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Contract Database Metadata Elements

Title: **Nassau, County of and Nassau County Detectives Association (2007)**

Employer Name: **Nassau, County of**

Union: **Nassau County Detectives Association**

Effective Date: **01/01/07**

Expiration Date: **12/31/12**

PERB ID Number: **7910**

Unit Size:

Number of Pages: **17**

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In the Matter of the Interest :
Arbitration :
: Opinion and Award
- Between - :
: NASSAU COUNTY :
: "County" :
: - and - :
: NASSAU COUNTY DETECTIVES :
ASSOCIATION :
: "DAI" :
-----x

APPEARANCES

For the County

LAMB & BARNOSKY, LLP
Richard Zuckerman, Esq., Attorney
Michael Krauthamer, Esq., Attorney
Alyson Matthews, Esq., Attorney
Robert McGuigan, First Deputy Commissioner of Police
Patrick O'Connor, Chief of Detectives

For the DAI

CERTILMAN, BALIN, ADLER & LYMAN, LLP
Michael Axelrod, Esq., Attorney
Jennifer A. Bentley, Esq., Attorney
Paul S. Linzer, Esq., Attorney
Nicholas Ewen, 1st Vice-President
Michael Walsh, 2nd Vice-President
Frank Allaire, Treasurer
Wayne Birdsall, Trustee
John Conley, Trustee
Glenn Ciccone, Delegate
Michael Gillbride, Delegate
Thomas Storz, Delegate

**BEFORE: HOWARD C. EDELMAN, ESQ., CHAIRMAN
MARTIN F. SCHEINMAN, ESQ., NEUTRAL MEMBER
JOHN DONOGHUE, ESQ., NEUTRAL MEMBER
DANIEL MCCRAY, ESQ., EMPLOYER MEMBER
THOMAS WILLDIGG, UNION MEMBER**

AWARD**1. Term of Award**

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

2. Wages and Other Compensation

Wages shall be paid in accordance with the attached Exhibit A and shall be effective as follows:

For 2007 - effective July 1, 2007

For 2008 - effective July 1, 2008

For 2009 - effective July 1, 2009

For 2010 - effective June 1, 2010

For 2011 - effective June 1, 2011

For 2012 - effective June 1, 2012

Wages and longevity increases due for the period July 1, 2007 to December 31, 2007, shall be paid on the first business day in 2009.

Wages and longevity increases due for the period July 1, 2008 to October 31, 2008, shall be paid on the first business day in 2010.

- (i) A Detective 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 shall be paid out at the rate applicable when it was earned.

Nassau County Police Officers who are appointed Detectives on or after January 1, 2008 shall receive base salary wages of \$2,410 above what they would have earned as Police Officers until they reach the top of the PBA wage scale, had they remained in the PBA unit, but in no event will such Detectives earn more than Detectives already on the same step. At that time they shall be placed on the Detective wage scale at step one. Each step on that scale shall be of fifteen months duration for these Detectives. All deferrals of cash continue to apply. As of the making of Detectives on or after January 1, 2008, Detectives currently in Steps 3-5 will be adjusted pursuant to the modified salary schedule attached hereto.

The above has been codified in the salary schedule attached hereto as Exhibit A which is so ordered.

3. Quarter Day Tours and Overtime Hours

Effective January 1, 2012, Detectives shall no longer be required to work the extra quarter day tours.

Detectives shall work overtime hours at straight time as follows:

Effective January 1, 2008 - first 24 hours at straight
time
Effective January 1, 2009 - first 48 hours at straight
time
Effective January 1, 2010 - first 36 hours at straight
time
Effective January 1, 2011 - all extra hours shall be
paid at overtime rates

4. Shift Differential

Effective January 1, 2009, Detectives shall be paid
the shift differential for hours worked between 1530
(3:30 p.m.) and 0800 (8:00 a.m.).

5. Longevity

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

Effective June 1, 2010 - \$50

Effective June 1, 2011 - \$50

Effective June 1, 2012 - \$25

6. Equipment Allowance

Equipment allowances shall be increased by the
following amounts:

Effective January 1, 2008 - \$25

Effective January 1, 2009 - \$25

Effective January 1, 2011 - \$25

Effective January 1, 2012 - \$25

7. Legal Benefits

Effective January 1, 2008, the County shall
contribute \$50,000 per year for legal benefits for DAI

unit members. The selection of a legal benefit provider shall be made as soon as practicable.

8. Chart Changes

Detectives in Narcotics/Vice, D.A. and Electronic in these units shall work 1200 to 2400 hour tours of duty 7 days per week, with Chart Orange parameters and swings (i.e., 3 days on 4 days off, 2 days on 3 days off).

Crime Scene will work Chart Orange (0700-1900; 1900-0700).

These changes will be effective as soon as practicable but no later than 15 days after the date of this Award.

9. Night Platoon

Effective as soon as practicable and consistent with existing posting requirements, the Department shall have the right to establish a night platoon, working out of Central Office up to 7 days per week, 365 days per year. The tour of duty for these Detectives shall be ten hour tours of four days on and four days off.

10. Tour Overlap

Special Squad in Chart 13 or 13A will work two tours; i.e., a day tour of 0700 hours to 1600 hours and a night tour of 1600 hours to 0100 hours. Precinct Squads, Juvenile Aid Squad and Special Investigation

Squad in the 10 hours Chart 15A will work a day tour of 0700 hours to 1700 hours and a night tour of 1530 hours to 0130 hours. One Detective on the night tour from each of these squads will be assigned to work 1600 hours to 0200 hours except in the 1st, 3rd and 5th Squads where up to two detectives may be assigned to work 1600 hours to 0200 hours. One Detective from the day tour from each of these squads may be assigned to work 0600 hours to 1600 hours.

11. Tour Changes

As soon as practicable but no later than 15 days after the date of this Award the County will be permitted to change tours for all Detectives up to eight times per year (except for those in Narcotics/Vice, D.A. and Electronic squads, which is addressed in the next paragraph). In addition, Detectives will receive 24 hours' notice of the first change of the tour. However, in the event that the changes continue for consecutive days (e.g., if a court appearance or other detail continues beyond the first day of the tour), the Detective will receive notice by the end of the previous tour. For changing night tours to days, the change will begin on the first day of the tour. For changes from days to nights, the change will occur on the last day of

the tour. For Detectives assigned to steady nights the change from night to days may occur at any time (with 24 hours' notice) during any day of the tour so long as the Detective gets 9 hours rest between tours.

For Detectives working the twelve hour tours in the Narcotics/Vice, D.A. and Electronic Surveillance squads, the number of permitted tour changes shall be twelve per year. The change will be from 1200 hours - 2400 hours to 0800 hours-2000 hours. In addition, the change will occur on the first day of the tour and the Detective will receive 24 hours' notice. However, in the event that the changes continue for consecutive days (e.g., if a court appearance or other detail continues beyond the first day of the tour), the Detective will receive notice by the end of the previous tour.

For all Detectives, regardless of the squad in which they serve, the tours may be changed for court appearances, training, details, investigations, short roll call or any other law enforcement purposes.

These tour changes shall be in addition to those that currently exist for new detectives.

12. **Health Insurance**

Effective as soon as practicable, Detectives 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 County Health Corporation) also has a County health insurance plan. The Detective and spouse/domestic partner will decide who will decline coverage. If agreement cannot be reached, the Detective will decline coverage (if they are both Detectives, then the Detective who declines shall be as per NYSHIP rules). In either event, the party declining coverage will receive the applicable buy-back. If the out-of-pocket costs that would have been covered by the spouse's plan exceed the value of the buy-back, 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.

13. Termination Pay

Effective June 30, 2009, the denominator for the calculation of termination pay shall be 2088 and termination pay shall be capped at two times the Detective's salary (defined as base salary, shift differential, holiday pay and longevity pay).

14. No Layoff Provision

The proposal for a no-layoff clause is rejected.

However, if the County proposes or implements layoffs of unit members during the period January 1, 2008 through December 31, 2012, the DAI may reconvene this Panel, which retains jurisdiction on this matter.

15. Range Days

Effective January 1, 2010, Detectives shall be required to requalify on the range on work time.

16. Funeral Expenses

Effective the date of this Award, the reimbursement for funeral expenses for line-of-duty occurrences for Detectives shall be increased to \$10,000.

17. Re-Opener Clause

The DAI 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 police pattern set forth in this Award. For purposes of this provision, current law enforcement units are PBA, SOA, ShOA and IPBA.

18. 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 or compensatory time provided under the parties' Collective Bargaining Agreement and subsequent Interest Arbitration Awards. 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.

19. 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.

20. Testing

As of the date of this Award, the Department may test for steroids under the same rules and procedures as are currently in place for drug testing.

21. Expedited Arbitration

Any grievance related to this Award or the Awards covering 2001-2006 shall, upon petition, 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 DAI to the County.

In addition, this Panel retains jurisdiction over the interpretation, implementation and application of this Award. Thus, should a dispute arise either party may invoke the jurisdiction of this Panel who has the authority to issue a final and binding ruling.

22. Sick Leave

Effective January 1, 2009, sick leave shall be reduced from 26 to 24 days per year per Detective.

23. Arbitration Fees

Fee charged by Arbitrators to administer the Collective Bargaining Agreement shall be raised to \$1,600. On January 1, 2009 the stipend shall be \$1,700. Effective January 1, 2011 the stipend shall be \$1,800.

25. Other Proposals

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

Nassau County/DAI
Interest


Arbitration

CONCUR

DISSENT

DATED:


Thomas Willdigg, DAI Member
Interest Arbitration Panel


NICOLAS L. EWEN
Notary Public, State of New York
Reg. No. 01EW4605409
Qualified in Nassau County
Commission Expires 11/30/09

Nassau County/DAI
Interest Arbitration

DATED: January 9, 2008 Howard C. Edelman
Howard C. Edelman, Esq.,
Chairman
Interest Arbitration Panel

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

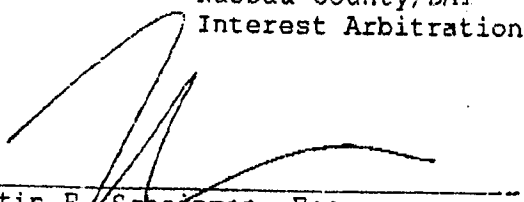
On this 9TH day of January 2008, before me personally came and appeared HOWARD C. EDELMAN, ESQ., Chairman, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Mary Halberstadt
NOTARY PUBLIC

MARY HALBERSTADT
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01HA6101766
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES NOVEMBER 17, 2011

Nassau County/DAI
Interest Arbitration

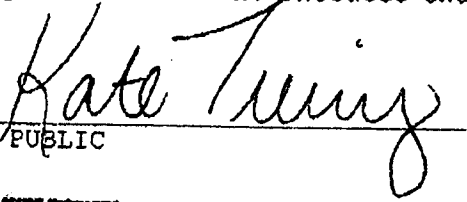
DATED: January 9, 2008



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

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

On this 9th day of January, 2008, 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.

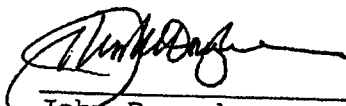


NOTARY PUBLIC

KATE TIERNEY
Notary Public, State of New York
No. 0716120008
Qualified in Queens County
Commission Expires November 7, 2009

Nassau County/DAI
Interest Arbitration

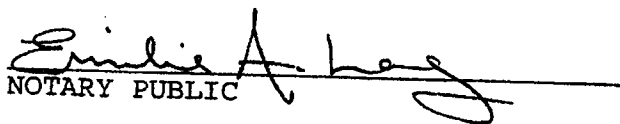
DATED: 1/9/08



John Donoghue, Esq.,
Neutral Member
Interest Arbitration Panel

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

On this 9th day of January 2008, before me personally came and appeared JOHN DONOGHUE, 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

EMILIE A. LONG
Notary Public, State of New York
No. 01LO6135780
Qualified in Orange County
Commission Expires 10/24/ 09

Nassau County/DAI
Interest Arbitration

CONCUR *X*

DISSENT _____

DATED: *1/9/08*

[Handwritten Signature]
Daniel McCray, Esq., County Member
Interest Arbitration Panel

[Handwritten Signature]

KATE TIERNEY
Notary Public, State of New York
No. 01T6196536
Qualified in Queens County
Commission Expires November 7, 2009

I Detectives Currently In Steps

New Wage Schedule for Incumbent Detectives detailed after 9/1/2004

Step	2006 Base W/Ed Pay	Wage Increase 7/1/07	Adjust pre 4/1/08 hires	7/1/08	7/1/09	6/1/10	6/1/11	6/1/12	
1	\$95,537	\$96,492	\$98,539	\$102,384					
2	\$97,377	\$98,351	\$99,539	\$103,384	\$107,383				3.87%
3	\$99,217	\$100,209	\$100,209	\$104,455	\$108,500	\$112,704			3.87%
4	\$101,057	\$102,068	\$102,068	\$106,376	\$110,617	\$113,542	\$117,867		3.99%
5	\$102,897	\$103,926	\$103,926	\$108,447	\$116,967	\$121,354	\$125,904		7.86%
6	\$104,737	\$108,665	\$108,665	\$112,740	\$116,967	\$121,354	\$125,904	\$130,626	3.75%

Detectives advance one step every twelve months on anniversary date.

II New Hire/Promotion Wage Progression Schedule from Top PO Step::

Step	7/1/07	7/1/08	7/1/09	6/1/10	6/1/11	6/1/12		
1	\$98,539	\$102,384	\$106,383	\$110,542	\$114,867	\$119,365		3.91%
2	\$99,539	\$103,384	\$107,383	\$111,542	\$115,867	\$120,365		3.87%
3	\$100,539	\$104,384	\$108,383	\$112,542	\$116,867	\$121,365		3.83%
4	\$101,539	\$105,384	\$109,383	\$113,542	\$117,867	\$122,365		3.79%
5	\$102,539	\$106,384	\$110,383	\$114,542	\$118,867	\$123,365		3.76%
6	\$108,665	\$112,740	\$116,967	\$121,354	\$125,904	\$130,626		3.00%

Detectives advance one step every fifteen months under new progression schedule.

III New Hire/Promotion Wage Progression Schedule from under Top PO Step::

Step From		7/1/07	7/1/08	7/1/09	6/1/10	6/1/11	6/1/12
PO Step 4	Det 1.4	\$71,547	\$74,672	\$75,395	\$76,125	\$76,862	\$77,607
PO Step 5	Det 1.5	\$79,290	\$80,059	\$80,835	\$81,619	\$82,411	\$83,211
PO Step 6	Det 1.6	\$85,459	\$86,289	\$87,128	\$87,975	\$88,831	\$89,695
PO Step 7	Det 1.7	\$89,247	\$90,115	\$90,992	\$91,878	\$92,773	\$93,677
PO Step 8	Det 1.8	\$91,631	\$92,523	\$93,424	\$94,334	\$95,253	\$96,181
PO Step 9	Det Step 1	\$98,539	\$102,384	\$106,383	\$110,542	\$114,867	\$119,365

Detectives advance one step every twelve months then follow New Hire fifteen month progression schedule.

Supporting Details for Table III Based on PO Schedule:

Each step is for 12 months until Det Step 1 is reached.

Detailed After		7/01/2007	7/01/2008	7/1/2009	6/1/2010	6/1/2011	6/1/2012
PO Step 4		\$71,547	\$72,262	\$72,985	\$73,715	\$74,452	\$75,197
Additional		\$2,410	\$2,410	\$2,410	\$2,410	\$2,410	\$2,410
Start	Det 1.4	\$73,957	\$74,672	\$75,395	\$76,125	\$76,862	\$77,607
PO Step 5		\$76,880	\$77,649	\$78,425	\$79,209	\$80,001	\$80,801
Additional		\$2,410	\$2,410	\$2,410	\$2,410	\$2,410	\$2,410
Start	Det 1.5	\$79,290	\$80,059	\$80,835	\$81,619	\$82,411	\$83,211
PO Step 6		\$83,049	\$83,879	\$84,718	\$85,565	\$86,421	\$87,285
Additional		\$2,410	\$2,410	\$2,410	\$2,410	\$2,410	\$2,410
Start	Det 1.6	\$85,459	\$86,289	\$87,128	\$87,975	\$88,831	\$89,695
PO Step 7		\$86,837	\$87,705	\$88,582	\$89,468	\$90,363	\$91,267
Additional		\$2,410	\$2,410	\$2,410	\$2,410	\$2,410	\$2,410
Start	Det 1.7	\$89,247	\$90,115	\$90,992	\$91,878	\$92,773	\$93,677
PO Step 8		\$89,221	\$90,113	\$91,014	\$91,924	\$92,843	\$93,771
Additional		\$2,410	\$2,410	\$2,410	\$2,410	\$2,410	\$2,410
Start	Det 1.8	\$91,631	\$92,523	\$93,424	\$94,334	\$95,253	\$96,181
PO Step 9		\$96,129	\$99,974	\$103,973	\$108,132	\$112,457	\$116,955
Additional		\$2,410	\$2,410	\$2,410	\$2,410	\$2,410	\$2,410
Start	Det Step 1	\$98,539	\$102,384	\$106,383	\$110,542	\$114,867	\$119,365

Begin 15 month 6 step program