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In the Matter of the Interest :
Arbitration :

- Between - :

COUNTY OF NASSAU : Detectives
Interest Arbitration
"County" : Award

- and - :

COUNTY OF NASSAU DETECTIVES :
ASSOCIATION, INC. :

"DAI" :

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APPEARANCES

For the County

PROSKAUER ROSE, LLP
Neil Abramson, Esq., Attorney
Michael Lebowich, Esq., Attorney
Robert Bishop, Deputy Commissioner of Police

For the DAI

CERTILMAN BALIN ADLER & HYMAN
Michael C. Axelrod, Esq., Attorney

**BEFORE: MARTIN F. SCHEINMAN CHAIRMAN OF THE PANEL
JOHN M. DONOGHUE, ESQ., NEUTRAL MEMBER OF THE PANEL
HOWARD C. EDELMAN, ESQ., NEUTRAL MEMBER OF THE PANEL
ANTHONY CANCELLIERI, COUNTY MEMBER OF THE PANEL
THOMAS WILLDIGG, DAI MEMBER OF THE PANEL**

The parties are signatories to a Collective Bargaining Agreement which expired on December 31, 2000. Negotiations and mediation efforts failed to produce a successor Agreement. Consequently, the Interest Arbitration procedures set forth in Section 209.2 of the Civil Service Law of the State of New York ("Taylor Law") were invoked to resolve the dispute.

Hearings before the undersigned Panel were held on January 14, 2004; February 9, 2004; March 2, 22, 2004; May 4, 12, 2004; and June 21, 2004. In addition, the Panel and counsel met in executive session on July 22, 2004. Thereafter the parties submitted written closing arguments. When the Panel received them, we closed the record.

During the course of the proceedings, the parties agreed that, to expedite the issuance of our findings, the Panel would render an expedited Award to be followed within a reasonable period of time by an Opinion and re-issued Award. They also agreed that certain issues not addressed in this Award would be determined after additional hearings are held. Therefore, and based solely on the evidence adduced at the hearings and the arguments advanced by the parties and the criteria set forth in Section 209.4 of the Taylor Law, We issue the following Award.

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 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, Detectives shall be granted longevity payments totaling \$300 per year effective their first year of eligibility, to the same extent as Police Officers.

4. Hourly Calculations

Effective January 1, 2005, the denominator utilized to calculate holiday pay, overtime and shift differentials shall be 1985 hours.

5. Shift Differentials

Effective January 1, 2005, Section 8.14 of the expired Collective Bargaining Agreement shall be retitled "Shift Differential." Also, effective that date, the shift differential for Detectives

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; and any hours previously paid which fell outside this period shall no longer receive the shift differential.

6. Extra Hours

Effective January 1, 2005, Detectives shall work an additional 48 hours consisting of six (6) eight (8) hour tours. At least one (1) week's notice shall be given to each Detective of the tours to be worked. These tours shall not be scheduled on a holiday or approved vacation or on a day immediately preceding or following a vacation.

Detectives shall receive their regular rate of pay for working the additional 48 hours. Such compensation shall be incorporated into Detectives' base wages, and shall be subject to the wage increase effective January 1, 2005.

7. Education Incentive Pay

All Detectives employed by the County in any sworn officer capacity as of September 6, 2004, shall receive an annual Education Incentive Pay stipend as listed below. Detectives who did not receive Education Pay as Police Officers shall receive

Education Incentive Pay provided they have completed 124 hours of college credits.

Education Incentive Pay Stipend

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

Effective December 31, 2006 education pay shall be incorporated into base wages.

8. Administration Expenses Reimbursement Fund

Effective January 1, 2005, there shall be established a fund to pay for administrative expenses incurred in the furtherance of the DAI's role as exclusive bargaining agent for Detectives. The County shall reimburse the DAI \$35,000 for such expenses, \$17,500 on January 1 of each year and \$17,500 on July 1 of each year.

9. Moving Expenses

The County shall make a one (1) time payment of \$35,000 to the DAI for costs incurred in moving its offices.

10. Holidays

Effective January 1, 2005, Flag Day shall be eliminated as a paid holiday.

11. Travel Time

Effective January 1, 2005, pay for travel time for Detectives shall be eliminated.

12. Termination Pay and Other Payments Upon Retirement

Effective January 1, 2006, the denominator utilized to calculate termination pay (and other payments upon retirement) shall be 1985 hours.

13. Rent

Effective January 1, 2005, Section 8.20-10 (Rent) of the Agreement shall be deleted.

14. Narcotics and Homicide Units

Effective January 1, 2005, Detectives newly appointed to the Narcotics or Homicide Units may be required to work up to 26 weekend days per year. The hours per tour and appearances per year shall be the same as for those Detectives currently serving in these units.

15. New Hire Wage Scale

The salary schedule for Detectives promoted to this rank after September 15, 2004, shall contain six (6) steps. Each step shall be computed by taking the difference between the maximum and minimum in effect on this date and dividing the result by five. This result shall be applied to each step. Thus, for example, if the minimum is \$80,000 and the maximum is \$90,000, the second step shall be \$82,000 or 1/5th of \$10,000 (the difference between

\$80,000 and \$90,000) plus \$80,000.

16. Association Days

Effective January 1, 2004, Association Days shall be increased from 105 to 150. Effective January 1, 2005, Detectives receiving stipends as Executive Board members shall have their time as Delegates counted toward payment of this stipend.

17. Charts

Current charts in the precincts and respective units shall be memorialized and incorporated into the Collective Bargaining Agreement as a term and condition of employment.

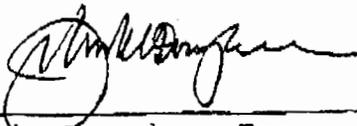
18. Equipment Allowance

Effective January 1, 2005, the equipment allowance shall be reduced from \$950 per year to \$550 per year.

19. Gun Requalification

Effective January 1, 2005, Detectives shall be required to make one (1) additional appearance per year with no added compensation for the purpose of gun requalification. Each appearance shall not exceed ten (10) hours.

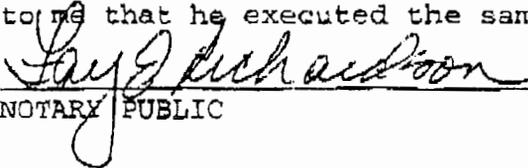
Nassau County - DAI

DATED: 9/30/04 

 John Donoghue, Esq.,
 Neutral Member
 Interest Arbitration Panel

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

On this 30th day of Sept. 2004, 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

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

Nassau County - DAI

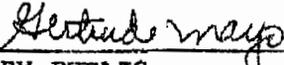
DATED:



Anthony Cancellieri, County Member
Interest Arbitration Panel

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

On this 30th day of September 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.



NOTARY PUBLIC

GERTRUDE MAYO
Notary Public, State of New York
No. 4827125
Qualified in Nassau County
Commission Expires Feb. 28, 2007

