers with ten (10) to fourteen (14) years of experience shall have their

longevity pay increased by five hundred dollars (\$500), Officers with fifteen (15) years of experience shall have their longevity pay increased by seven hundred fifty dollars (\$750) dollars, Officers with sixteen (16) to twenty five (25) years of experience shall have their longevity pay increased by three hundred and twenty five dollars (\$325) for each year of service, and Officers with twenty six (26) or more years of service shall continue to be paid an additional one hundred dollars of longevity pay for each year of service above twenty five (25) years of service.

Effective January 1, 2000, County Police Officers with six (6) to nine (9) years of experience shall have their longevity pay increased by two hundred and fifty dollars (\$250), Officers with ten (10) to fourteen (14) years of experience shall have their longevity pay increased by five hundred dollars (\$500), Officers with fifteen (15) years of experience shall have their longevity pay increased by seven hundred fifty dollars (\$750) dollars, Officers with sixteen (16) to twenty five (25) years of experience shall have their longevity pay increased by three hundred and fifty dollars (\$350) for each year of service, and Officers with twenty six (26) or more years of service shall continue to be paid an additional one hundred dollars of longevity pay for each year of service above twenty five (25) years of service.

These awarded improvements shall result in the following schedule of longevity benefits:

LONGEVITY PAY

<u>Years of Employment</u>	<u>1/1/96- 12/31/98</u>	<u>1/1/99 12/31/99</u>	<u>1/1/2000- Thereafter</u>
6-9	900	1150	1400
10-14	1500	2000	2500
15	2200	2950	3700
16	2500	3275	4050
17	2800	3600	4400
18	3100	3925	4750
19	3400	4250	5100
20	3700	4575	5450
21	4000	4900	5800
22	4300	5225	6150
23	4600	5550	6500
24	4900	5875	6850
25	5200	6200	7200
Each year after 25	\$100 per yr.	\$100 per yr.	\$100 per yr.

5. SPECIAL ASSIGNMENT PAY

Effective January 1, 1998, County Police Officers permanently assigned on a full-time basis to the Bureau of Special Operations, the Emergency Service Bureau, Applicant Investigations, Central Testing Section (CTS Breath Technicians) and the Scuba Diving Team shall be paid an annual assignment pay in the amount of three thousand four hundred dollars (\$3,400). In subsequent years, this amount shall be increased by the same percentage increase as base wages but this amount shall not be considered base wages for any purposes.

6. HEALTH INSURANCE PREMIUMS

The County shall pay the full cost of health insurance premiums for all employees and those retiring during the life of the awarded Agreement. Section 9.1 b (A) shall state:

.... and the County shall continue to pay the full cost of the premium in either the individual or family plan for enrollment of its active and retiring employees in the program

Section 9.16-1 (B) of the Agreement is amended to read as follows: The County has the right to change health insurance providers so long as there is no decrease in benefit levels. Before making such change, the County shall notify and accept comments from the Association.

7. ALTERNATE SALARY RATES

Effective January 1, 1996, Step 1 and Step 2 salaries shall retroactively be adjusted back to January 1, 1992 by using the same percentage increases that were previously applied to Step 3.

8. HOURS OF WORK

The parties' steady tour pilot program (Chart Orange) shall be made a permanent part of their Agreement.

Within thirty (30) calendar days of this Opinion and Award, Officers assigned to Chart 5 or 7 shall be reassigned to steady tours (Chart Orange).

For three (3) years after they have graduated from the Police Academy, the County shall be permitted to reassign Officers on Chart Orange from tour to tour three (3) times a year for four (4) months each.

For their first three (3) years of employment after graduating from the Police Academy, while assigned to Chart Orange, officers shall be required to work ninety (90) additional hours per year.

Officers assigned to Chart Orange, shall be permitted to pay

back the difference between their annual scheduled hours of work assignment and eighteen hundred and fifty six (1856) hours per year with accrued vacation time. Officers using accrued vacation time to pay back time owed shall schedule vacation time as payback time at the same time that they schedule their annual vacation days. However, the use of accrued vacation as payback time may be precluded if the County determines to use any or all of an Officer's payback time as training time to be scheduled by the County. No scheduled use of accrued vacation may be canceled for training purposes without six (6) months notice.

Officers required to report to court before the start of their first regularly scheduled shift shall be granted at least five (5) hours off between the end of their court appearance and the start of their next regularly scheduled shift.

All other Police Officers shall within sixty (60) calendar days of this Award, be assigned to perform 1856 hours or 232 tours, annually. In order (and if necessary) to adjust the hours and tours to conform to the 1856 hours and 232 tours, annually, the affected members shall be excused without charge to leave.

9. GOODWILL GAMES

The County will host the Goodwill Games in July and August, 1998. For that occasion only, each Police Officer assigned to Chart Orange may be ordered to perform a ten (10) or twelve (12) hour tour which tour is part of the payback time under Chart Orange. However, no Police Officer shall be ordered to perform the above payback time if he or she is on vacation leave or sick leave.

In order to use this payback time, the Police Department shall first notify the Police Officers that they will be assigned to the Goodwill Games on or before February 1, 1998 and, second, notify those Police Officers of their assigned tour of duty for the Goodwill Games no less than thirty (30) days before the Goodwill Games scheduled tour. If either notification is not made, payback time may not be used to assign a Police Officer to the Goodwill Games.

Police Officers who are assigned to perform the payback times, as indicated above, must be assigned to police the Goodwill Games only.

10. CLOTHING ALLOWANCE

The clothing allowance paid to County Police Officers shall be increased by the following amounts: effective January 1, 1998, by fifty dollars (\$50) to twelve hundred dollars (\$1200) per year; effective January 1, 1999, by fifty dollars (\$50) to twelve hundred and fifty dollars (\$1250) per year; and effective January 1, 2000, by fifty dollars (\$50) to thirteen hundred dollars (\$1300) per year.

11. EQUIPMENT ALLOWANCE

The equipment allowance paid to County Police Officers shall be increased by the following amounts: effective January 1, 1998, by fifty dollars (\$50) to eight hundred and fifty dollars (\$850) per year; effective January 1, 1999, by fifty dollars (\$50) to nine hundred dollars (\$900) per year; and effective January 1, 2000, by fifty dollars (\$50) to nine hundred and fifty dollars (\$950) per

year.

12. ASSOCIATION RELEASE TIME AND BOARD OF GOVERNORS

Effective upon the date of this Opinion and Award, and at the discretion of the Association President, the Association shall receive the amount of release time provided by the schedule attached to the parties' unratified Memorandum of Agreement.

Effective January 1, 1996, the Association's Board of Governors shall be permitted to pick their tour schedules based upon their individual seniority within their command.

Effective January 1, 1996, the Association's Board of Governors shall receive the alternate salary rates agreed to by the Association and the County. I shall retain jurisdiction to resolve any dispute between the parties regarding which alternate salary rate shall be applicable to the Association's Board of Governors.

13. 9mm HANDGUNS

The County shall provide newly hired Police Officers with 9mm handguns at no cost to those Officers as well as a reduced equipment allowance of one hundred dollars (\$100) during their first year of employment.

Officers retiring from employment with the Department shall be permitted to retain their 9mm handguns at no cost to the Officer, provided that the Officer is qualified to retain his or her 9mm handguns.

14. DENTAL CONTRIBUTIONS

Effective January 1, 1998, the County's dental contribution per employee shall be increased by one hundred dollars (\$100) from

four hundred and twenty five dollars (\$425) to five hundred and twenty five dollars (\$525).

15. EDUCATION PAY

Effective January 1, 1998, the County shall reimburse Police Officers who take college courses up to five hundred thousand dollars (\$500,000) per year, pursuant to the criteria set forth in Section 22 of the unratified Memorandum of Agreement (Joint Exhibit No. 5 at pg. 7).

16. DIRECT DEPOSIT

As soon as practical after the issuance of this Opinion and Award, the County shall implement a direct deposit program for its Police Officers similar to the system currently in place for the Department's Superior Officers.

17. USE OF ACCUMULATED TIME BEFORE RETIREMENT

Effective upon the date of this Opinion and Award, a Police Officer in contemplation of retirement shall have the right to use all of his accumulated (non-sick) time off prior to his or her scheduled retirement.

18. TERMINATION PAYOUT

Effective January 1, 1999, the daily rate shall be calculated by using a two hundred and forty five (245) day annual work schedule.

Effective January 1, 2000, the daily rate shall be calculated by using a two hundred and thirty two (232) day annual work schedule.

19. VACATION ACCRUALS

Effective upon the date of this Opinion and Award, the number of vacation days Officers are permitted to accrue shall be increased to from fifty four (54) days to ninety (90) days.

20. VACATION LEAVE

Effective January 1, 1998, the vacation entitlement for Police Officers effective upon their tenth (10th) January 1st, following their commencement of service, shall be increased by one (1) day per year to twenty eight (28) paid vacation days per year and the vacation entitlement. Effective upon their sixteenth (16th) January 1st, following their commencement of service, vacation entitlement shall be increased by three (3) days per year to thirty (30) paid vacation days.

Effective January 1, 1998, Officers shall be permitted to pick up to ten (10) individual vacation days per year, but that only five of those days may be on designated holidays.

21. SICK LEAVE ACCUMULATION

The number of days of paid sick leave Officers are permitted to accumulate shall be increased to the following levels: effective January 1, 1998 - four hundred and ninety four (494) days; effective January 1, 1999 - five hundred and twenty (520) days; and effective January 1, 2000 - five hundred and fifty (550) days.

22. COMPENSATORY LEAVE TIME

Effective January 1, 1998, the compensatory time cap in Section 9.8-1 (B), Option 1, shall be increased to one hundred

ninety-four (194) hours at the overtime rate, which equals two hundred ninety-one (291) hours at the straight time rate.

23. REOPENER

In the event that the County and its Superior Officers or the County and its Detectives, agree to, or an Interest Arbitrator awards, a change in any of the following terms and conditions of employment from January 1, 1996 through December 31, 2000, other than the changes awarded herein, the Association shall be entitled to reopen negotiations over that term and condition of employment, including the right to proceed to interest arbitration. The potential reopener issues are as follows:

- a) Wages
- b) Longevity
- c) Night Differential

All other reopeners are deleted from the Agreement.

24. OFF-DUTY SECURITY WORK

Effective January 1, 1998, restrictions on Officers engaging in off-duty security work shall be deleted from the Agreement. However, Officers shall continue to follow the same procedures for obtaining approval for off-duty work as they have in the past.

25. CANINE OFFICER STIPEND

Effective January 1, 1996, Canine Officers shall be paid an annual stipend of eight thousand two hundred and fifty five dollars (\$8,255) to compensate those Officers for the time they spend caring for and maintaining their dogs during off duty hours. This stipend shall be increased by the same percentage increases as base

wages but shall not be considered base wages for any purposes.

26. NEW HIRE WAGE RATES

The Academy and wage steps before Step 3 on the parties' salary schedule shall be frozen at the levels indicated below until 11:59 p.m. December 31, 2000:

Academy Step:	Annual rate of \$21,000 for six (6) months.
Step 1:	Annual rate of \$30,000 for six (6) months.
Step 2:	Annual rate of \$35,000 for six (6) months.
	Annual rate of \$43,244 for six (6) months.

At 11:59 p.m. on December 31, 2000, the Academy and wage steps before Step 3 on the parties' salary schedule shall be increased to the following levels:

Start Pay:	Annual rate of \$40,000 for one (1) employment year.
Step 2:	Annual rate of \$43,244 for one (1) employment year, or to January 1st, whichever is sooner. Thereafter, Step 3.

27. SICK LEAVE MANAGEMENT PROGRAM

Effective ninety (90) days after the date of this Opinion and Award, the County shall implement the following sick leave management program.

1. The use of sick leave for family illness, i.e., family sick days shall be discontinued.

2. "Sick leave abuser" shall be defined as any employee who has five (5) or more sick leave occurrences of one or more consecutive calendar full or partial days; or is absent for any eight (8) half or full tours in a calendar year.

3. A "chronic sick leave abuser" shall be defined as any employee who is a sick leave abuser for eighteen (18) consecutive calendar months or is absent for sixteen (16) days or ten (10)

occurrences in a twelve (12) month period.

4. No employee shall be designated a sick leave abuser or chronic sick leave abuser prior to March 1, 1998. The sick leave occurrences which may cause an employee to be so designated may be either line of duty or non-line of duty illness or injury.

5. The Police Surgeon may "relieve" a "sick leave abuser" or "chronic sick leave abuser" of any and all consequences of such designation which would otherwise apply. The refusal of the Police Surgeon to do so shall be reviewable in the grievance machinery under an "arbitrary or unreasonable" standard.

6. A sick leave abuser shall be so designated for at least six (6) months following the designation the following shall apply:

- * No scheduled overtime (unless ordered).
- * No scheduled night shift differential pay while on sick leave.
- * No swapping of tours.
- * No right to pick new tour schedule if opening occurs.
- * No eligibility for "preferred" assignments or designations.

7. Sick leave abuser designation shall be removed if the employee uses no sick leave during six (6) consecutive calendar months following such designation (unless excused from this condition by the Police Surgeon). The Police Surgeon may designate sick leave as not being counted as part of what is to be considered when designating a sick leave abuser or chronic sick leave abuser or when removing an employee from those designations. A Police Surgeon may require a doctor's note, (which describes the

conditions, including symptoms, diagnosis and prognosis) in the event a police officer requests not to have sick leave count towards being designated or removed as a sick leave abuser or chronic sick leave abuser.

8. A chronic sick leave abuser is subject to the same conditions as a sick leave abuser except that a chronic sick leave abuser is additionally ineligible to receive night-shift differential pay while on vacation. In order for a member to be taken off the chronic sick leave abuser list, that member must work six (6) consecutive months, having used no sick leave or having used only sick leave permitted by the Police Surgeon. In such event, the chronic sick leave abuser shall then be designated a sick leave abuser. That member shall then be covered by all of the rules of a sick leave abuser.

9. Police officers who are on restricted assignment for eighteen (18) consecutive months shall have the following apply:

- * No more than twelve (12) hours per month of overtime is to be performed unless permitted by the Chief Surgeon or the Commissioner of Police.
- * No right to pick new tour schedule if openings occur.
- * No eligibility for preferred assignments.

10. When a member signs on sick leave with a line of duty reoccurrence he/she must visit the Police Surgeon immediately if the Police Surgeon is available, or if not available, that member must visit the Police Surgeon within twelve (12) hours of signing on sick leave. A sick leave abuser or chronic sick leave abuser must visit the surgeon every time he/she signs on sick leave of any

kind.

11. When a member signs on sick leave with a line of duty reoccurrence on a holiday or weekend day, he/she must see the Police Surgeon immediately if the Police Surgeon is available, or if not available the next operating hours of the Police Surgeon's office.

12. A member shall not be eligible for scheduled overtime for the first seven (7) consecutive days after returning to duty from sick leave of any kind.

13. Catastrophic illness or injuries are exempt from any and all provisions of the sick leave management program.

14. The police department and the PBA shall, as soon as possible, form a committee to institute a program whereby an injured police officer in the line of duty will be able to get all of the necessary health care for any injury or illness sustained in the line of duty within a seventy-two (72) hour period. The 72 hour period is a goal for the committee to achieve.

15. The department and the PBA will meet as soon as possible and create a disability management policy. This policy will enable any officer injured in the line of duty to be provided with all of the necessary laboratory and diagnostic tests to ascertain the extent of said officer's injuries within a 72 hour period. The 72 hour period is a goal for the committee to achieve. The designation of the diagnostic center will be by mutual agreement. However, the member shall still have the choice of selecting a treating physician.

16. Once a member applies for a disability pension there shall be no scheduled overtime assigned.

28. FAMILY SICK LEAVE DAYS

Effective upon the date of this Opinion and Award, Section 9.14-4 (F) of the Agreement is deleted and family sick leave days are eliminated.

29. BLOOD DONATION

Effective upon the date of this Opinion and Award, there shall be no cash convertibility for any compensatory days earned for donating blood. Furthermore, effective January 1, 1998, the Personal Leave Cap in Section 9.14-2 shall be raised from ten (10) to fifteen (15) days as per paragraph 19 of the unratified Memorandum of Agreement.

30. DEFERRED MONIES

Police Officers that are due deferred overtime monies that were to be paid on July 1, 1997, and Police Officers that are due deferred overtime monies that are to be paid on July 1, 1998, may at their sole option, defer all or a portion of these overtime monies until January 1, 1999. Such monies shall be paid at the rate in effect at the time of payment. These monies shall be paid no later than the first regular pay day after January 1, 1999.

31. MEAL ALLOWANCE

Effective upon the date of this Opinion and Award, Sections 9.12-1 and 2 of the Agreement shall be deleted.

32. OVERTIME CANCELLATION

Effective upon the date of this Opinion and Award, the time for the County to notify an Officer of overtime cancellation shall be reduced from seventy two (72) hours to forty eight (48) hours.

33. QUALIFICATIONS

Effective upon the date of this Opinion and Award, Section 8.0 shall be amended by adding to subdivision (6), following the phrase "... within the police department" and in substitution for the balance of the subdivision (beginning with the phrase "In order to comply ...") the following:

"(7) In the event after the notice provided for in paragraph "(6)" above is published and there are no volunteers to fill the vacant position then in accordance with the procedures herein, the letter interpreting this section 8.0 et. seq., and the past practice, the following procedure will be followed.:

(a) A second notice of the vacant position shall be published in accordance with the procedures in effect for section 8.0 et. seq. Unlike the notice provided for in paragraph "(6)" above, members with less than three years will be permitted to request to fill the vacant position. Thereafter the remaining procedures involved with the selection process shall remain unchanged and will be followed.

(8) In the event after the second notice is published and there are still no or insufficient volunteers to fill the vacant position than the police officers from the least senior class (who have completed their probationary period) may be assigned to fill the vacant position.

(9) In order to comply with the above provisions the department shall:

1. List the job description; and
2. List the qualification for the position and established application procedure; and
3. Designate time periods for applications to be filed with thirty (30) days being the minimum time set; and

4. Conduct oral interviews of all applicants and notify each applicant of the status and results of his/her application; and
5. List all members who apply and who receive or are appointed said position(s).

34. END OF THE YEAR PAYCHECKS

Effective upon the issuance of this Opinion and Award, the County shall no longer issue end of the year paychecks other than regular bi-weekly paychecks.

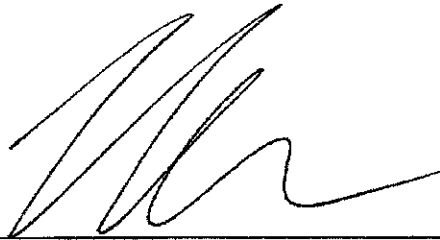
35. TEMPORARY ASSIGNMENTS

The definition of "temporary assignments" in applying the provision of Section 8.0 in the Agreement shall be amended to include assignments to the Police Academy and the Marine Bureau.

36. GRIEVANCE PROVISION

Effective with the issuance of this Award, Section 5.1, Step 4(d) shall reflect an eight hundred dollar (\$800.00) per diem for Arbitrators. As requested, I will meet with the parties no later than November 1, 1997, in order to streamline grievance processing by facilitating the settlement of grievances and expediting the scheduling of cases that are to be arbitrated.

August ²⁹, 1997.



Martin F. Scheinman, Esq.
Interest Arbitrator

On this ^{29th} day of August 1997, before me personally came and appeared MARTIN F. SCHEINMAN, ESQ., 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.



NOTARY PUBLIC
Diane M. Falzon
County of Nassau
Registration No. 01FA5073646
Expires March 3, 1999