

AWARD

1. Term of Award

The term of this Award shall be January 1, 2001 through December 31, 2006.

2. Wages and Alternate Salary Schedules

Base wages shall and all alternate salary schedules shall be increased as follows

Effective January 1, 2002	- 3.9 per cent
Effective January 1, 2003	- 3.9 per cent
Effective January 1, 2004	- 3.9 per cent
Effective July 1, 2005	- 3.9 per cent
Effective July 1, 2006	- 3.9 per cent

3. Longevity

Effective January 1, 2004, Police Officers shall be granted longevity payments totaling \$300 per year effective their first year of eligibility as provided for in this Opinion.

4. Hourly Calculations

Effective January 1, 2004, the denominator utilized to calculate holiday pay, overtime and shift differentials shall be 1985 hours.

5. Shift Differentials

Effective January 1, 2004, Section 9.17 of the expired Collective Bargaining Agreement shall be

retitled "Shift Differential." Also, effective that date, the shift differential for Police Officers assigned to work between the hours of 3:30 p.m. and 8:00 a.m. shall be twelve (12) percent for all hours worked during this period.

6. Extra Hours

Effective January 1, 2004, Police Officers shall work an additional 48 hours or four (4) twelve (12) hour tours per Officer per year within their command. These tours shall be assigned on days contiguous to a Police Officer's regularly scheduled shifts. One tour may be assigned in each quarter of the year. These tours shall not be scheduled on a holiday or approved vacation. No less than fourteen (14) days nor more than sixty (60) days notice of these additional tours shall be given Police Officers.

Police Officers shall receive their regular rate of pay for working the additional 48 hours. Such compensation shall be incorporated into Police Officers' base wages, and shall be subject to the wage increase effective January 1, 2004.

7. Education Incentive Pay

All Police Officers employed as of September 15, 2003, shall receive an annual Education Incentive Pay stipend as listed below. Police Officers hired after September 15, 2003, shall receive Education Incentive Pay provided they have completed 124 hours of college credit.

Education Incentive Pay Stipend

Effective January 1, 2003	\$600
Effective January 1, 2005	\$650
Effective January 1, 2006	\$695

Effective December 31, 2006, Education Incentive Pay shall be incorporated into base wages.

8. Course Reimbursement and Member Legal Services Funds

Effective January 1, 2004, the Education Pay Fund shall be retitled "Course Reimbursement and Member Legal Services Funds." In addition, the County shall reimburse Police Officers who take college credits up to \$250,000 per year, in the aggregate, pursuant to the criteria incorporated by reference in the Interest Arbitration Award dated August 27, 1997. \$250,000 shall be allocated to the Member Legal Services Fund. \$125,000 shall be payable on

January 1 of each year and \$125,000 shall be payable on July 1 of each year. The Panel shall retain jurisdiction to ensure that the allocation for the Member Legal Services Fund is expended in accordance with the intent of the Panel and in conformity with law.

9. **Holidays**

Effective January 1, 2004, Flag Day shall be eliminated as a paid holiday.

10. **Travel Time**

Effective January 1, 2004, pay for travel time for Police Officers shall be eliminated.

11. **Termination Pay and Other Payments Upon Retirement**

Effective January 1, 2005, the denominator utilized to calculate termination pay (and other payments upon retirement) shall be 1985 hours, except that accrued personal, vacation and sick leave earned but unused in 2004 shall be paid out based upon the divisor of 1856 if the Police Officer retires on or before December 31, 2004.

12. **Civilianization**

The Department shall have the right to civilianize

50 positions filled by Police Officers in 2004 and an additional 50 positions in 2005. The parties shall meet and confer as to which posts are to be civilianized. The Panel shall retain jurisdiction in the event they cannot agree on the implementation of this provision.

13. Minimum Manning

Effective January 1, 2004, the Department may reduce minimum manning by 417 sector car assignments per year in each of the eight (8) precincts and highway unit. 104 of these assignments may be from the day shift (up to one per day) and 313 may be from the night shift (up to two per night).

Police Officers may be assigned outside of their regular assignment (but within their precinct or command) up to a maximum of three (3) hours per shift only for fun run or parade duty. No more than four (4) cars per command shall be engaged in this duty at any one time during any one tour. In the event of a police emergency and/or police necessity as defined in Section 9.8-10 of the

collective bargaining agreement, the minimum staffing levels referred to above will not be a bar to the redeployment of police personnel; however, this shall not apply to planned events, such as at the Nassau Coliseum, Belmont Racetrack and the Greek Fest.

Minimum manning levels shall be incorporated into the Agreement as follows:

**Manning on all Tours Chart Orange
For Outside Personnel Only**

Tours	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th
0700-1900	21	22	24	23	20	23	20	17
1900-0500	22	23	26 or 25*	24	22	24	21	18
0500-0700	16	14	16	14	16	14	14	13

*Subject to verification prior to January 1, 2004

The Panel shall issue an additional finding prior to January 1, 2004 to address the issue of an appropriate remedy should violations of this provision be established. We shall also receive additional evidence as to the proper Highway unit complement.

14. New Hire Wages and Benefits

Police Officers hired after September 15, 2003 shall receive ten (10) holidays for their first two

(2) years of service.

Police Officers hired after September 15, 2003

shall be compensated as follows:

Academy Step	Annual rate of \$23,000 for six (6) months
Step One	Annual rate of \$30,000 for six (6) months
Step Two	Annual rate of \$35,000 for six (6) months
Step Three	Annual rate of \$43,244 for six (6) months
Step Four	Annual rate of \$52,224 for one (1) year
Step Five	Annual rate of \$56,474 for one (1) year
Step Six	Annual rate of \$60,725 for one (1) year
Step Seven	Annual rate of \$65,643 for one (1) year
Step Eight	Annual rate of \$68,662 for one (1) year
Step Nine	Annual rate of \$70,563 for one (1) year
Step Ten	Annual rate of \$73,859 for one (1) year

Academy Step through Step Three (3) shall not be subject to the base wage increases awarded in (2) above.

Effective December 31, 2006 the starting salary for new hires shall be \$34,000, which shall replace Step Three (3) above. This step shall be deemed new Step One (1) and shall have a one year duration. Any Police Officer in the old Academy Step through Step Three (3) on December 31, 2006 shall be placed on old Step Three (3) and shall remain there for a maximum of six (6) months or for the period the Officer would have been on old Step Three (3) had Steps Academy through Step Three (3) not been eliminated. Old Steps Four (4) through Ten (10) shall be renumbered Steps Two (2) through Eight (8), consecutively.

15. Health Insurance

The County's proposals are rejected.

16. Clothing, Maintenance and Equipment Allowance

The PBA's proposals are rejected.

17. Arbitrators' Stipend

Arbitrators shall receive a \$1300 per diem for resolving disputes under this Agreement.

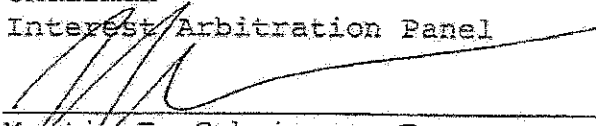
18. The Panel shall issue an additional Opinion and Award on the remaining open items as indicated in this Opinion.

DATED: 9/14/03

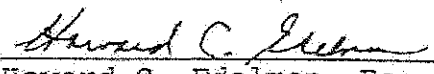

John M. Donoghue, Esq.,
Chairman
Interest Arbitration Panel

DATED:

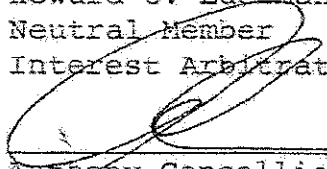
September 14, 2003


Martin F. Scheinman, Esq.,
Neutral Member
Interest Arbitration Panel

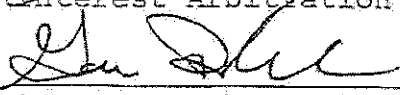
DATED: Sept. 14, 2003


Howard C. Edelman, Esq.,
Neutral Member
Interest Arbitration Panel

DATED: 9/14/03


Anthony Cancellieri, County Member
Interest Arbitration Panel

DATED: Sept. 14, 2003


Gary DeLaRaba, PBA Member
Interest Arbitration Panel

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

On this 14th day of September 2003, before me personally came and appeared JOHN M. DONOGHUE, ESQ., Chairman, 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.

Eleanor E. Glanstein

NOTARY PUBLIC

ELEANOR E. GLANSTEIN
Notary Public, State of New York
No. 4632660
Qualified in Nassau County
Commission Expires March 30, 2007

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

On this 14th day of September 2003, before me personally came and appeared MARTIN F. SCHEINMAN, ESQ., Neutral Member, 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.

Eleanor E. Glanstein

NOTARY PUBLIC

ELEANOR E. GLANSTEIN
Notary Public, State of New York
No. 4632660
Qualified in Nassau County
Commission Expires March 30, 2007

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

On this 14th day of September 2003, before me personally came and appeared HOWARD C. EDELMAN, ESQ., Neutral Member, 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.

Eleanor E. Glanstein

NOTARY PUBLIC

ELEANOR E. GLANSTEIN
Notary Public, State of New York
No. 4632660
Qualified in Nassau County
Commission Expires March 30, 2007

No. 4632660
Qualified in Nassau County
Commission Expires March 30, 2007

-----X
In the Matter of the Interest Arbitration
X
between
X
COUNTY OF NASSAU
X Re: Alternate Salary
"County" Compensation for
X Board of Governors
-and-
X
THE POLICE BENEVOLENT ASSOCIATION OF
X
THE POLICE DEPARTMENT OF
X
THE COUNTY OF NASSAU, INC.
X
"Association"
-----X

APPEARANCES

For the County

Seth Weiss, Esq., Deputy Director of Labor Relations
David S. Greene, Director of Labor Relations

For the Association

SOLOMON RICHMAN GREENBERG P.C.
Harry Greenberg, Esq.

BEFORE: Martin F. Scheinman, Esq., Interest Arbitrator

BACKGROUND

This dispute arises under my retained jurisdiction as sole Arbitrator under Section 209 of the New York Civil Service Law ("Taylor Law") to hear and decide a dispute between the parties concerning the final implementation of a supplemental Award dated July 27, 2000, which determined the appropriate alternate salary rates to be paid, effective January 1, 1996, to the Association's Board of Governors.¹

Under Paragraph 2 of my July 27, 2000, Award, I awarded alternate salary rates for members of the Executive Board. These rates were to be adjusted annually in the same manner as other alternate salary rates, however no Executive Board member was eligible for those alternative salary rates until he or she completed four (4) years as a member of the Board of Governors.

In making the foregoing Award of alternate salary rates for Executive Board members, I stressed the figures were "final, and

¹The July 27, 2000, Award was issued pursuant to my retained jurisdiction under Section 12 of my August 29, 1997, Award, which states:

12. ASSOCIATION RELEASE TIME AND THE BOARD OF GOVERNORS
... 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.

My August 29, 1997, Award was confirmed by the New York State Supreme Court and ratified by the Nassau County Legislature.

shall be paid forthwith." Nevertheless, I left open subsequent adjustments to the schedule following a more complete development of the record concerning the value of "continuity", how to assess salary opportunities lost due to the Department's Policy precluding Executive Board members from performing off-duty work and Executive Board members' inability to work overtime.² I reserved final implementation of the Executive Board alternate salary rates pending my consideration of these additional factors.

With respect to "continuity," I noted I had not yet determined how best to measure the impact on Executive Board members' lost advancement opportunities by their decisions to serve on the Board of Governors for long periods of time and to what extent such continuity provides a substantial benefit to the County and its citizens. My Award observed an individual who forewent a promotion opportunity to Detective in order to remain in a Board of Governors' position possibly, at least under the Association's analysis, gave up salary in 1996 of six thousand eight hundred seventy-one dollars (\$6,871.00), the difference between the top pay for a Police Officer and a Detective. So, too, for the same time period, the top pay Police Officer was paid fourteen thousand three hundred twenty dollars (\$14,320.00) less than a Sergeant.

²My July 27, 2000, Award noted the then-recent amendments more liberally permitting Police Officers to work off-duty had not been applied to Executive Board members, for whom the prohibition on off-duty employment has remained in effect.

I further reserved final implementation of the Executive Board alternate salary rates pending my receipt from the parties of information concerning overtime lost and the impact of these individuals not being able to work in off-duty employment. In particular, I directed the parties "to submit all available information on off-duty employment worked by police officers." I also requested the parties to submit for my review "empirical evidence . . . of how the deletion of the restriction on officers engaging in off-duty security work has impacted upon officer's earnings from off-duty employment."

Thereafter, the parties sought to resolve these outstanding issues on their own. However, when those efforts were unsuccessful, the Association, by letter dated December 1, 2003, requested "the issues not yet determined in your [July 27, 2000] Award be finalized." I met with the parties in early 2004 trying to resolve this issue. It did not result in any agreement. Therefore, on June 29, 2004, I convened a hearing at which the parties were afforded full opportunity to present evidence and argument concerning this issue. They did so. Following the June 29, 2004, hearing, briefs were submitted by the parties. Upon my receipt of same, the record was declared closed.

DISCUSSION AND FINDINGS

The Issues

The basic issues to be determined are:

1. Should the final implementation of the alternate salary schedule applicable to members of the Association's Executive Board, as set forth in the supplemental Award of July 27, 2000, be adjusted based on additional record evidence concerning the value of "continuity," or concerning salary opportunities lost due to the policy precluding Executive Board members from performing off-duty work and due to these individuals losing overtime opportunities?
2. If so, what shall be the final implementation of the Executive Board alternate salary rates?

Positions of the Parties

The parties essentially make the same arguments now they made in connection with the July 27, 2000, Award. The Association emphasizes the stipend previously awarded to the Executive Board, rather than for the Board of Trustees as proposed by the Association, is inadequate so as to reimburse the Executive Board members for the overtime opportunities they have lost. The Association notes the amount of overtime the Executive Board loses out on often approaches thirty thousand dollars (\$30,000.00) to forty thousand dollars (\$40,000.00) per year. It insists this factor must be considered in establishing the final stipend.

The Association stresses its Executive Board members are very senior, highly experienced Police Officers whose earning potential

in the private sector is substantial. It argues its Executive Board members forego attractive outside employment opportunities in order to remain in service on the Executive Board. The Association insists the decisions by its most experienced officers to serve the membership, to the benefit of Departmental efficiency, must be acknowledged by adjusting the alternate salary rate an appropriate amount to account for the lost overtime opportunity and their inability to work off-duty.

The Association asks me to credit the testimony of its Second Vice President, Al Unterweiser, and its Treasurer, Edmund Farrell, and to extrapolate from their testimonies the income losses of other, similarly situated, Executive Board members, who are precluded by the Department's Rules from maintaining outside employment. Unterweiser, who has been a Police Officer since April 1970, testified he worked outside jobs on a regular basis prior to his becoming the Association's Second Vice President in 1988. In the early 1980's, he worked as a repairman for a fuel oil company, earning approximately seven hundred fifty dollars (\$750.00) per week during the heating season. Unterweiser stated he earned approximately twenty thousand dollars (\$20,000.00) in 1983. He further testified he subsequently worked as a licensed plumber, and earned approximately thirty five thousand dollars (\$35,000.00) to forty thousand dollars (\$40,000.00) annually before he became Second Vice President in 1988 and was required to give up his

business.

Farrell, likewise, has been a Police Officer since 1970. He, too, joined the Association's Executive Board in 1988, when he was elected its Treasurer. Farrell testified from 1969, when he entered the Academy, until 1972, he earned approximately ten thousand five hundred dollars (\$10,500.00) annually as a roofer. Thereafter, from 1973 to 1976, he was the one-half ($\frac{1}{2}$) owner of a hot dog truck, and earned approximately forty thousand dollars (\$40,000.00) annually from working two (2) days per week. From 1976 to 1986, Farrell stated he earned approximately fifty thousand dollars (\$50,000.00) per year as the half owner of a construction company, and, following that, from 1986 until he assumed his position on the Executive Board in 1988, earned approximately thirty thousand dollars (\$30,000.00) as the one-third ($\frac{1}{3}$) owner of a used car sales company.

The Association also, in accordance with the procedure established on June 29, 2004, submitted affidavits. Police Officer Craig A. Braun who worked security from November 2001 through November 2002 earned twenty thousand dollars (\$20,000.00). Thereafter, Braun, a Licensed Funeral Director, has earned twenty-four thousand dollars (\$24,000.00) per year.

Police Officer Louis Sposato works security at Jones Beach Theater. Sposato earns eight thousand dollars (\$8,000.00) to ten thousand dollars (\$10,000.00) during this summer employment.

According to the Association these amounts annualized, and adjusted for inflation since the dates of employment, reflect off-duty earnings of well in excess of fifty thousand dollars (\$50,000.00).

Based on this evidence, the Association contends weekly at least fifteen (15) hours pay at substantial rates of pay is lost as off-duty work opportunity by each member of its Executive Board due to their inability to work in outside employment. According to the Association, given this impact, and in light of the fact other departments such as Suffolk County provide stipends or hours per week to offset this loss, it should also be awarded here.

With respect to "continuity", the Association contends its Executive Board Members forego, at a minimum, the current top pay for Sergeants and/or the Detectives. The most senior individuals lose out on promotions to Sergeant, with a resultant sacrifice of thousands of dollars in salary. The Association recognizes the decisions of Executive Board members to remain on the Board of Governors rather than to pursue promotional opportunities is discretionary, as the County argues, but it stresses the County benefits when a senior, experienced Police Officer passes on promotional opportunities in order to continue in his or her representational capacity. A higher alternate salary rate for Executive Board members will encourage such stability, according to the Association.

In short, the Association contends its position has merit. It maintains record evidence supports a finding there should be an additional upward adjustment in the alternate salary rate for members of the Executive Board. It argues the final implementation of the alternate salary rate for Executive Board members be adjusted a minimum of fifteen (15) hours per week. It asks this stipend be retroactive to January 1, 1996, in accordance with my prior Award.

The County, on the other hand, insists there is no justification for an additional increase in the Executive Board members' alternate salary rate. The County contends each Association Officer received substantial compensation under the alternate salary rate Award of July 27, 2000. It argues there is no justification for the substantial increase sought by the Association of fifteen (15) hours per week, retroactive to January 1, 1996. According to the County, it should not be required to compensate further Association Officers who voluntarily remain on the Board of Governors rather than pursue an individual career path through promotion to higher paying positions. It also claims the instant dispute is untimely given the Association's delay in seeking a hearing.

With respect to off-duty employment, the County reiterates its previous argument there has been no change in circumstances for Executive Board members which might warrant a salary adjustment.

The County points out salary rates historically have been determined with the understanding outside employment by the Association's Officers is prohibited. While it changed for others, that preclusion did not change for Executive Board members. According to the County, there is no reason, therefore, to supplement Executive Board members' pay.

The County, moreover, insists the salary adjustment figures proposed by the Association are steeped in too much speculation to justify an increase in pay over what previously was granted in my July 27, 2000, Award. Indeed, according to the County, there is no way to determine how many hours an individual might devote to outside employment, if permitted to do so, or if a person would engage in off-duty work at all. Thus, the County argues, there is no record basis for the extraordinary level of additional salary proposed by the Association.

In short, the County claims the Association's request for an adjustment of the salary schedule set forth in the July 27, 2000, Award is without merit. The County asks the Association's demand for additional salary adjustment be denied.

Opinion

As I noted in my Award of July 27, 2000, this is a narrow dispute. My Award of August 29, 1997, concerning the period January 1, 1996 through December 31, 2000, contemplated alternative salary

rates for appropriate Association Officers. The County acknowledged in 2000, the Board of Governors were to receive alternate salary pay. This was a stipulated precondition of the parties' agreement to resort to interest arbitration in 1997. It was also agreed the reasons for such pay was the loss of overtime opportunities, and the desire for continuity in the PBA to enhance the parties' working relationship. When permitted, off-duty employment was expanded for Police Officers, this, too, was acknowledged as relevant to alternate salary pay. Further, it is undisputed other jurisdictions, like Suffolk County, provide such payments.

In my July 27, 2000, Award I ruled in favor of the County regarding the individuals eligible for a new alternative salary rate. Specifically, I rejected the Association's demand the new schedule apply to the Board of Trustees of the Union. Instead, I agreed with the County those eligible for the new alternate salary were limited to the following positions:

President

First Vice President

Second Vice President

Treasurer

Corresponding Secretary

Recording Secretary

Sergeant-at-Arms

I left open what additional alternate salary these seven (7) individuals are eligible to receive due to losses they incur because they are precluded from working off-duty as well as arguments how their "continuity" in holding these positions constitute advantages to the parties. This is in response to the assertion their "continuity" provides stability advantaging the County, the Association and the public. Also, left for further findings was whether the created alternate salary rate fairly compensates Executive Board members for loss of overtime opportunities available to other Officers.

The issue of not being eligible for off-duty work is particularly on point as my Award of July 27, 2000, had greatly expanded the type of off-duty work Officers were permitted to engage in. Of significant note, this was the first time Officers - subject to certain reasonable limitations established by the Department - could engage in security work off-duty.

Other pressing issues between the parties, including their recent interest arbitration proceeding, as well as my desire for up to date information on Officers working off-duty, all occasioned this proceeding being held in abeyance. While I understand the Association's assertion this delay should not penalize the Executive Board members who understood any adjustment would date back to the effective date of my prior Award, January 1, 1996, I simply conclude such a period of back pay would be inequitable to

the County. Also, given the Arbitration Panel's decision of September 23, 2003, which awarded no increases in pay until January 1, 2002, I find the equities require awarding the adjustment awarded, herein, be effective that same date. I also reiterate my prior ruling all Executive Board members are ineligible for this additional compensation, or the previously awarded alternate salary rate, until a Trustee serves at least four (4) years. These stipends are not intended as an incentive to seek Association office.

As to the merits, the testimonies of Unterweiser and Farrell establish the potential off-duty income forfeited by members of the Executive Board. Their undisputed testimony coupled with the empirical evidence proffered by the Association establish that other Officers are substantially supplementing their regular pay through outside employment.

Further, the amount of overtime opportunities lost by Executive Board members has turned out to be significantly greater than was occurring or was anticipated when I issued my July 27, 2000, Award. Now, many Officers, especially Senior Officers like the members of the Executive Board, are earning overtime well in excess of twenty-five thousand dollars (\$25,000.00) per year. This factor must be considered, too, in determining the additional monies appropriately paid to Executive Board members.

The County noted not all Officers work off-duty and, as to overtime opportunities, those Officers earning significant amounts of additional pay are putting in substantial additional hours on behalf of the County. While I agree with the County's basic premise - additional pay for additional work - the record evidence demonstrates Executive Board members spend substantial time outside their annual scheduled hours involved in labor-management functions advantaging not only PBA members, but also so as to facilitate a more smoothly running Police Department. I agree with the Association this important function directly and substantially advantages the citizens of Nassau County. Obviously, the more elevated the position the Executive Board member holds the greater the demand on his or her outside time and the more value his or her effort provides to the Police Department.

Finally, as to continuity, I note the Executive Board members hold their positions for many years. To do so, they must forego other promotional opportunities. While these individuals do so of their own accord, their stability and institutional memory substantially advantage the Department. To underscore this point one need only view the difficult times in most labor-management relations where there is a continuing change in each side's leadership. Also, given these individuals' educational background, experience both as Police Officers and as Association Officials, they are clearly attractive candidates for private industry. The

positions they hold are analogous to CEO, CFO and CCO of other large organizations. Obviously, the highest compensation in such organization goes to those individuals holding the highest offices. A similar standard is appropriate in determining the proper alternative salaries the parties' contemplated as far back as 1996.

While I realize the prior Award was established in terms of a flat amount for each Executive Board member, then increased by subsequent base rate increases agreed to or awarded to Officers, I conclude, as is the case in other jurisdictions, the better way is to compensate these individuals additional hours of pay each week. By tying this to base wages, this retains the relationship with members of the bargaining unit. It is expected Executive Board members will continue to provide the additional hours they now perform to the benefit of the Department, the Association and the public. It is my express intent that these compensated hours incorporate any additional hours that may become necessary as the parties further their efforts in labor-management consultation. Such efforts are a major justification for this supplemental Award.

Effective January 1, 2002, the members of the Executive Board shall receive the following additional hours, per week, at the then applicable base wage rate:

President	11 hours
First Vice President	7 hours
Second Vice President	7 hours

Treasurers	7 hours
Corresponding Secretary	5 hours
Recording Secretary	5 hours
Sergeant-at-Arms	5 hours

These amounts will be included in calculating their hourly rate of pay.

I have formulated the hours to be paid based upon the empirical and anecdotal evidence presented regarding the additional hours these titles work as essential elements of their Association duties.

Finally, the ruling shall supplement but not replace my determination of July 27, 2000.

AWARD

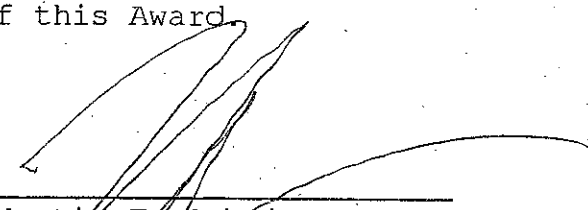
1. Effective January 1, 2002, the members of the Executive Board shall receive the following additional hours, per week, at the then applicable base wage rate:

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Second Vice President	7 hours
Treasurers	7 hours
Corresponding Secretary	5 hours
Recording Secretary	5 hours
Sergeant-at-Arms	5 hours

These amounts will be included in calculating their hourly rate of pay.

2. I shall retain jurisdiction for the sole purpose of determining any disputes regarding the calculation and implementation of No. 1 of this Award.

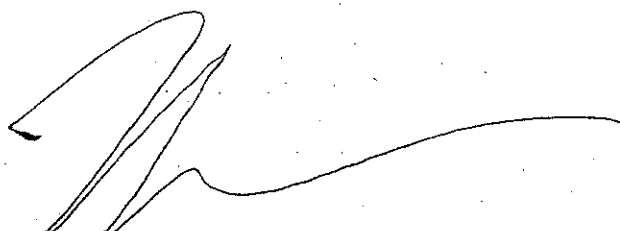
December 3, 2004.



Martin F. Scheinman, Esq.
Interest Arbitrator

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

December 3, 2004.



Martin F. Scheinman, Esq.
Interest Arbitrator

ATLTERNATE SALARY RATES

	START	1/1/1996	4/1/1997	4/1/1998	1/1/1999	7/1/1999	1/1/2000	2001	1/1/2002	1/1/2003	1/1/2004	7/1/2005	7/1/2006
trustee 1							\$3,724	\$3,724	\$3,869	\$4,020	\$4,177	\$4,340	\$4,509
trustee 2							\$5,882	\$5,882	\$6,111	\$6,350	\$6,597	\$6,855	\$7,122
sgt at arms	\$6,000	\$6,315	\$6,504	\$6,742	\$6,927	\$7,118	\$7,445	\$7,445	\$7,736	\$8,037	\$8,351	\$8,676	\$9,015
rec secy	\$6,000	\$6,315	\$6,504	\$6,742	\$6,927	\$7,118	\$7,445	\$7,445	\$7,736	\$8,037	\$8,351	\$8,676	\$9,015
corr secy	\$6,000	\$6,315	\$6,504	\$6,742	\$6,927	\$7,118	\$7,445	\$7,445	\$7,736	\$8,037	\$8,351	\$8,676	\$9,015
treas	\$7,500	\$7,894	\$8,131	\$8,427	\$8,659	\$8,897	\$9,306	\$9,306	\$9,669	\$10,047	\$10,438	\$10,845	\$11,268
2nd vp	\$7,500	\$7,894	\$8,131	\$8,427	\$8,659	\$8,897	\$9,306	\$9,306	\$9,669	\$10,047	\$10,438	\$10,845	\$11,268
1st vp	\$8,500	\$8,946	\$9,215	\$9,551	\$9,814	\$10,083	\$10,547	\$10,547	\$10,959	\$11,386	\$11,830	\$12,292	\$12,771
pres	\$11,000	\$11,578	\$11,925	\$12,360	\$12,700	\$13,049	\$13,649	\$13,649	\$14,182	\$14,735	\$15,310	\$15,907	\$16,527

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In the Matter of the Interest
Arbitration

- Between -

COUNTY OF NASSAU

"County"

- and -

POLICE BENEVOLENT ASSOCIATION,
POLICE DEPARTMENT, COUNTY OF
NASSAU, NEW YORK, INC.

"PBA"

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APPEARANCES

For the County

PROSKAUER ROSE, L.L.P.

Neil Abramson, Esq., Attorney

Michael Lebowich, Esq., Attorney

For the PBA

SOLOMON RICHMAN GREENBERG, P.C.

Harry Greenberg, Esq., Attorney

Seth Greenberg, Esq., Attorney

BEFORE: JOHN M. DONOGHUE, ESQ., CHAIRMAN OF THE PANEL
MARTIN F. SCHEINMAN, ESQ., NEUTRAL MEMBER OF THE PANEL
HOWARD C. EDELMAN, ESQ., NEUTRAL MEMBER OF THE PANEL
ANTHONY CANCELLIERI, COUNTY MEMBER OF THE PANEL
GARY DELARABA, PBA MEMBER OF THE PANEL

On September 14, 2003, the undersigned Panel issued an Interest Arbitration Award setting forth certain terms and conditions of employment of Police Officers for the period January 1, 2001 through December 31, 2006. Pursuant to Paragraph 13 of that Award the Panel retained jurisdiction to hear and decide the issue of the appropriate remedy to be imposed should violations be demonstrated of the minimum manning provisions of the Award as well as the parties' interim agreement.¹

A hearing on this issue was held before us on November 13, 2003. After reviewing the record adduced at the hearing on this issue the Panel renders the following:

AWARD

Effective January 1, 2004, the following shall apply:

1. The County shall pay time and one-half for the length of the tour, e.g., 10 or 12 hours, to maintain the levels set forth in Paragraph 13 of the Award in the event of a "short roll call;" i.e., if, at the beginning of roll call the complement of patrol vehicles falls below the minimum manning set forth in Section 13 of the Award issued on September 14, 2003, as amended. Payment in

¹Other issues not dealing with minimum manning are to be heard and decided.

cash shall be made to the Officer called in for the overtime assignment, in the next applicable pay period to the extent practicable or, at the Officer's option, in the November following the call in.

2. If, during a tour, the complement of patrol vehicles falls below the minimum set forth in Section 13 of the Award dated September 14, 2003, as amended, the County shall pay time and one-half for the amount of time worked (minimum of four hours) to the Officer(s) called in to maintain the levels set forth in Paragraph 13 of the Award as amended. Payment in cash shall be made to the Officer called in in the next applicable pay period, to the extent practicable or, at the Officer's option, in the November following the call in.
3. If, during a tour, the number of patrol vehicles falls below the minimum manning levels including those Officer(s) who were called in to maintain the original minimum manning levels, additional Officers shall be called in and paid overtime pursuant to (2) above to maintain the staffing levels set forth in Paragraph 13 of the Award as amended.
4. For each manning shortage, an Officer called ⁱⁿ to meet the minimum manning requirement as set forth in (1), (2) and (3) above, shall be assigned in accordance with the

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Overtime

current book process. Except as delineated in (6) below, only the Officer called in shall receive compensation.

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Officers above the minimum manning levels may be deployed within their command at the discretion of the Precinct/Highway Patrol Commander, provided that the minimum manning staffing level is maintained.

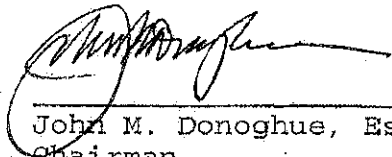
5. Notwithstanding the remedy set forth in (1), (2), (3) and (4) above, no payments shall be made if the reduction in minimum manning falls within the reductions permitted in Paragraph 13 of the September 14, 2003 Award as amended, or the exceptions contained therein for fun run or parade duty.
6. In the event the County fails to call in Officers as required by (1), (2), (3) and (4) above, the County shall pay the next Officer scheduled to be called in what he/she would have ^{been} paid pursuant to those provisions.
7. No remedy shall be provided for alleged violations of the minimum manning provisions which occurred prior to December 15, 2002. With respect to alleged violations of the minimum manning provision which occurred between December 15, 2002 and March 3, 2004, a hearing shall be held on an expedited basis before any

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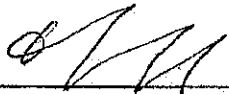
undersigned neutral Arbitrators. Claimed violations which occur after March 3, 2004 shall be referred to the grievance and arbitration procedures set forth in the Collective Bargaining Agreement between the parties. If a violation is found to have occurred the remedy shall be as set forth in (6) above.

8. Reports of the utilization of the "417" reductions in the minimum manning complement shall be compiled and furnished to the PBA trustee in each of the applicable commands on a weekly basis by the Commanding Officers therein.

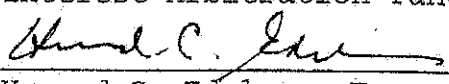
DATED: 3/12/04


John M. Donoghue, Esq.,
Chairman
Interest Arbitration Panel

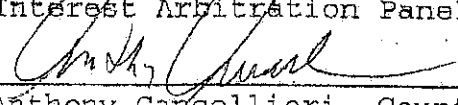
DATED: 3/8/04


Martin F. Scheinman, Esq.,
Neutral Member
Interest Arbitration Panel

DATED: 3/8/04


Howard C. Edelman, Esq.,
Neutral Member
Interest Arbitration Panel

DATED: 3/8/04


Anthony Cancellieri, County Member
Interest Arbitration Panel

DATED: 3/8/04


Gary DeLaRaba, PBA Member
Interest Arbitration Panel

STATE OF NEW YORK)
Dutchess) ss.:
COUNTY OF NASSAU)

On this 12th day of March 2004, before me personally came and appeared JOHN M. DONOGHUE, ESQ., Chairman, 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.

Fay E. Richardson
NOTARY PUBLIC

FAY E. RICHARDSON
NOTARY PUBLIC, State of New York
No. 60-4678939
Qualified in Dutchess County
Commission Expires 4/30/2006

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

On this 8th day of March 2004, before me personally came and appeared MARTIN F. SCHEINMAN, ESQ., Neutral Member, 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.

Mary Halberstadt
NOTARY PUBLIC

MARY HALBERSTADT
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01HA6101766
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES NOVEMBER 17, 2007

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

On this 8th day of March 2004, before me personally came and appeared HOWARD C. EDELMAN, ESQ., Neutral Member, 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.

Mary Halberstadt
NOTARY PUBLIC

MARY HALBERSTADT
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01HA6101766
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES NOVEMBER 17, 2007

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

On this 8th day of March 2004, before me personally came and appeared ANTHONY M. CANCELLIERI, County Member, 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.

Mary Halberstadt
NOTARY PUBLIC

MARY HALBERSTADT
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01HAB101766
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES NOVEMBER 17, 20__

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

On this 8th day of March 2004, before me personally came and appeared GARY DELARABA, PBA Member, 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.

Mary Halberstadt
NOTARY PUBLIC

MARY HALBERSTADT
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01HAB101766
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES NOVEMBER 17, 20__

-----X
In the Matter of the Interest
Arbitration

- Between -

COUNTY OF NASSAU

"County"

AMENDED AWARD

- and -

POLICE BENEVOLENT ASSOCIATION,
POLICE DEPARTMENT, COUNTY OF
NASSAU, NEW YORK, INC.

"PBA"

-----X
APPEARANCES

For the County

PROSKAUER ROSE, LLP

Neil Abramson, Esq., Attorney

Michael Lebowich, Esq., Attorney

Roy Salins, Esq., Attorney

For the PBA

SOLOMON RICHMAN GREENBERG, P.C.

Harry Greenberg, Esq., Attorney

Seth Greenberg, Esq., Attorney

BEFORE: JOHN M. DONOGHUE, ESQ., CHAIRMAN OF THE PANEL
MARTIN F. SCHEINMAN, ESQ., NEUTRAL MEMBER OF THE PANEL
HOWARD C. EDELMAN, ESQ., NEUTRAL MEMBER OF THE PANEL
ANTHONY CANCELLIERI, COUNTY MEMBER OF THE PANEL
GARY DELARABA, PBA MEMBER OF THE PANEL

On September 14, 2003 the undersigned Panel issued an Opinion and Award in the above referenced matter. In that Opinion (See page 40, paragraph 13) we indicated that additional evidence was required to determine the minimum manning complement for the highway unit, as well as the proper complement for the 3rd precinct, 1900-0500 tour. Having received that evidence, the Panel issues the following.

AMENDED AWARD

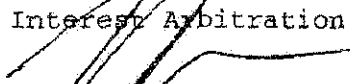
1. Paragraph 13 shall be amended substituting the number "26" for the entry "26 or 25" for the 3rd precinct, 1900-0500 tour.
2. To Paragraph 13, the following shall be added:
Highway Unit - total of 8 Officers for each tour, 6 on the Long Island Expressway and 2 on the Seaford-Oyster Bay Expressway. Effective January 1, 2004, the Department may reduce minimum manning in the Highway Unit by 167 sector car assignments, 42 of which may be from the day shift (up to one per day) and 125 may be from the night shift (up to two per night).
3. The County shall provide a weekly report of the number of patrol vehicles reductions that were used

to reduce tours pursuant to Paragraph 13 of the
Opinion and Award, as amended.

DATED: 8/9/04


John M. Donoghue, Esq.,
Chairman
Interest Arbitration Panel

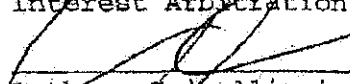
DATED: 8/9/04


Martin F. Scheinman, Esq.,
Neutral Member
Interest Arbitration Panel

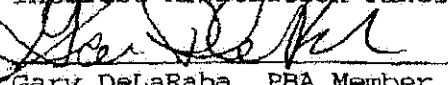
DATED: 8/9/04


Howard G. Edelman, Esq.,
Neutral Member
Interest Arbitration Panel

DATED: 8/9/04


Anthony Cancelleri, County Member
Interest Arbitration Panel

DATED: 8/11/04

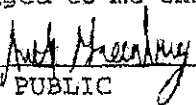

Gary DeLaRaba, PBA Member
Interest Arbitration Panel

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On this 9th day of August, 2004, before me
personally came and appeared JOHN M. DONOGHUE, ESQ.,
Chairman, 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

SETH GREENBERG
Notary Public, State of New York
No. 02040107020
Qualified in Nassau County
Commission Expires April 5, 2008

STATE OF NEW YORK)
) SS.:
 COUNTY OF NASSAU)

On this 9th day of August 2004, before me personally came and appeared MARTIN F. SCHEINMAN, ESQ., Neutral Member, 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.

Seth Greenberg
 NOTARY PUBLIC

SETH GREENBERG
 Notary Public, State of New York
 No. 02GR8107820
 Qualified in Nassau County
 Commission Expires April 5, 2008

STATE OF NEW YORK)
) SS.:
 COUNTY OF NASSAU)

On this 9th day of August 2004, before me personally came and appeared HOWARD C. EDELMAN, ESQ., Neutral Member, 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.

Seth Greenberg
 NOTARY PUBLIC

SETH GREENBERG
 Notary Public, State of New York
 No. 02GR8107820
 Qualified in Nassau County
 Commission Expires April 5, 2008

STATE OF NEW YORK)
) SS.:
 COUNTY OF NASSAU)

On this 9th day of August 2004, before me personally came and appeared ANTHONY M. CANCELLIERI, County Member, 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.

Seth Greenberg
 NOTARY PUBLIC

SETH GREENBERG
 Notary Public, State of New York
 No. 02GR8107820
 Qualified in Nassau County
 Commission Expires April 5, 2008

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On this 9th day of August 2004, before me personally came and appeared GARY DELARABA, PBA Member, 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.

Seth Greengberg
NOTARY PUBLIC

SETH GREENBERG
Notary Public, State of New York
No. 02076107620
Qualified in Nassau County
Commission Expires April 5, 2009

-----x

In the Matter of the Interest
Arbitration

- Between -

COUNTY OF NASSAU

"County"

- and -

POLICE BENEVOLENT ASSOCIATION,
POLICE DEPARTMENT, COUNTY OF
NASSAU, NEW YORK, INC.

"PBA"

SUPPLEMENTAL AWARD

-----x

APPEARANCES

For the County

PROSKAUER ROSE, LLP

Neil Abramson, Esq., Attorney
Michael Lebowich, Esq., Attorney
Roy Salins, Esq., Attorney

For the PBA

SOLOMON RICHMAN GREENBERG, P.C.

Harry Greenberg, Esq., Attorney
Seth Greenberg, Esq., Attorney

BEFORE: JOHN M. DONOGHUE, ESQ., CHAIRMAN OF THE PANEL
MARTIN F. SCHEINMAN, ESQ., NEUTRAL MEMBER OF THE PANEL
HOWARD C. EDELMAN, ESQ., NEUTRAL MEMBER OF THE PANEL
ANTHONY CANCELLIERI, COUNTY MEMBER OF THE PANEL
GARY DELARABA, PBA MEMBER OF THE PANEL

BACKGROUND

The undersigned Panel issued an Interest Arbitration Award on September 14, 2003, which set forth terms and conditions for Police Officers employed by the County. The Award and accompanying Opinion indicated that numerous issues remained unresolved and that additional Award(s) would be forthcoming. (See Nassau-PBA Award, 2000-2006, p. 18). As a result, an amended Award and an Award on the issue of Minimum Manning were issued on March 8, 2004 and August 9, 2004, respectively. Despite the issuance of these findings, additional issues remain unresolved.

Hearings on these remaining issues were held before us on November 13, 2003; March 3, 2004; March 8, 2004; and August 9, 2004. Thereafter, briefs were submitted. Upon our receipt of same, the record was closed. This Opinion and Award follows.

POSITIONS OF THE PARTIES¹

PBA

1. Time Off Requests

The PBA asks the Department be required to grant

¹To expedite this Opinion and Award, the Panel has summarized the positions of the parties.

time off requests for a minimum of ten per cent (10%) of the total number of Police Officers assigned to a given command during each shift or tour of duty. It maintains that numerous Commanding Officers in the precincts have barred Officers from taking time off if there is a short roll call or if staffing falls below minimum manning levels. Furthermore, it maintains, despite directives issued by this Panel, the Department has not ordered in Police Officers in reverse seniority. See Exhibit I, appended to the PBA's brief. Finally, on this issue, the PBA asserts that Section 9.14 of the Collective Bargaining Agreement and the parties' practice demonstrate that granting time off is left to the discretion of the Commanding Officers. However, it urges, that discretion has been usurped by the Department. To remedy this and related problems, the PBA insists that its proposal must be granted.

2. Disciplinary Arbitration

The PBA asks all proposed discipline be referred to Arbitrators for a binding determination. It alleges that recent decisions of the Department have imposed excessive penalties for, at most, minor transgressions. In its view, then, binding arbitration of disciplinary disputes is necessary to maintain industrial due process.

3. Lag Payroll

The PBA contends it should not be subject to a lag payroll. It alleges it was misled as to the County finances which induced its leadership to tentatively agree to a two (2) week lag payroll in December 1999. Moreover, the PBA maintains, it expressly informed the County this tentative agreement was subject to ratification by its membership. Police Officers did not ratify the tentative agreement, the PBA insists.

Also, the PBA asserts, the tentative agreement required the lag payroll be implemented among all other Nassau County Unions. Its implementation for members of the Sheriff's Officers Association ("SHOA"), was delayed for years. That implementation has been challenged by SHOA, it notes. Hence, it asserts, there is no basis for the Panel to permit continuation of the County's unilateral imposition of the lag payroll on its membership.

Finally, the PBA contends that despite its best efforts to negotiate alternatives to the lag payroll the County has failed to do so. Therefore, it asks the Panel to reject County efforts to continue the imposition of

the lag upon its members.²

4. No Layoff Provision

The PBA seeks a "no layoff" provision during the period covered by this Award. It insists that the Department is woefully undermanned. The PBA also suggests the County has not hired the number of Officers it said it would. It notes the prior Award of this Panel required officers to work additional shifts per year. In the PBA's view, it would be particularly unfair to permit layoffs when its membership is providing additional hours equal to the County adding over forty (40) Officers to its rank. Moreover, the PBA urges, safety concerns mandate that today's manning levels be maintained. As such, it asks that a "no layoff" provision be incorporated into our final Award.

5. Prisoner and Mentally Aided Staffing

The PBA contends it is unsafe to assign only one Officer to guard a prisoner or mentally aided individual. Hence, it asks that the Panel direct the County to assign two (2) Officers in these situations, one of whom is to be the same gender as the individual being guarded.

²The PBA raises other, legal arguments in support of its position which are not addressed here.

6. Calculation of Forty-Eight (48) Hours' Pay

The PBA notes that in the September 2003 Award, the Panel directed that Police Officers are to receive their regular rate of pay for working an additional forty-eight (48) hours. It submits that the practice of calculating hourly rates of pay is to include special assignment pay, longevity pay and AA pay to the raised wages and to divide the sum by the total annual hours. However, the PBA urges, the County did not include "extra pay" in calculating the pay for the additional forty-eight (48) hours. Therefore, it asks the Panel to clarify our Award in this regard.

7. Marine Bureau

In the PBA's view, when the Marine Bureau Officers went to twelve (12) hour tours, there existed an agreement that all time worked would receive night differential. That practice was memorialized in an Award issued by Arbitrator John Coffey in 1989, the PBA insists. Moreover, it urges, the County complied with the Coffey Award until January 2004 when it began paying night differential only for the hours set forth in our September 14, 2003 Award. Accordingly, the PBA asks the Panel to award one (1) of two (2) alternate remedies for members of the Marine Bureau for the extra hours they must

work. One is that the Officers assigned to the Marine Bureau be paid overtime for the hours worked over the contract requirement plus the shift differential for these hours in accordance with the September 14, 2003, Award.

Alternatively, it proposed the Officers of the Marine Bureau be assigned to Chart Orange and receive shift differential in accordance with the September 14, 2003, Award.

8. Jury Duty Leave

The PBA notes that increasingly Police Officers are being called for jury duty. As such, it points out, its Officers receive jury duty leave pay for any time an Officer is called to serve jury duty. It also notes the CSEA Agreement contains the proposal it seeks. Consequently, the PBA asks time spent in jury duty be included as time worked for all contractual purposes.

9. Reopener Clause

Equity demands that the PBA be permitted to reopen negotiations if other Unions receive different or better benefits than it has, it insists. In the PBA's view, it should not be penalized for going first in negotiations with the County, thereby justifying implementation of this proposal. It notes such reopeners have been included by Interest Arbitration Panels in the past.

10. Vacation Selection

The PBA asks that the current practice regarding

vacation scheduling be maintained. That is, it sees no reason to grant vacations to a percentage of the work force by tour and/or precinct.

In sum, the PBA contends that its proposals are reasonable in light of all relevant factors. Consequently, it asks the Panel to adopt them as presented.

County

1. Marine Bureau

The County asserts that Officers in the Marine Bureau should not receive shift differential for all hours worked. It points out the Panel's Award of September 14, 2003, established new standards for the payment of the differential. As such, it insists, only the hours worked in accordance with the Award should be compensable for Marine Bureau Officers.

Moreover, the County maintains, the basis for paying a differential to the Bureau regardless of their hours of work no longer exists. This is so, it stresses, because Arbitrator Scheinman's 1997 Award reduced the annual schedule for all Patrol Officers, including those in the Marine Bureau, to 1856 hours. As a result, it insists, Marine Officers no longer had to work an extra ten (10) tours which formed the basis for their receiving a night

differential for all hours. Consequently, the County maintains, the language of our Award and the prior history require payment of the night differential (now "Shift Differential") only for the actual hours worked which fall within the parameters set forth in our findings of September 14, 2003.

2. Disciplinary Measures

The County sees no reason why discipline imposed upon members of the bargaining unit should be subject to binding arbitration. It notes that Police Officers already enjoy the protection afforded by Section 75 of the Civil Service Law. To require binding arbitration of all discipline imposed, no matter how minor, (e.g., even letters of reprimand) would take supervisors away from necessary duties and require them to prepare for endless arbitrations, in the County's view. Such a process is unjustified and warrants rejection of the PBA's proposal, the County submits.

3. Lag Payroll

The County opposes any effort by the PBA to modify or eliminate the lag payroll imposed as a consequence of the December 1999 MOA. It insists that it properly implemented the lag payroll after reaching agreement over this issue with PBA leadership. Moreover, it argues, the PBA membership's failure to adopt it is irrelevant since the PBA

leadership did not affirmatively recommend ratification.

In addition, the County urges, the protest by SHOA over implementation of the lag payroll for its members does not affect its imposition upon Police Officers since nothing in the December 1999 MOA states that if the lag payroll is invalidated for any other unit, it is invalid here. Accordingly, the County asks the Panel to uphold the validity of the lag payroll as originally implemented.

4. Reopener Clause

The County insists that it should not be obligated to re-open negotiations if any other Union secures better benefits. To do so would encourage endless bargaining, in the County's view. Moreover, it notes the PBA never previously sought protection with respect to non-law enforcement bargaining units.

5. Calculation of Forty-Eight (48) Hours' Pay

The County submits that the forty-eight (48) hours' pay resulting from four (4) additional tours awarded by the Panel should be calculated free of longevity or other extra stipends. It insists that, pursuant to prior Collective Bargaining Agreements, longevity was never deemed part of base pay. Nor are other stipends awarded by this Panel part of base pay, in the County's view. Therefore, the County asks the Panel to reject this proposal of the PBA's.

6. Jury Duty

The County insists that PBA members should not receive pay for the first day of jury duty. It asserts that such a proposal would have substantial economic impact and is an economic demand beyond the scope of these proceedings. Therefore, it asks the Panel to reject this demand of the PBA's.

7. Mentally Aided Individuals and Prisoners

The County argues that requiring two (2) Police Officers to be present in these situations constitutes an undue imposition upon its capacity to efficiently manage the police force. Staffing decisions like these should be made on a case-by-case basis and should not be subject to mandatory minimums, in the County's view.

8. No Layoff Clause

As the County sees it, awarding a "no layoff" clause restricts its ability to respond to economic uncertainties. While acknowledging the need to maintain an adequate police force, the County asserts this proposal is not necessary. After all, the County asserts it will not layoff police during the term of this Award. Therefore, it asks the Panel to reject this proposal of the PBA.

9. Vacation Equalization

The County asks for the right to equalize the number

of Officers permitted to take vacation off at one (1) time between day and night tours. Currently, it insists, applying seniority factors precinct-wide means that during popular vacation periods, senior Officers who work primarily on days may utilize vacation to such an extent that the precinct is understaffed, thereby increasing overtime and/or compromising public safety. In the County's view, then, this proposal is reasonable and should be awarded.

For these reasons, the County contends that the PBA's proposals should be rejected. It also maintains that its proposal regarding vacation schedule is reasonable and should be adopted.

DISCUSSION AND FINDINGS

Several introductory comments are appropriate. The Panel does not act as an ombudsman to resolve all disputes that arise between the PBA and the County. To act in that manner is to usurp the rights and privileges of both parties. This we are neither inclined nor empowered to do.

Moreover, it is the parties themselves who understand best what their needs are. This is particularly true with respect to those issues which substantially impact the operational needs of the Department and the lives of bargaining unit members. Issues such as "time off," with

all its ramifications, can best be resolved by the parties freely exchanging data and working together to resolve their differences. A third party is of limited help in this and related situations and ought be involved only after the parties are truly unable to resolve their disputes themselves.

Nonetheless, the Panel is mindful of our statutory and contractual obligation to address the issues left open by our original and amended Awards. Accordingly, we turn to the remaining items before us.

1. Denial of Time Off Requests

As suggested above, this issue can best be addressed by the parties themselves. Thus, we shall leave the matter open pending a meeting or meetings between the parties to fully explore the extent to which requests for time off are being denied and the reasons therefor.

At this meeting(s), the parties are to be guided by two (2) principles. One, blanket denials of "time off requests" merely to prevent overtime costs are unwarranted. Time on the books belongs to the Officer and may be taken under reasonable circumstances. Reasonable amounts of overtime often are necessary in order for Officers to receive the time off they are entitled to.

On the other hand, legitimate reasons exist, why, in given situations, time off requests may not be granted. Officers cannot expect to always take off when they want so long as they have accrued time. Merely because a replacement may be located does not mean the County must give time off. In normal circumstances employers should not be expected to fund an unending amount of overtime.

Within these parameters, We are convinced the parties should be able to arrive at reasonable procedures for the granting of requests for time off. If they cannot reach agreement, We will reopen the hearing so as to be able to render a determination on those "time off" issues which remain unresolved. We will provide the parties forty-five (45) days to resolve this issue on their own.

2. Disciplinary Arbitration

The FBA asserted that arbitrary actions of those charged with imposing discipline mandate the adoption of final and binding arbitration for all disciplinary matters. The County insisted that it has assessed discipline in a reasonable manner and that to arbitrate disciplinary cases would unduly burden those who would be charged with this responsibility.

The Panel finds the PBA's arguments persuasive for the most part. The concept of binding arbitration when discipline is to be imposed is fundamental to most, though not all, Union-Employer settings. A "just cause" standard, which exists in the great majority of labor contracts, has not resulted in labor anarchy where employees are free to engage in misconduct with impunity.

We are mindful of the quasi-military structure of Police Departments. However, Arbitrators have long taken into account the nature of the work setting when reviewing discipline assessed by supervisors and managers and We are confident they will be able to do so here. Indeed, binding arbitration for discipline exists in the Suffolk PBA Agreement and We are unaware of claims it has disturbed the efficient operation of that Department.

On the other hand, We agree with the County that to require arbitration of all discipline cases could unduly burden those whose main role is to ensure the efficient operation of the Department and the safety of the public. Therefore, We shall direct that only significant discipline, i.e., proposed or implemented discipline of suspension of ten days or more days without pay, or its monetary equivalent, shall be subject to binding arbitration. Thus, the PBA's proposal is granted to this extent.

3. Lag Payroll

The parties extensively argued this issue in their briefs and the Panel has reviewed these arguments carefully. Based upon that review, the Panel finds that the concept of a lag payroll was bargained in good faith by the parties. It was a response to a real budget crisis at the time.

We also conclude that the Agreement which established the lag payroll in 1999, was intended as "one for all and all for one." That is, the operation of the lag payroll was conditioned upon all the signatory unions, PBA, DAI, SOA, SHOA and CSEA, being treated identically.

It is undisputed the County imposed the lag upon the PBA and SHOA, asserting those Unions had acquiesced in its operation by their failure to present the "Lag Agreement" to their respective bargaining units. Ultimately, each of those Unions sought judicial intervention. In turn, the County and PBA removed the case from the courts and presented it to the Panel.

We agree with the PBA the better course is for the parties to work out a mutually agreed upon solution wherein either the "Lag" is repaid in some manner or the PBA withdraws its opposition to the Lag. While we continue to hope for such a solution, unfortunately, to date, the parties have not been able to find a resolution both can

endorse.

The PBA argued given the recent determination in the lawsuit filed by SHOA, there is little likelihood the County will prevail in its imposition upon SHOA of the Lag. As such, the PBA urged now is the time for the Panel to undo the Lag and repay its Officers. The County insisted the final results of the judicial process are not yet in. It claimed it may well prevail when the case is finally determined.

While We, too, see the Court's judgment as a setback to the County's position on continuing Lag, We conclude it is premature to decide this issue. Instead, We will remand this to the parties for further discussion with the understanding the PBA may return this case to our jurisdiction if no resolution is reached within forty five (45) calendar days of this Opinion and Award. We must note with the number of retirements since the Lag and the number anticipated by December 31, 2004, the financial impact on resolving this issue is far less than it would have been in 2001, 2002 or 2003, since higher paid Officers are being replaced by lower paid ones.

One final point on this issue is warranted. The CSEA has pursued a separate grievance one component of which is an objection to the way in which the Lag was implemented,

and its resultant impact on subsequent wage increases. The PBA joined that proceeding before Arbitrator Scheinman. The Panel determines the results of that proceeding, be it by Award or settlement, shall also apply to the PBA.

4. No Layoff Provision

Authorization exists, under the County's own plan, to add more Police Officers during the life of this Award. It is for this reason, the County's ongoing commitment to hire Officers, We reduced the starting salary in our prior Award.

The PBA argued that prior Award required Police Officers to work forty-eight (48) additional hours per year. A police force of approximately one thousand six hundred (1,600) Officers will now work a total of almost seventy seven thousand (77,000) more hours per year, which is the equivalent of some forty(40) Police Officers. It would be incongruous and inequitable to permit the County to layoff Police Officers and, at the same time, increase the hours of work of those remaining on the force argued the PBA.

While We certainly understand the PBA's concern for layoffs in general, and especially in light of this additional work load of its members, We must conclude a no layoff clause is not needed, at this time. This conclusion is based entirely on the representations made to the PBA and to this Arbitration Panel that the Police will not face

layoffs during the term of our Award.

However, should the County propose or implement layoffs of any members of the bargaining unit through December 31, 2006, the PBA may request the Panel be reconvened to address this issue. If asked to do so, the Panel, shall accept jurisdiction.

5. Prisoner and Mentally Aided Staffing

The evidence is overwhelming that there are real safety concerns when a single officer is responsible for guarding a prisoner or mentally aided individual. We are particularly sensitive to the PBA's concern about an Officer being alone with a prisoner or mentally aided individual of the opposite sex when the prisoner or mentally aided reasonably would need privacy or need to be observed or searched only by a member of the same sex. For this reason, We conclude the PBA's proposal makes good sense. It is awarded.

6. Calculation of Additional Forty-Eight (48) Hours' of Pay

The County's position regarding this issue is correct, the Panel is convinced. Base pay and hourly pay are different concepts. Base pay is the annual base wage, exclusive of longevity, special assignment pay, etc., divided by the appropriate number of hours. The hourly pay,

upon which overtime, retirement payout, etc., are computed, includes these extra stipends. Thus, We find, the County correctly computed the base wages of Police Officers by adding 2.58 per cent (i.e., the value of 48 additional hours of work) to base wages. To subject longevity pay, for example, to the 2.58 per cent figure is to increase longevity pay by this amount. While the Panel substantially increased longevity pay based on other factors, We did not add 2.58 per cent to the resulting stipend. Consequently, the PBA's demand regarding the calculation of the forty-eight (48) hours' pay is rejected.

One related comment on this issue is necessary. During the course of this proceeding an issue arose concerning the applicability of the forty-eight (48) hours to new hires. The Panel wishes to clarify that the forty-eight (48) hours is in addition to hours normally assigned to Police Officers. For those currently on the force that amount is 1856. New hires work ninety (90) hours more than that, or 1946 hours, and the forty-eight (48) hours is to be added to their higher work load.

Also, with respect to new hires, the record reveals the existence of a practice which permits new hires either to work the additional ninety (90) hours or to utilize some or all of their vacation time to satisfy this requirement.

The Panel sees no reason to change this practice.

7. Jury Duty

The PBA proposed Officers receive jury duty pay for all time they are called to jury duty. It asked all time spent in jury service be included as time worked for purposes of all of the provisions of the parties' Agreement and Interest Arbitration Awards.

The County claimed paying Officers for their first day of jury duty is excessive. Rather, it asked continuation of the present practice in the Police Department.

We find both parties have made persuasive arguments in their presentations. For this reason, We conclude the jury duty leave benefit should be limited to the benefit established between the County and the CSEA. Under that provision, jury duty and court time on County business shall be paid on the basis of a regular shift of work. In addition, the County shall, at the request of the employee, alter the employee's work schedule on a day of scheduled work so it coincides with the jury duty obligation. Finally, the Department is not obligated to grant authorized absence for jury duty unless official notification is presented by the employee at least two (2) weeks prior to the requirement to report for jury duty.

We find the County-CSEA language strikes the proper

balance between the interests of these parties. Therefore, We award the identical provision here.

8. Reopener Clause

The Panel recognizes the desire for resolution of labor disputes once and for all. However, We are equally persuaded no union would risk going first in negotiations or to interest arbitration if it believes it risks being "one-upped" by a union settling later doing better than it has. This is a fundamental principle well known in labor relations.

Yet, We see no reason to Award a reopener applying to contracts or Awards issued prior to our finding. The PBA was aware of these during its presentation of evidence, in the briefs it filed and during the Panel's deliberation. Agreements reached or Awards already issued are beyond the reach of a reopener clause.

For these reasons, in accordance with practice and the prior Awards between these parties, We shall permit the PBA to re-open negotiations based on Awards issued after a determination by an Interest Arbitration Panel, but only with respect to law enforcement units.

9. Marine Bureau

The PBA has complained beginning January 1, 2004, Officers assigned to the Marine Bureau stopped being paid

100% shift differential. These Officers began to receive a reduced amount of shift differential in accordance with a literal reading of the September 14, 2003, Award. The PBA argued the payment of 100% shift differential was a tradeoff agreed upon, in 1979, with the County in exchange for performing ten (10) 12-hour tours per year scheduled on Wednesdays. This agreement was the subject of the Coffey Award, dated August, 1990. That Award recommended retroactive and prospective payment of 100% night shift differential and continuation of these working conditions in exchange for a release from the PBA and the individuals involved and the explicit modification of the parties' Agreement eliminating and releasing any demand for overtime. The PBA and the County accepted the Coffey Award and operated under its terms.

Our September 14, 2003, Award modified the rate and hours of shift differential. It was the Panel's clear intent all PBA members be paid in accordance with the terms of the modified shift differential provisions. This includes PBA members assigned to the Marine Bureau.

With respect to the additional hours, the PBA Officers assigned to the Marine Bureau perform more hours of work than required by contract. It is undisputed these Officers perform the following hours:

Annual Hours Scheduled in Marine Chart 1872 Hours

Annual Hours Required by Contract	1856 Hours
Annual Hours above Hours Required by Contract	16 Hours
10 Additional 12-Hour Tours (Wednesdays) Per Year	120 Hours
<u>Total Hours above Contract Requirement</u>	<u>136 Hours</u>

It should be noted these Police Officers are also required to perform "Quarter Days" which required forty-eight (48) hours of work above the one thousand eight hundred fifty six (1856) hours per year.

The PBA argued this Panel should award one (1) of two (2) alternate remedies for members of the Marine Bureau for the extra hours they must work. One is that the Officers assigned to the Marine Bureau be paid overtime for the hours worked over the contract requirement plus the shift differential for these hours in accordance with the September 14, 2003, Award. Alternatively, it proposed the Officers of the Marine Bureau be assigned to Chart Orange and receive shift differential in accordance with the September 14, 2003, Award.

The County argued no additional pay should be received for any scheduled hours above one thousand eight hundred fifty six (1856) hours per year. The County also claimed that this Marine Bureau duty schedule should remain in effect, unchanged, as it is operationally effective.

The Panel agrees with the County as it relates to

retaining the Marine Bureau's duty schedule. To support this conclusion, the Panel has considered that the Marine Bureau Chart has been in effect for decades without the need for changes. Thus, the Panel will not modify the Marine Bureau Chart.

However, when considering the Coffey Award, the fact the County accepted and implemented the terms of the Coffey Award for years, and considering the clear fact these officers are scheduled to perform a substantial number of hours in excess of the contract requirement of one thousand eight hundred fifty six (1856) hours per year, the Panel directs that each Officer be paid overtime for eighty-eight (88) hours per year. This number is derived by subtracting the required forty-eight (48) hour "Quarter Days" from the one hundred thirty six (136) extra hours per year the Marine Bureau members are scheduled to perform over the contractual requirement. The Quarter Days are now incorporated as part of the one hundred thirty six (136) extra hours.

This overtime should be paid in accordance with the current overtime procedures on a bi-weekly basis in the mini-checks. In the event an Officer is assigned to work the Marine Bureau Chart for less than a year, the eighty-eight (88) hours of overtime shall be prorated. These provisions will take effect January 1, 2004.

Finally, if an Officer has received time back for

working some or all of the ten (10) 12-hour tours per year then the amount of time received by the Officer shall remain unchanged and no overtime compensation is to be paid for those hours.

10. Vacation Selection

The County raised a concern over the current arrangement whereby up to nine percent (9%) of the Officers assigned to chart Orange in a given precinct may be permitted off at any one time. It noted on popular vacation days, the day tour may be understaffed since the more senior Officers generally select days rather than nights.

The PBA claimed the current system is working well. It urged that seniority in vacation selection is a long held right for Officers that ought not be changed.

We recognized these important arguments presented by the parties. We believe there can be found a workable solution to preserve the basic principle that seniority is tantamount in vacation selection while incorporating some protection to the County when the current system results in severe understaffing on a given shift. For example, maybe only the least senior Officer on that shift might have his or her preference modified.

In any event, We shall remand this issue to the

parties for a period of forty-five (45) calendar days. If unresolved, the County may request this issue be returned to the jurisdiction of the Panel. If requested, as may be the case by the PBA regarding personal time and the lag payroll issue, We will reconvene these proceedings.

SUMMARY

One final comment is warranted. Some issues have been left unresolved for reasons set forth above. We strongly encourage the parties to come to agreement on these matters rather than returning them to us. The parties, not the Panel, best understand their mutual needs and obligations. Moreover, time spent in litigating these issues can be better utilized in serving the public, the Panel is convinced. If the parties fail to find a workable solution to these open issues within forty-five (45) calendar days - personal time, lag payroll and vacation selection - We will assert jurisdiction, if requested.

Nonetheless, our findings on the issues decided represent our best judgment as to how these matters are to be resolved. Accordingly, they are to be implemented as indicated above. It is so ordered.

AWARD

1. Time Off Requests

This issue is remanded to the parties for their consideration. The Panel shall retain jurisdiction in the event they are unable to resolve it, in accordance with our Opinion above.

2. Disciplinary Arbitration

Proposed or implemented discipline of suspension of ten or more days without pay, or its monetary equivalent shall be subject to binding Arbitration. The parties shall agree upon a specific procedure to effectuate this provision.

3. Lag Payroll

This issue is remanded to the parties for their consideration. The Panel shall retain jurisdiction in the event they are unable to resolve it, in accordance with our Opinion above.

4. No Layoff Provision

This proposal is denied as it is not necessary given the County's representation to the PBA and to the Panel it will not layoff Police Officers for the term encompassing this Award.

Should the County propose or implement layoffs of any members of the bargaining unit through December 31,

2006, the PBA may request the Panel be reconvened to address this issue. If asked to do so, the Panel shall accept jurisdiction.

5. Prisoner and Mentally Aided Staffing

This PBA proposal is granted in accordance with our Opinion.

6. Calculation of Forty-Eight (48) Hours' Pay

The PBA's claim is rejected.

7. Jury Duty Leave

The PBA shall receive the same benefit now afforded to CSEA, in accordance with our Opinion above.

8. Reopener Clause

The PBA's proposal is granted. In the event the County and any of its law enforcement bargaining units, SOA, DAI or SHOA, agree to, or an Interest Arbitration Panel Awards, a change in any of the following terms and conditions of employment during the period 2000-2006, other than the changes awarded by this Panel in this proceeding, the PBA shall be entitled to reopen negotiations over the terms and conditions of employment, including the right to return to this Panel for Interest Arbitration. The potential re-opener items are as follows:

- a) wages including step placement

- b) longevity
- c) shift differential
- d) termination pay
- e) other compensation issues increasing employee take home pay
- f) Hours worked, or work schedule

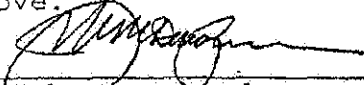
9. Marine Bureau

This matter is resolved as per our Opinion.

10. Vacation Selection

This issue is remanded to the parties for their consideration. The Panel shall retain jurisdiction in the event they are unable to resolve it, in accordance with our Opinion above.

DATED: 12/20/04



John M. Donoghue, Esq.,
Chairman
Interest Arbitration Panel

DATED:

Martin F. Scheinman, Esq.,
Neutral Member
Interest Arbitration Panel

DATED:

Howard C. Edelman, Esq.,
Neutral Member
Interest Arbitration Panel

DATED:

Anthony Cancellieri, County Member
Interest Arbitration Panel

DATED:

Gary DeLaRaba, PBA Member
Interest Arbitration Panel

- b) longevity
- c) shift differential
- d) termination pay
- e) other compensation issues increasing employee take home pay
- f) Hours worked, or work schedule

9. Marine Bureau

This matter is resolved as per our Opinion.

10. Vacation Selection

This issue is remanded to the parties for their consideration. The Panel shall retain jurisdiction in the event they are unable to resolve it, in accordance with our Opinion above.

DATED:

John M. Donoghue, Esq.,
Chairman
Interest Arbitration Panel

DATED:

12/22/04

Martin F. Scheinman, Esq.,
Neutral Member
Interest Arbitration Panel

DATED:

Howard C. Edelman, Esq.,
Neutral Member
Interest Arbitration Panel

DATED:

Anthony Cancellieri, County Member
Interest Arbitration Panel

DATED:

Gary DeLaRaba, PBA Member
Interest Arbitration Panel

- b) longevity
- c) shift differential
- d) termination pay
- e) other compensation issues increasing employee take home pay
- f) Hours worked, or work schedule

9. Marine Bureau

This matter is resolved as per our Opinion.

10. Vacation Selection

This issue is remanded to the parties for their consideration. The Panel shall retain jurisdiction in the event they are unable to resolve it, in accordance with our Opinion above.

DATED:

John M. Donoghue, Esq.,
Chairman
Interest Arbitration Panel

DATED:

Martin F. Scheinman, Esq.,
Neutral Member
Interest Arbitration Panel

DATED: December 20, 2004

Howard C. Edelman
Howard C. Edelman, Esq.,
Neutral Member
Interest Arbitration Panel

DATED:

Anthony Cancellieri, County Member
Interest Arbitration Panel

DATED:

Gary DeLaRaba, PBA Member
Interest Arbitration Panel

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

On this 20th day of December 2004, before me personally came and appeared JOHN M. DONOGHUE, ESQ., Chairman, 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.

FAY E. RICHARDSON
NOTARY PUBLIC, State of New York
No. 60-4678938
Qualified in Dutchess County
Commission Expires 4/30/2006

Fay E. Richardson

NOTARY PUBLIC

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

On this _____ day of _____ 2004, before me personally came and appeared MARTIN F. SCHEINMAN, ESQ., Neutral Member, 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

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

On this _____ day of _____ 2004, before me personally came and appeared HOWARD C. EDELMAN, ESQ., Neutral Member, 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

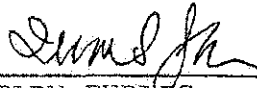
STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this _____ day of _____ 2004, before me personally came and appeared JOHN M. DONOGHUE, ESQ., Chairman, 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

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

On this 22nd day of December 2004, before me personally came and appeared MARTIN F. SCHEINMAN, ESQ., Neutral Member, 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

IRENE S. SILVERIO
Notary Public, State of New York
No. 04SI6064106
Qualified in Nassau County
Commission Expires 9-17-05

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

On this _____ day of _____ 2004, before me personally came and appeared HOWARD C. EDELMAN, ESQ., Neutral Member, 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

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

On this _____ day of _____ 2004, before me personally came and appeared JOHN M. DONOGHUE, ESQ., Chairman, 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

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

On this _____ day of _____ 2004, before me personally came and appeared MARTIN F. SCHEINMAN, ESQ., Neutral Member, 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

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

On this 20th day of December 2004, before me personally came and appeared HOWARD C. EDELMAN, ESQ., Neutral Member, 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

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

On this 10th day of December 2004, before me personally came and appeared ANTHONY M. CANCELLIERI, County Member, 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.

HARRY GREENBERG
Notary Public, State of New York
No. 492008
Qualified in Nassau County 06
Commission Expires January 25, 2006

Harry Greenberg
NOTARY PUBLIC

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

On this 10th day of December 2004, before me personally came and appeared GARY DELARABA, PBA Member, 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.

HARRY GREENBERG
Notary Public, State of New York
No. 492008
Qualified in Nassau County 06
Commission Expires January 25, 2006

Harry Greenberg
NOTARY PUBLIC

-----X
In the Matter of the Interest :
Arbitration :

- Between -

FINAL AWARD

COUNTY OF NASSAU

"County"

- and -

POLICE BENEVOLENT ASSOCIATION,
POLICE DEPARTMENT, COUNTY OF
NASSAU, NEW YORK, INC.

"PBA"

-----X

APPEARANCES

For the County

PROSKAUER ROSE, LLP

Neil Abramson, Esq., Attorney

For the PBA

SOLOMON RICHMAN GREENBERG, PC

Harry Greenberg, Esq., Attorney

Seth Greenberg, Esq., Attorney

BEFORE: JOHN M. DONOGHUE, ESQ., CHAIRMAN OF THE PANEL
MARTIN F. SCHEINMAN, ESQ., NEUTRAL MEMBER OF THE PANEL
HOWARD C. EDELMAN, ESQ., NEUTRAL MEMBER OF THE PANEL
ANTHONY CANCELLIERI, COUNTY MEMBER OF THE PANEL
GARY DELARABA, PBA MEMBER OF THE PANEL

BACKGROUND

On or about December 22, 2004, the Interest Arbitration Panel designated below issued a Supplemental Award in the dispute between the County and the PBA. Earlier Awards had been issued prior to that date.

In our Supplemental Award, the Panel left three issues unresolved. They are Time Off Requests, vacation Selection and Lag Payroll. We remanded all three issues to the parties, though for different reasons.¹ Unfortunately, the parties were unable to resolve these matters. Consequently, a hearing was held before us on March 8, 2005. At its conclusion we closed the record on these items. This Opinion and Award follows.

POSITIONS OF THE PARTIES²

Time Off

As to time off requests, the PBA reasserts its prior claim that ten per cent of the total number of Police Officers in any command be accorded their requests for time off. It insists that both documented and anecdotal evidence reveals that the County is willfully and

¹See Panel's Supplemental Award dec'd December 22, 2004, pp. 13, 16-18, 26-27.

²To expedite these findings, We have summarized the parties' positions.

impermissibly denying legitimate requests for time off and that, therefore, a strict percentage is needed to guarantee the fair implementation of time off requests.

The County insists that due to manpower needs and the safety of the public it must retain the absolute discretion to deny time off requests in a given situation. Hence, it urges, it should not be required to grant requests based on any formula.

Lag Payroll

The PBA insists that this issue has been decided in favor of other County unions, notably, ShOA. Given its belief that ShOA will ultimately prevail with respect to the lag payroll issue, the PBA asks that all members subjected to the lag payroll be made whole immediately for lost wages.

The County points out it is appealing the latest decision which barred arbitration of the lag payroll issue with ShOA. As such, it maintains, any determination by this Panel would be premature.

Vacation Selection

The County renews its plea that the current system results in too few Officers being available on popular vacation days. Thus, it asks that its prior proposal - equalizing between day and night tours the number of

officers permitted to take vacation at one time - be granted.

The PBA sees no compelling need for the Panel to award this proposal. It asks us to reject it.

DISCUSSION AND FINDINGS

Time Off Requests

The PBA has convinced the Panel that some redress is justified. The overwhelming evidence supports the conclusion that Police Officers' ability to have legitimate time off requests granted has been severely curtailed, if not eliminated in some circumstances.

Consequently, we shall direct that, effective immediately and upon request, a minimum of two Police Officers in each of the eight precincts shall be given time off utilizing either personal leave or compensatory time on each tour. A minimum of one Police Officer shall be given time off utilizing either personal leave or compensatory time on each tour in Highway Patrol Units assigned to Chart Orange. Requests which would result in more than two Officers (regular units) or one officer (Highway Patrol Units assigned to Chart Orange) being off on the same tour shall be at the discretion of the Department. These excusals are separate and in addition

to all other leaves. These excusals are not intended to create additional rights to time off. They reflect accumulated time only.

Requests for leave under these provisions shall be made with a minimum of five calendar days' notice and a maximum of thirty calendar days' notice. In the event the request for time off under these provisions is made with less than five days' notice and there is still an opening of the above excusals, then the excusal shall be granted.

Under this provision if a Police Officer uses compensatory time instead of Personal Leave Days, during a calendar year, then there shall be no payment for the number of Personal Leave Days equal to compensatory time off used.

Except as modified above, nothing in this provision shall change the circumstances in which a member is paid for unused Personal Leave Day(s).

The above excusal provision shall not apply to the following holidays:

Thanksgiving	New Year's Eve
Christmas Eve	New Year's Day
Christmas Day	

The following special events shall also be excluded from the above excusal provisions:

Greek Fest
Belmont Stakes

All other time off policies shall remain in effect including but not limited to mutual exchange of tours of duty.

Lag Payroll

We agree with the County that this matter has not been finally adjudicated. Indeed, if the County's current appeal is successful, the matter is subject to arbitration by ShOA. Clearly, then, it would be premature to make a substantive finding at this time. Thus, we shall defer a determination until a final adjudication is made elsewhere or the parties resolve the dispute themselves.

Vacation Selection

We are not persuaded that the current system so deprives the Department of needed personnel on a given tour on popular vacation days as to justify modifying the right of selection of vacation by seniority. Consequently, the County's demand must be rejected.

AWARD

1. Personal Leave and Compensatory Time Off Requests

Effective immediately and upon request, a minimum of two Police Officers in each of the eight precincts on each tour shall be given time off utilizing either personal leave or compensatory time on each tour. A minimum of one Police Officer shall be given time off utilizing either personal leave or compensatory time on each tour in Highway Patrol Units assigned to Chart Orange. Requests which would result in more than two Officers (regular units) or one officer (Highway Patrol Units assigned to Chart Orange) being off on the same tour shall be at the discretion of the Department. These excusals are separate and in addition to all other leaves. These excusals are not intended to create additional rights to time off. They reflect accumulated time only.

Requests for leave under these provisions shall be made with a minimum of five calendar days' notice and a maximum of thirty calendar days' notice. In the event the request for time off under these provisions is made with less than five days' notice and there is still an opening of the above excusals, then the excusal shall be granted.

Under this provision if a Police Officer uses compensatory time instead of Personal Leave Days, during a calendar year, then there shall be no payment for the number of Personal Leave Days equal to compensatory time off used.

Except as modified above, nothing in this provision shall change the circumstances in which a member is paid for unused Personal Leave Day(s).

The above excusal provision shall not apply to the following holidays:

Thanksgiving	New Year's Eve
Christmas Eve	New Year's Day
Christmas Day	

The following special events shall also be excluded from the above excusal provisions:

Greek Fest
Belmont Stakes

All other time off policies shall remain in effect including but not limited to mutual exchange of tours of duty.

2. Lag Payroll

This matter shall be deferred until a final adjudication between the County and any of its other Unions is reached or until the parties resolve the dispute, whichever first occurs.

3. Vacation Selection

The County's proposal is rejected.

May 16, 2005 3:57 PM

No. 230: P. 2

Nassau County/PBA
Final Award

DATED: *May 16, 2005*

[Signature]
Martin F. Scheinman, Esq.,
Neutral Member
Interest Arbitration Panel

STATE OF NEW YORK)

) ss.:)

COUNTY OF NASSAU)

On this *16th* day of *May* 2005, before me personally came and appeared MARTIN F. SCHEINMAN, ESQ., Neutral Member, 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.

[Signature]
NOTARY PUBLIC

IRENE S. SILVERMAN
Notary Public, State of New York
No. 01516064106
Qualified in Nassau County
Commission Expires 9-17-06

Nassau County/PBA
Final Award

DATED: May 25, 2005

Howard C. Edelman

Howard C. Edelman, Esq.,
Neutral Member
Interest Arbitration Panel

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

MARY HALBERSTADT
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01HAG101766
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES NOVEMBER 17, 2007

On this 25TH day of ^{MAY}~~April~~ 2005, before me personally came and appeared HOWARD C. EDELMAN, ESQ., Neutral Member, 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.

Mary Halberstadt
NOTARY PUBLIC

Nassau County/PBA
Final Award

DATED: 5/25/05

Anthony Cancellieri, County Member
Interest Arbitration Panel

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

MARY HALBERSTADT
NOTARY PUBLIC, STATE OF NEW YORK
NO. 0146101768
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES NOVEMBER 17, 2007

MAY

On this 25TH day of April 2005, before me personally came and appeared ANTHONY M. CANCELLIERI, County Member, 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.

Mary Halberstadt
NOTARY PUBLIC

Nassau County/PBA
Final Award

DATED: 5/25/05

Gary DeLaRaba, PBA Member
Interest Arbitration Panel

STATE OF NEW YORK)

WAYNE HARTMANN
Notary Public, State of New York
No. 01HAE110885

COUNTY OF NASSAU)

Qualified in Nassau County
Commission Expires June 01, 2007

On this 25 day of ~~April~~ ^{MAY} 2005, before me personally came and appeared GARY DELARABA, PBA Member, 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.

Wayne Hartmann
NOTARY PUBLIC

-----x
In the Matter of the Interest :
Arbitration :

- Between -

: Additional
Supplemental Award

COUNTY OF NASSAU

"County"

- and -

POLICE BENEVOLENT ASSOCIATION,
POLICE DEPARTMENT, COUNTY OF
NASSAU, NEW YORK, INC.

"PBA"

-----x
APPEARANCES

For the County

LAMB & BARNOSKY, L.L.P.
Richard Zuckerman, Esq., Attorney
Michael Krauthamer, Esq., Attorney
Robert McGuigan, 1st Deputy Commissioner of Police
Karen O'Callahan, Deputy Chief
Daniel McCray, Director of Labor Relations

For the PBA

GREENBERG, BURZICHELLI, GREENBERG, P.C.
Harry Greenberg, Esq., Attorney
Seth Greenberg, Esq., Attorney
Robert Rettinger, 4th Precinct Trustee
Michael Bonsignore, 8th Precinct Trustee
Dean Losquadro, 5th Precinct Trustee
Joseph Smith, Delegate
Thomas O'Reilly, 7th Precinct Trustee
Kenneth Cortes, 2nd Precinct Trustee
John LaSala, HQ Trustee
Brian Engelhardt, 3rd Precinct Trustee
Wayne Hartmann, Tresurer
James McDermott, Sergeant at Arms
Paul Schaefer, Delegate
Kevin Tobin, 2nd Vice-President
James Carver, 1st Vice-President
Anthony Famulari, HQ Trustee

BEFORE: JOHN M. DONOGHUE, ESQ., CHAIRMAN OF THE PANEL
MARTIN F. SCHEINMAN, ESQ., NEUTRAL MEMBER OF THE PANEL
HOWARD C. EDELMAN, ESQ., NEUTRAL MEMBER OF THE PANEL
TIMOTHY DRISCOLL, ESQ., COUNTY MEMBER OF THE PANEL
GARY DELARABA, PBA MEMBER OF THE PANEL

These findings follow hearings held on April 24, 2006 and November 2, 2006, at which certain items were addressed which remained unsolved from our prior determinations rendered in 2003, 2004 and 2005. At the hearing the following issues were addressed:

1. Chart 13 - Shift Differential
2. Lag Payroll
3. Reopener
4. Civilianization
5. Mentally Aided/Prisoner Staffing
6. Personal Time Off
7. Deployment Order
8. Holiday Pay for New Hires
9. Union Excusal
10. Vacation Scheduling
11. Executive Board Pay
12. Special Assignment Stipends

The Panel has reviewed the record with respect to these issues. Based upon that review and consistent with the criteria set forth in Section 209 of the Taylor Law, we issue the following

FINDINGS

1. Chart 13 - Shift Differential

Our initial Award modified the hours during which

shift differential (formerly "night differential") was to be paid. It also changed the percentage to be paid during those hours. However, that Award was intended to apply only to Chart Orange and to no other chart. Also, it was not intended to require the payment of the differential where none had been paid before, other than as pertaining to Chart Orange. Nor was it intended to increase the shift differential provided to any other officers not in Chart Orange in terms of hours paid or percentage received unless otherwise specifically provided for. On the other hand, our Award was also not intended to deprive Police Officers of a shift differential where one had been paid before.

It is into the latter category that Chart 13 falls. In essence, the Chart consists of a two week schedule. For one week Officers work days, generally 7:00 a.m. to 4:00 p.m., though the starting and ending times may vary somewhat. The other week officers work evenings, generally 11:00 p.m. to 8:00 a.m., again with some flexibility. Thus, the chart consists of a day tour and an evening tour and for a number of years Officers were, in essence, paid night differential for the evening tour and not for the day tour.

As noted above, it was never the Panel's intent to

eliminate the shift differential for working Chart 13 by virtue of the changes incorporated in our initial Interest Arbitration Award rendered in September 2003. The reductions in shift differential as implemented by the County following the issuance of our Award effectively eliminate the major portion of the differential. Thus, we shall direct that, retroactive to January 1, 2004, Police Officers working Chart 13 shall be paid shift differential as it existed on December 31, 2003.

2. Lag Payroll

We disagree with the PBA that the determination by the U.S. Court of Appeals in Michael Adams v. Thomas Suozzi (03-CIV-4363 dec'd September 18, 2006) constitutes a final determination which requires us to make Police Officers whole for the effects of the lag payroll previously instituted. Thus, we conclude, the matter has still not been fully resolved through the judicial process. Accordingly, the issue of the lag payroll continues to be remanded to the parties for resolution. Should additional decisions be forthcoming we shall retain jurisdiction to finally resolve the dispute.

However, we are mindful of the inordinately long time the appeals process has taken in the litigation

related to this issue. In order to prevent any party from taking actions which may be viewed as dilatory, we shall direct that either may revisit this issue before us if no final determination is rendered by October 1, 2007.

3. Reopener

The PBA has asked that it receive additional benefits based on its claim that other sworn personnel were granted better terms and conditions of employment in their Interest Arbitration Awards than the PBA was. The Panel has reviewed these items in light of the relevant record, the criterion set forth in the Taylor Law and the parties arguments advanced at the hearings held on April 24, 2006 and November 2, 2006. Based upon this review we make the following findings:

Date Changes Re: Hourly Calculations, Quarter Days, Flag Day, Travel Time and Termination Pay

The fact that a benefit reduction begins at a later date in the SOA Award as opposed to the PBA's does not mean that the reopener clause has been triggered so as to delay the reduction in the benefit for the PBA. Instead, the difference in date implementation reflects differences in the periods covered by the PBA and SOA Awards. It also reflects the timing as to when the Awards were issued. For example, retirement stipend

recalculation was implemented one year earlier for the PBA than for the DAI because the PBA finding was issued almost one year before the DAI's. Detectives who contemplated retiring had to receive reasonable notice as to what their payouts would be so they could make informed decisions as to the date they chose to retire. The same was true for Police Officers. Affording such notice required that in some instances implementation dates had to be later in the DAI Award than in the PBA Award. In addition, the Panel's findings in all three cases and the cost savings achieved were based in part on the dates they were implemented. Thus, with respect to the claims raised concerning implementation dates, we do not find that the reopener clause has been triggered. Therefore, the PBA's request in this regard is rejected.

4. Civilianization

At the hearing of April 24, 2006, this matter was addressed, though not fully analyzed. At issue are nine positions yet to be civilianized. It is understood that these positions would not come from the precincts or the blotter recorder. While representatives of the Police Department and the PBA met to discuss the matter, apparently no agreement was reached.

The record is devoid of sufficient evidence for the

Panel to determine which jobs should be civilianized. Accordingly, we direct the parties to submit a list, within sixty days of their receipt of this Award, of proposed jobs to be civilianized and the rationale therefor. Obviously, the parties are free to engage in further discussions during this period to agree upon a resolution of this issue. However, in the event the parties are unable to agree, we shall decide this matter on an expedited basis.

5. Mentally Aided/Prisoner Staffing

We have reviewed the record carefully on this issue. We find no basis to modify our original determination that two Officers must be assigned to guard a prisoner or mentally aided individual. In the case of a mentally aided individual, one officer must be of the same gender as the individual. However, we reiterate our comments made at the hearing that we expect the parties to apply this provision with common sense where unusual circumstances may arise. Where unusual circumstances do arise, prior to the assignment the parties may mutually agree to have fewer than two Officers assigned to guard a prisoner or mentally aided individual.

6. Personal Time Off

The PBA's concerns are in the nature of the way in

which the contractual provisions are being implemented. As such, they are not properly before us but must be processed through the parties' grievance procedure.

7. Deployment Order

As with the PBA's demand regarding personal leave, this issue is not properly before us. Rather it constitutes a grievance which must be brought in that forum.

8. Holiday Pay for New Hires

The PBA's concerns are in the nature of the way in which the contractual provision on this issue is being implemented. Consequently, this item also constitutes a grievance which must be brought in that forum.

9. Union Excusal

We have concluded that this item is not properly before us. It must be remanded to the grievance procedure, we conclude.

10. Vacation Scheduling

This item does not involve either a "reopener" matter or a clarification of our prior Award. Instead, it involves an issue relating to the scheduling of vacations not previously addressed. Hence, it belongs within the grievance procedure and not before this Panel.

11. Executive Board Pay

We agree, like the DAI, effective January 1, 2005, Executive Board Members shall have their time served as Delegate calculated in for eligibility for Executive Board stipends.

After reviewing the record, the Panel finds that, like the SOA, the Trustee stipend shall be paid upon the individual taking elected office as Trustee, effective January 1, 2006.

12. Special Assignment Stipends

We agree the assignments which the PBA seeks to incorporate into base pay are analogous to our Award concerning Detective Supervisors' Differential. In that instance, the differential was placed into base pay as it was part of the basic emolument of the position.

The same justification applies here. In central testing, dive team, B.S.O., E.S.U. and applicant investigation units, the stipends are granted in recognition of the basic functions Police Officers perform when assigned to those units. Thus, as with the Detective Supervisors' differential, these emoluments should be part of a Police Officer's base pay. Accordingly, the PBA's request is awarded effective December 31, 2006.

13. **Other Proposals**

All other proposals of the parties, whether or not specifically addressed herein, are rejected.

AWARD

1. **Chart 13 - Shift Differential**

Police Officers working Chart 13 are to be made whole for lost shift differential retroactive to January 1, 2004, as it existed on December 31, 2003.

2. **Lag Payroll**

The PBA's demand that Officers be reimbursed for the County's implementation of a lag payroll is rejected. This issue remains in abeyance until the merits of the dispute are finally resolved in other, parallel proceedings or October 1, 2007, whichever comes first.

3. **Reopener**

The PBA's proposals are rejected.

4. **Civilianization**

Within sixty days of their receipt of this Award, the parties shall submit a list of proposed positions to be civilianized, outside of the precincts or the blotter recorder. Unless the parties agree, the Panel shall decide this matter on an expedited basis.

5. **Mentally Aided/Prisoner Staffing**

The Panel reaffirms its prior holding subject to the comments set forth in this Opinion.

6. **Personal Time Off**

This issue is not properly before this Panel.

7. **Deployment Orders**

This issue is not properly before this Panel.

8. **Holiday Pay for New Hires**

This issue is not properly before this Panel.

9. **Union Excusal**

This issue is not properly before this Panel.

10. **Vacation Scheduling**

This issue is not properly before this Panel.

11. **Executive Board Pay**

Effective January 1, 2005, Executive Board Members shall have their time served as Delegate calculated in for eligibility for Executive Board stipends.

Effective January 1, 2006, the Trustee stipend shall be paid upon the individual taking elected office as Trustee.

12. **Special Assignment Stipends**

Effective December 31, 2006, the stipends for central testing, dive team, B.S.O., E.S.U. and applicant investigation shall be incorporated into base pay.

13. **Other Proposals**

All other proposals of the parties, whether or not specifically addressed herein, are rejected.

Apr. 17. 2007 9:56AM

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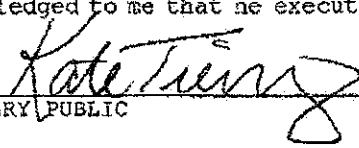
Nassau County/PBA
Additional Supplemental Award

DATED: April 15, 2007


Martin F. Scheinman, Esq.,
Neutral Member
Interest Arbitration Panel

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

On this 15th day of April 2007, before me personally came and appeared MARTIN F. SCHEINMAN, ESQ., Neutral Member, 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

KATE TIEN
Notary Public, State of New York
No. 0116938684
Qualified in Queens County
Commission Expires November 7, 2009

Nassau County/PBA
Additional Supplemental Award

DATED: April 13, 2007

Howard C. Edelman
Howard C. Edelman, Esq.,
Neutral Member
Interest Arbitration Panel

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

On this 13TH day of APRIL 2007, before me personally came and appeared HOWARD C. EDELMAN, ESQ., Neutral Member, 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.

Mary Saunierstadt
NOTARY PUBLIC

MARY HALBERSTADT
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01H46101786
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES NOVEMBER 17, 2017

Mary Haverstadt

Nassau County/PBA
Additional Supplemental Award

Concur X As to sections 1-10 and 13.

Dissent X As to sections 11 and 12 (pp 7 and 8)
for reasons expressed by (pp 10 and 11)
the County's advocate at the hearings on this
matter.

DATED:

Timothy Driscoll
Timothy Driscoll, County Member
Interest Arbitration Panel

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

On this 16 day of April, 2007, before me
personally came and appeared TIMOTHY DRISCOLL, County
Member, 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

Deborah Austin

DEBORAH AUSTIN
Notary Public, State of New York
No. 30-4729801
Qualified in Nassau County
Commission Expires Feb. 28, 2011

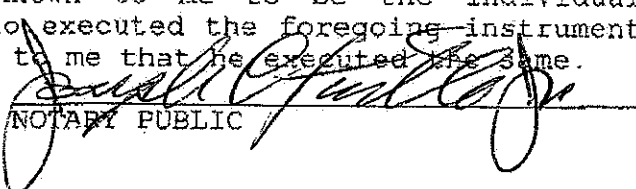
Nassau County/PBA
Additional Supplemental AwardConcur ✓

Dissent _____

DATED: 4/13/07

Gary DeLaRaba, PBA Member
Interest Arbitration PanelSTATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this 13 day of April 2007, before me personally came and appeared GARY DELARABA, PBA Member, 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

JOSEPH C. FALLA, JR.
NOTARY PUBLIC, State of New York
No. 01FA5040080
Qualified in Nassau County
Commission Expires March 8, 2011

SOLO

*open
VP
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CONTRACT
file*

TEL: (516) 437-6443 FAX: (516) 437-6434

Date: September 25, 1996
To: Gary DelaRaba
Fax: NCPBA
From: Harry Greenberg

Number of Pages Including This Page: ~~20~~ 19

Message:

Regards

Original being sent by (check one):

Mail: Federal Express: Messenger: Not Sent:

MEMORANDUM OF AGREEMENT by and between the County of Nassau, a Municipal Corporation in the State of New York, having its principal place of business at One West Street, Mineola, New York 11501 (hereinafter called "COUNTY") and the Police Benevolent Association of the Police Department of the County of Nassau, Inc., a certified union with its principal place of business at 89 East Jericho Turnpike, Mineola, New York, 11501 (hereinafter called "PBA").

W I T N E S S E T H:

WHEREAS, the COUNTY and the PBA are parties to a Collective Bargaining Agreement for the period January 1, 1992 through December 31, 1995; and

WHEREAS, representatives of the respective parties have heretofore engaged in collective negotiations for the purpose of reaching agreement on a successor Collective Bargaining Agreement;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The terms of this Memorandum of Agreement are subject in all respects to the approval of the Board of Supervisors, and the membership of the PBA. Additionally, the parties contemplate that final contract language will be agreed



upon incorporating the intention of the parties reflected in this Memorandum.

2. Except as modified by the terms of this Memorandum of Agreement, the applicable terms of the predecessor Collective Bargaining Agreement shall be continued.

3. **BASE WAGES:** Except as hereinafter indicated, the annual salaries set forth in the "Police Officer - Salary Rates" and the "Police Officers - Alternate Salary Rates" shall be increased by the following percentages at the dates indicated:

<u>EFFECTIVE DATE</u>	<u>PERCENTAGE INCREASE</u>
1/1/96 - Three months	Zero
4/1/96 - Eight months	2.25%
12/1/96 - Six months	2.50%
6/1/97 - Fourteen months	3.75%
8/1/98 - Thirteen months	3.90%
9/1/99 - Thirteen months	3.95%
10/1/00 - Ten months	3.95%
(Through 7/31/01)	

Zero
2.25%
2.50%
3.75%
3.90%
3.95%
3.95%

+ .5
+ .25
+ .10
+ .05
+ .05
+ .05

21.25

45

4. **NIGHT SHIFT DIFFERENTIAL:** Effective January 1, 1996, for all employees assigned to "Chart Orange" on the 7:00 p.m. to 7:00 a.m. steady tour, the shift differential shall be thirteen (13%) percent for all such shift hours; and for those on the 7:00 a.m. to 7:00 p.m. steady tour, the shift differential shall be ten (10%) percent for the hours of 11:00 a.m. to 7:00 p.m.

5. **LONGEVITY:** On May 1, 1998, the dollar amounts being paid in longevity shall be calculated as a percentage of base salary, according to the annexed chart, and the contract shall be deemed amended as of May 1, 1998 to provide that longevity payments shall be such percentage of base salary. Thereafter, the base wage

increases scheduled to take effect shall result in longevity dollar amounts being increased by the same percentages as base wages.

6. HEALTH INSURANCE:

(A) Delete Section 9.16-1(B), and replace with CSEA Section 37-1.3.

(B) Section 9.16-1(C) shall be amended to read:

The parties agree that the provision for the County to fully pay the cost of the health insurance premium shall not be subject to change under employer-requested interest arbitration until an effective date after 7/31/05.

(C) Insert "...active, and retiring..." before the word employees in PBA Section 9.16-1(A). Effective 1/1/96.

7. VACATION ACCRUAL: The current maximum carryover of one year's entitlement (in addition to a present year) for vacation accruals shall be increased to a maximum of two (2) years' entitlement (in addition to a present year). Effective 1/1/96 for 1997.

8. POLICE OFFICERS -- ALTERNATE SALARY RATES: Effective 1/1/96, the Step 1 and 2 salaries shall be retroactively re-computed to 1/1/92 utilizing the same percentages as were previously applied to Step 3. Retroactive checks shall be issued as soon as possible. The subject of such AA pay being made prospectively available to the eighteen (18) members of the PBA Board of Governors shall be subject to further negotiation between the Office of Labor Relations and the PBA president.

9. WORK SCHEDULE: All employees on a Monday-Friday (i.e., currently approximately 240 tours) shall have their work



schedule reduced by the department scheduling "chart days" as follows: One additional chart day effective 1/1/96, and one additional chart day effective 1/1/97, 1/1/98, 1/1/99, 1/1/00 and 1/1/01 (for a total of six additional chart days in 2001 to a minimum of 232). BSO officers shall have chart days effective 1/1/96 sufficient to create a 232 schedule.

10. COMPENSATORY TIME: NO CHANGE.

11. CLOTHING ALLOWANCE: Shall be increased by an additional \$50.00 on 1/1/96, 1/1/98, 1/1/00.

12. EQUIPMENT ALLOWANCE: Shall be increased by an additional \$50.00 on 1/1/96, 1/1/98, 1/1/00.

13. SEVERANCE PAYOUT: The parties shall return to the practice of employer control over the duration of severance payments in order to comply with applicable IRS regulations. (See attached)

14. MISCELLANEOUS:

(A) Effective 1/1/96, the PBA shall receive release time as per the attached schedule.

(B) Employees hired prior to 1/1/92 shall be provided with their handgun (without charge) at retirement consistent with provisions for the SOA.

(C) The parties shall continue to negotiate the resolution of a certain pension issue left unresolved by the predecessor agreement (concerning payments made to employees who retired in 1992).

(D) Police officers hired on or after 1/1/96, upon



completion of probation, shall have the cost of the firearm, not to exceed \$500.00, deducted from his/her equipment allowance.

15. REOPENERS: Existing reopeners to be deleted from existing agreement, and replaced with:

1. Section 9.16-2(c) to read:

If any other County bargaining unit receives an amount for dental coverage for the period 1/1/96 - 7/31/01 more than in this agreement, the PBA shall have the right to reopen this agreement with respect to such issue.

2. Section 13.5 to read:

Certain essential terms of employment have historically reflected a pattern amongst the PBA, DAI and SOA. In the event the DAI or SOA negotiate a change in one or more such essential terms for the period 1/1/96 - 7/31/01, the PBA shall have the right to reopen this agreement with respect to such issue.

16. ACADEMY - STEP 2 PAY: For employees hired on or after 1/1/96, the wage scale in effect on 11:59 p.m. on 12/31/95, shall be amended to be as follows:

<u>STEP</u>	<u>FOR "NEW" 12/31/95</u>
Academy	\$21,000 for six months (frozen until 7/31/05)
Step 1	\$30,000 for six months (frozen until 7/31/05)
Step 2	\$35,000 for six months (frozen until 7/31/05)
	\$43,244 for six months (frozen until 7/31/05)
Step 3	\$45,512
Step 4	\$48,938 AT ANNIVERSARY DATE
Step 5	\$52,902 AT ANNIVERSARY DATE
Step 6	\$55,333 AT ANNIVERSARY DATE



Step 7	\$56,866 AT ANNIVERSARY DATE
Step 8	\$59,522 AT ANNIVERSARY DATE

Employees now at \$30,336 will remain at such salary for the period of five (5) months after academy completion; shall then receive base annual pay of \$42,087.

17. **HOLIDAY CHECKS:** Columbus Day shall be deleted from the "holiday" pay list for calendar years 1996, 1997, and 1998. In addition, Lincoln's Birthday shall also be deleted for calendar year 1998.

18. **SICK LEAVE MANAGEMENT PROGRAM:**

See attached. Family sick days shall be eliminated effective 1/1/96.

19. **BLOOD DAYS:** There shall be no cash convertability of any compensatory days earned after 1/1/96 granted for donating blood. The personal leave cap shall be raised from 10 to 15 effective 1/1/97.

20. **HALF-HOLIDAY PAY:** Compensation for the first 96 straight-time hours of "half holiday" pay shall be in compensatory time only (non-convertible to cash) prorated as new officers hired over the course of calendar years 1996, 1997, 1998 and 1999.

21. **STRAIGHT TIME OVERTIME:** The first hours of overtime in each of the following calendar years shall be paid in cash at straight time rates, or compensatory time at straight time (but frozen in severance cash value, if not used in time, at a maximum of the 7/31/01 straight time rate):

1996	16 hours
1997	32 hours
1998	32 hours
1999	16 hours

22. **EDUCATION PAY:** The County shall reimburse 50% of the cost of police officers obtaining college credits equivalent to a four-year college degree. Courses eligible shall be subject to the non-reviewable approval of the Commissioner of Police. Eligibility for reimbursement shall also require the attainment of at least a C+ grade, and such other reasonable conditions as the Commissioner of Police may impose. Attainment of a four-year college degree or its equivalent in approved credits shall be an additional condition for employees hired after 1/1/96 to receive "top pay." Notwithstanding the foregoing, the County's financial obligations under this paragraph shall be up to, but in no event more than, a total of \$500,000.00 per County fiscal year (non-cumulative).

23. **REPAYMENT DATES:**

(A) **Holiday pay.** Employees retiring during calendar years 1996 and 1997 shall receive payments deferred from the 1992-1995 CBA. All other amounts otherwise due under the predecessor agreement are no longer due. The County shall not be obligated to make any other payments to any other employees for any such monies.

(B) **Overtime.** All "owed" overtime monies (from the



1992-1995 CBA) shall be converted to compensatory time as of 12/31/95. Such converted compensatory time shall not be subject to the "cap" on the accumulation of compensatory time; however, payment for such time at severance shall be at future rates. Such compensatory time shall not be used to "pay back" time owed by the officer to reach 1856 hours annually.

Notwithstanding the foregoing, there shall be a one-time cash option in June 2000, for payment in January 2001, at 1995 rates, for officers who elect same.

24. **MEAL MONEY:** Delete Sections 9.12-1 and 9.12-2 when "Chart Orange" becomes permanent.

25. **OVERTIME CANCELLATION:** Effective 1/1/96, reduce from 72 hours to 48 hours.

26. **CANINE CORPS:** Effective 1/1/96, there shall be a prospective "overtime" stipend of \$5,500 annually for time spent in dog handling. This provision shall not affect any pending litigation.

27. **EMPLOYEE EVALUATIONS:** Negotiations to continue.

28. **PHYSICAL FITNESS PROGRAM:** Negotiations to continue.

29. **DIRECT DEPOSIT:** As per SOA contract.

30. **MANAGED HEALTH CARE:** Negotiations to continue.

31. **TEMPORARY ASSIGNMENTS** to be defined, with respect to "qualifications," to include assignments to the Marine Bureau and Police Academy.

32. **USE OF TIME BEFORE RETIREMENT:** A member in contemplation of retirement shall have the right to use all of his



accumulated (non-sick) time off prior to his scheduled retirement.
There shall be no restriction on the use of this time.

3.2 Effective 1/1/96, union officers may pick their tour
schedules based on their individual seniority.

Handwritten signature and initials, possibly "MP" and "JL", in the bottom left corner.

IN WITNESS WHEREOF, the parties have hereunto set their
hand and seal this 4th day of December, 1996.

POLICE BENEVOLENT ASSOCIATION

Gary De Arak
Gary De Arak, President

COUNTY OF NASSAU

Howard Y. Taylor
County Executive

Diane M. Bignard
DIANE M. BIGNARD
NOTARY PUBLIC, SUBCOMMISSIONER
NO. 418607
COMMISSION EXPIRES FEBRUARY 2, 1997

6000 WPS LABOR BEAVER AVE

SICK LEAVE MANAGEMENT PROGRAM

3. The following shall be applicable only during the existence of the 'steady tour' program, i.e., if the 'steady tour' program is abandoned, this provision shall be null and void and the parties shall revert to the former procedures only.

4. "Sick leave abuser" shall be defined as any employee who has five (5) or more sick leave occurrences in one or more consecutive calendar full or partial days; or is absent for any nine (9) half or full tours in a calendar year.

5. 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 eighteen (18) days or ten (10) occurrences in a twelve (12) month period.

6. No employee shall be designated a sick leave abuser or chronic sick leave abuser prior to July 1, 1996. 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. In the event a member signs on sick leave due to a requirement of a line of duty job, no overtime shall be permitted to be performed for the first seven (7) consecutive days after returning to duty.

7. The Police Surgeon may "revoke" a "sick leave abuser" or "chronic sick leave abuser" of any and all consequences or 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.

8. A sick leave abuser shall be so designated for at



least 12 (12) months, and for at least the six (6) months following the designation the following shall apply:

- No scheduled overtime unless ordered
- No scheduled shift differential pay while on sick leave
- No swapping of shifts
- No attempt to place new tour schedule on pending status
- No eligibility for "preferred" assignments or designations

Sick leave abuser designation shall be removed if the employee does not sick leave during six (6) consecutive calendar months following such designation and is excused from that 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, indicative 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.

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 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 or duty recurrence 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.

11. When a member signs on sick leave with a line or duty recurrence 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. Catastrophic illness or injuries are exempt from any and all provisions of the sick leave management program.

13. 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.

14. 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.

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



IN WITNESS WHEREOF, the parties have hereunto set their
hand and seal this 4th day of December, 1995.

POU CE RENOUVELLEMENT ASSOCIATION

Gary Delarosa
Gary Delarosa, President

COUNTY OF NASSAU

Harold J. Taylor
County Executive

FOR THE NASSAU COUNTY CLERK'S DEPARTMENT

AGN 2/7

John M. Schmitt
J. M. SCHMITT
N. Y. S. J. C. State of New York
J. C. 1051807
Department of Nassau County
Application received February 2, 1996

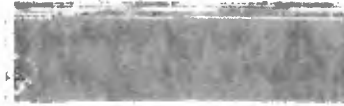
FOR THE NASSAU COUNTY CLERK'S DEPARTMENT

[Signature]

LONGEVITY PERCENTAGES

YEARS	
6	5.1%
7	1.51%
8	1.51%
9	1.51%
10	2.52%
11	2.52%
12	2.52%
13	2.52%
14	2.52%
15	3.71%
16	4.12%
17	4.76%
18	5.21%
19	5.71%
20	6.22%
21	6.71%
22	7.22%
23	7.73%
24	8.23%
25	8.74%

THESE PERCENTAGES ARE BASED ON THE ASSUMPTION THAT THE
 SUBJECT WILL LIVE TO THE AGE OF 25 YEARS AND BEYOND.



1. 06-27-1992 10:28:00

[Handwritten signature]

9.15.2

(A) Upon termination of service, the Commissioner of Police or a Deputy Commissioner of Police, in his discretion, shall decide whether an employee or his/her estate shall receive a lump sum cash payment for the cash payments due upon termination or shall receive payment in annual installments not to exceed ten (10) years.

(B) Once the Commissioner or Deputy Commissioner makes his decision the County must make such payment within thirty (30) days after the effective date of the employee's retirement or a later date which was requested by the employee and approved by the Commissioner or Deputy Commissioner, whichever is later.

(C) For purposes of terminal leave pay, years of completed service shall include time served as a member of any police force in New York State on a full pay status.

(D) The provisions of this subsection shall apply only to employees who begin their police service with Nassau County, or who were transferred to the County prior to January 1, 1975. Employees transferred to the County subsequent to January 1, 1975 shall be included for such benefits if the transferring municipality makes payment to Nassau County of the costs of such benefits.

(E) The Commissioner of Police or Deputy Commissioner of Police shall not exercise his discretion in an arbitrary or capricious manner, in a manner that is shocking to the conscience, in a manner that is discriminating, or in an unreasonable manner.

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10/1/96 BY SP-10/1/96

[Handwritten signature]

PBA VS SOA

CURRENT DISTRIBUTION OF TIME

	SOA	PBA
TIME OFF		
PRESIDENT	232	232
1ST VP	232	232
2ND VP	232	232
TREAS	156	208
REC SEC	104	208
POOL	104	208

TOTAL DAYS	1080	2278
MEMBERS	600	2178
TIME PER MEMBER	2.12	1.05
*SOA HIGH		

NEW

	TIME OFF	SOA	PBA	
PRESIDENT	PRESIDENT	232	232	PRESIDENT
1ST	1ST VP	232	232	1ST
2ND	2ND VP	232	232	2ND
TREAS	TREAS	156	232	TREAS
CORR	REC SEC	104	208	CORR
REC	POOL	104	208	REC
SGT ARMS			208	SGT ARMS
POOL			1725	POOL

TOTAL DAY	1080	2677
MEMBERS	500	2178
TIME PER MEMBER	2.12	1.23
*SOA HIGH		
*VALUE OF 750 X 12		11.25

new PBA
TIME SF

MEMORANDUM OF AGREEMENT AND UNDERSTANDING made this day of _____, 1998, by and between the County of Nassau, a municipal corporation in the State of New York having its principal place of business at 1 West Street, Mineola, New York 11501 (hereinafter called "COUNTY") and the Police Benevolent Association of the Police Department, County of Nassau, an employee organization having its principal place of business at 89 Jericho Turnpike, Mineola, New York 11501 (hereinafter called "PBA").

WITNESSED:

WHEREAS, the COUNTY is a public employer as defined in said law; and

WHEREAS, the PBA is a public employee organization as defined in said law; and

WHEREAS, an interest arbitration award to which the County and the PBA were parties dated August 29, 1997, in pertinent part, awarded Education Pay.

NOW, THEREFORE it is hereby agreed by and between the parties as follows:

1. Effective January 1, 1998 there shall be Education Pay in the amount of \$500,000 per year.
2. The County shall reimburse police officers equally up to 50% of the total tuition for undergraduate courses completed. In the event the tuition reimbursement

for all police officers exceeds, in any one year, \$500,000.00, the amount of reimbursement for each individual shall be adjusted so as to provide for pro rata equal amounts of reimbursement for all police officers approved for reimbursement with the total cost not to exceed \$500,000.00 per year. For example, if it becomes necessary to reduce the annual reimbursement by 10% to stay at the \$500,000 annual amount then the individual's reimbursement shall be reduced by 10% in order to stay at the \$500,000 annual amount.

3. In the event there are any Education Pay funds remaining, after the undergraduate tuition reimbursement is allocated, police officers shall be equally reimbursed up to 50% of the tuition for graduate courses completed. In the event the graduate course tuition reimbursement causes education pay to exceed the \$500,000 annual amount then the payment of tuition reimbursement for graduate course(s) only shall be equally adjusted by a pro rata reduction of the reimbursement for all police officers approved for graduate course reimbursement as indicated above in this paragraph.

4. It is understood that all police officers who submit for education pay and are approved will receive tuition reimbursement of up to 50% of the total tuition.

5. Application for reimbursement must be submitted to the Office of Personnel and Accounting no later than March 31 each year for courses completed in the prior academic year. Reimbursement for completed undergraduate and graduate course(s) shall be paid no later than June 1 each year. For example, application for

reimbursement for courses completed in the Spring 1998 and the Fall 1998 semesters shall be submitted by March 31, 1999 and paid no later than June 1, 1999.

6. The terms of paragraph 22 of the unratified Memorandum of Agreement between the parties, attached, shall govern Education Pay except as modifies in this Memorandum of Agreement and Understanding.

ACCEPTED AND AGREED ON BEHALF
OF THE COUNTY OF NASSAU

ACCEPTED AND AGREED ON BEHALF
OF THE POLICE BENEVOLENT
ASSOCIATION OF THE POLICE DEPARTMENT,
COUNTY OF NASSAU, INC.

ACCEPTED AND AGREED ON BEHALF OF
THE POLICE DEPARTMENT, COUNTY OF
NASSAU