

AWARD

1. Term of Award

The term of this Award shall be January 1, 2007 - December 31, 2012.

2. Wages

Wages shall be paid in accordance with the following:

A. Effective April 1 of each year of the contract: a one percent increase for new Steps 3-8, and a four percent increase for new Step 9, codified in the Attached Appendix A.

B. Wage and longevity increases set forth herein due for the period April 1, 2007 to September 30, 2007, shall be paid on January 1, 2009; and wage and longevity increases set forth herein due in 2008 for the period from April 1, 2008 to August 31, 2008, shall be paid on January 1, 2010.

(i) An officer who separates from service prior to the above mentioned pay dates shall receive the full value of the deferred payment upon retirement.

(ii) In all cases, the deferred payments will be paid out at the rate applicable when it was earned.

C. There shall be an additional full year salary step (Step 2) of \$45,000, which will expire effective December 31, 2012. Effective that date, this \$45,000 step will become the new step one. Also, on this date, a new step two will be implemented. The new step 2 shall consist of two parts. Part (A) shall be \$57,000 and be paid for the first six months of step 2 and Part (B) shall be the old

Step 3 rate and will be in effect for the next 6 months. This provision is codified in the Attached Appendix A.

3. No Layoff Provision

The provision related to Layoffs contained in the 2001-2006 Award shall be continued for the period January 1, 2007 through December 31, 2012.

4. Re-Opener Clause

The PBA shall be entitled to re-open negotiations over terms and conditions of employment, including the right to return to this Panel in an Interest Arbitration proceeding, in the event any current or future law enforcement bargaining unit agrees or is awarded a change in overall terms and conditions of employment for the period 2007-2012 inconsistent with the pattern set forth in this Award.. For purposes of this provision, current law enforcement units are DAI, SOA, SHOA and IPBA.

5. Minimum Staffing

A. Additional Minimum Staffing Relief: The following exceptions will apply to the minimum staffing requirements in each of the 8 precincts:

1. Relief for Directed Patrol and Training (Status 3): Each of the eight precincts is permitted, once per tour, to use three patrol cars, at "Status 3," for up to three hours each for either directed patrol within the precinct or training within the precinct. However, if the precinct utilizes any "417" reduction during a tour, as described in the September 14, 2003 Interest Arbitration Award (referred to

herein as "417 Reduction"), the precinct is only permitted (during such tour the "417" is in effect) to use two patrol cars (once per tour), at "Status 3," for up to three hours each for either directed patrol or training. The three, or two, "Status 3" patrol cars that are referenced herein may be used at the same time for up to three hours each or at different times during a tour for up to three hours each.

The "Status 3" flexibility described in the above paragraph may not be invoked:

- a) during the hours when any parade and/or fun run exception is being utilized, as described in the September 14, 2003 Interest Arbitration Award (but may be used during other parts of such tour); and/or
- b) during the hours when any post/sector within a precinct is vacant due to the 5-hour rule or 9-hour rule (but may be used during the tour after all such cars return to service).

2. New Radio System Training: When radio training is being conducted for the Department's new radio system, the following flexibility will replace sub-paragraph (1) above: Each precinct may use up to three patrol cars, at "Status 3," for up to four hours each for such training at multiple times during the tour (e.g., three cars for four hours from 0700-

1100; another three cars for four hours from 1100-1500 and another three cars for four hours from 1500-1900).

- a) However, if there is any post/sector within a precinct that is vacant due to the 5-hour rule or 9-hour rule, the number of patrol cars that may be placed "Status 3" for the new radio system training will be reduced by the number of such vacancies until such vacancies are filled.
- b) However, if any "417" Reduction is being utilized, only two patrol cars, for up to four hours each, may be placed "Status 3" at multiple times during the tour.

- 3. Emergency Mobilization Drills: Once per year, each precinct shall be permitted to conduct an emergency mobilization drill within the County and the Department may utilize multiple precincts for such drill. This training may not be conducted during the hours when the flexibility described in paragraph (1) and/or (2) above, or the parade/fun run exception described in the September 14, 2003 Interest Arbitration Award are utilized.

Additionally, each precinct shall be limited to up to four cars to respond to this drill.

- 4. Status 1 flexibility. The Department may direct patrol cars to adjoining posts to conduct high accident frequency enforcement or

other directed patrol activities without limit, so long as such cars remain on Status 1.

5. 417 Restriction: From April 1st through November 1st, not more than one "417" Reduction may be utilized by each precinct for each night tour (1900 hours to 0700 hours) on Thursdays, Fridays and Saturdays.
6. The Department and the PBA shall meet to implement the above. The Department shall issue an order setting forth the parameters contained in paragraphs 1-5, above.
7. Any other restrictions or flexibility related to minimum staffing issues in previous Awards will remain in full force and effect unless specifically modified by this section.

B. 5th Precinct Radio Cars

RMP (radio motor patrol) cars 501 and 509 are to be staffed by two police officers at all times. This shall go into effect immediately following the graduation of the new academy class in July 2007. The parties will meet to discuss ways in which to use existing resources, including civilianization to fund these positions, and if mutually agreed such changes can be implemented without further action by this Panel. The parties will meet periodically to discuss whether different sectors in the 5th Precinct should be staffed by two officers instead of 501 and 509, and if

mutually agreed, such change can be implemented without further action from this Panel.

6. Special Assignment Pay

Effective January 1, 2008, AMT's assigned to the Aviation unit shall receive the same assignment pay received by members of the BSO.

7. Legal Benefit Fund

The Legal Benefit Fund shall be increased by the following amounts:

Effective January 1, 2008	\$175,000
Effective January 1, 2009	\$25,000
Effective January 1, 2010	\$25,000
Effective January 1, 2011	\$25,000

8. Equipment Allowance

Equipment allowances shall be increased to the following amounts:

Effective January 1, 2008	\$975
Effective January 1, 2009	\$1,000
Effective January 1, 2011	\$1,025
Effective January 1, 2012	\$1,050

9. Longevity

Longevity payments shall be increased by the following amounts for each year of service for which longevity is paid:

Effective April 1, 2007	\$25
Effective April 1, 2008	\$25
Effective April 1, 2009	\$25
Effective April 1, 2010	\$25
Effective April 1, 2011	\$25

10. Benefit Fund

Effective January 1, 2010, the County shall contribute \$1,200 per active officer annually to a Police Officer's Benefit Fund. The Fund will become effective January 1, 2011, at which point the Fund will assume responsibility for optical and dental benefits currently provided. No change is made with respect to the County's obligation for current or future retiree optical.

11. Education Fund

Effective as of the date of this Award, the County's contribution to the Education Fund shall be reduced by \$175,000 annually.

12. Health Insurance

a. Effective as soon as practicable, Police Officers may not have a County health insurance plan if their spouse or recognized domestic partner who is also a County employee (including but not limited to employees of the Nassau County Community College and the Nassau University Medical Center) also has a County health insurance plan. The police officer and spouse/domestic partner will decide which will decline coverage. If agreement cannot be reached the police officer will decline coverage (if two police officers, then the officer who declines shall be per NYSHIP rule). In either event, the party declining coverage will receive the applicable buyback. If the out of pocket costs that would have been covered by the spouse's plan exceeds the value of the buyback, the County shall reimburse the employee. Alternatively, the County may elect to maintain

the dual health coverage if it anticipates that the out of pocket costs are such that it is economically efficient to do so.

b. The parties will establish, and the County shall fund, the HICCC as discussed in our Opinion, above

13. Quarter Days (Extra Hours)

The following schedule concerning quarter days shall be adopted:

2007 - Eliminate one quarter day.

2008 - Eliminate two quarter days, and change to bi-annual days.

2009 - Eliminate three quarter days.

2010 No quarter days this year or hereafter.

In addition, in 2007, the first 24 hours of overtime after the date of this Award shall be paid at straight time (1985) rates. In 2008, the first 48 hours of overtime shall be paid at straight time (1985) rates. In 2009, the first 36 hours of overtime shall be paid at straight time (1985) rates. Thereafter, all overtime worked shall be paid at overtime rates.

14. Funeral Expenses

Effective the date of this Award, the reimbursement for funeral expenses for Police Officers shall be increased to \$10,000.

15. Lag Payroll

Each member who had pay lagged as a result of the 1999 Lag Payroll Agreement may, choose to have the 10 days that were lagged placed into his or her 291 hours of compensatory time provided under Section 9.8-1(B) of the

parties' Collective Bargaining Agreement (as amended by the August 29, 1997 Interest Arbitration Award). In the event the affected member does not elect to utilize the above-described option, he or she shall receive payment for the 10 lagged days upon separation from service, as is the current process. Regardless of which option is chosen, however, the member may not use or cash out such time until retirement.

16. Termination pay

- a) Effective January 1, 2009, the divisor utilized to calculate termination pay shall be 2088 hours.
- b) Effective January 1, 2009, termination pay shall not exceed two times an Officer's salary (defined as base salary, longevity, shift differential and holiday pay) in his or her final year of service.
- c) These changes shall not apply to any deferred monies owed as a result of the 1992-1995 contract, the lag payroll or to the wage delays imposed in this Award.

17. Civilianization

The County may civilianize up to 30.6 positions during the life of this Award, 18.6 of which are to come from the teams unit of the Records Bureau. With respect to the remaining twelve positions, the parties shall meet in an effort to determine from which areas these positions are to be civilianized. If they are unable to agree, the Panel (which retains jurisdiction on this issue) shall resolve this dispute on an expedited basis.

18. Health and Safety

The County shall endeavor to provide safety standards for the protection of employees' well-being, commensurate within this context, to provide and maintain safe and healthful working conditions and to initiate and maintain operating practices that will safeguard employees.

The parties shall establish a labor/management committee that will meet periodically on health and safety issues.

19. Medscope

The parties are directed to discuss the issue of third party review (i.e., Medscope) for medical review and 207-C.

20. Testing

As of January 1, 2008, the Department may test for steroids under the same rules and procedures as currently in place for drug testing.

21. Arbitration Fees

Fees charged by arbitrators to administer the collective bargaining agreement shall be raised to \$1600. On January 1, 2009, this per diem shall be increased to \$1,700. On January 1, 2011, this per diem shall be increased to \$1,800.

22. Expedited Arbitration

Any grievance related to this Award or the Awards covering 2001-2006 shall be heard on an expedited basis by one of the neutral members of this Panel.

Such arbitration shall be scheduled within 15 days of notice by the Union to the County.

23. Contemplation of Retirement

Section 17 of the 1997 PBA Interest Arbitration Award shall be replaced with the following. A member who is eligible for retirement and has submitted retirement papers shall, on a one time basis, be permitted to take up to 30 calendar days off by using non-convertible cash and/or compensatory time only. This request shall not be unreasonably denied by the Department.

24. Work Charts

The parties are directed to meet and discuss new charts for marine and aviation bureaus. The Panel will retain jurisdiction on this issue. If no agreement is reached, either party may request that the Panel issue a final and binding decision on the matter.

25. Other Proposals

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

APPENDIX A

PBA Projected Base Salary Scale - Years 2007 - 2012 (assumes education pay in steps 3-9)

Pay Step	12/31/06	4/1/07	4/1/08	4/1/09	4/1/10	4/1/11	4/1/12	12/31/12	12/31/12
	Base Sal	Base Sal	Base Sal	Base Sal	Base Sal	Base Sal	Base Sal	Pay Step	Base Sal
01	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000	Step 1	\$45,000
02		\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	Step 2A	\$57,000
03	\$65,560	\$66,216	\$66,878	\$67,547	\$68,222	\$68,904	\$69,593	Step 2B	\$69,593
04	\$70,839	\$71,547	\$72,262	\$72,985	\$73,715	\$74,452	\$75,197	Step 3	\$75,197
05	\$76,119	\$76,880	\$77,649	\$78,425	\$79,209	\$80,001	\$80,801	Step 4	\$80,801
06	\$82,227	\$83,049	\$83,879	\$84,718	\$85,565	\$86,421	\$87,285	Step 5	\$87,285
07	\$85,977	\$86,837	\$87,705	\$88,582	\$89,468	\$90,363	\$91,267	Step 6	\$91,267
08	\$88,338	\$89,221	\$90,113	\$91,014	\$91,924	\$92,843	\$93,771	Step 7	\$93,771
09	\$92,432	\$96,129	\$99,974	\$103,973	\$108,132	\$112,457	\$116,955	Step 8	\$116,955

** Years 2007 - 2012 include a 1% COLA to Steps 03 - 08 and a 4% COLA to Step 09 annually.

Nassau County/PBA

DATED:

6/30/07



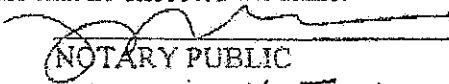
John M. Donoghue, Esq.,
Chairman
Interest Arbitration Panel

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On this 30th day of June, 2007, 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

Jennifer L. Van Tuij

Notary Public

State of New York

Qualified Dutchess County

Commission Expires 3/31/09

DATED

July 3, 2007

Nassau County/PBA

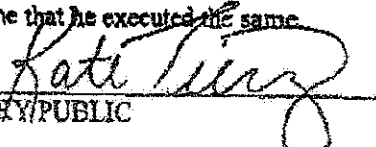

Martin F. Scheinman, Esq.,
Neutral Member
Interest Arbitration Panel

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On this 2nd day of July, 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 TIERNEY
Notary Public, State of New York
No. 01720100000
Qualified in Queens County
Commission Expires November 7, 2009

Nassau County/PBA

DATED:

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

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

On this _____ day of _____, 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.

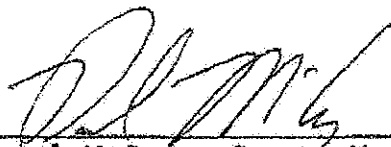
NOTARY PUBLIC

Nassau County/PBA

Concur ✓

Dissent _____

DATED:

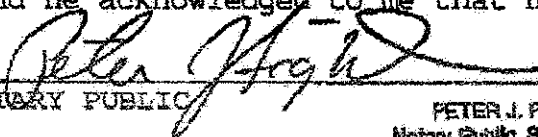

Daniel McCray, County Member
Interest Arbitration Panel

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On this 29th day of June, 2007, before me personally came and appeared DANIEL MCCRAY, County Member of the Interest Arbitration Panel, 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 PUBLICPETER J. FAMIGHETTI
Notary Public, State of New York
No. 02FA6085180
Qualified in Nassau County
Expires December 31, 2009

Nassau County/PBA

Nassau County/PBA

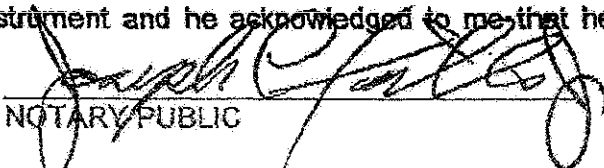
Concur ✓

Dissent _____

DATED:


Gary DeLaRaba, PBA Member
Interest Arbitration Panel

On this 28th day of June, 2007, before me personally came and appeared GARY DELARABA, PBA Member of the Interest Arbitration Panel, 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. 015400000
Qualified in Nassau County
Commission Expires March 6, 2011