

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION NO. 77-C-1881
)	
NASSAU COUNTY, et al.,)	
)	
Defendants.)	
_____)	

CONSENT ORDER

On April 21, 1982, the District Court approved and entered a Consent Decree, agreed to by plaintiff United States and defendant Nassau County, which resolved this suit of the United States against the County for discriminating against blacks, Hispanics and females with respect to employment opportunities in the Nassau County Police Department (the "NCPD").

Part VI of the Consent Decree requires, inter alia, that Nassau County provide remedial relief (including the award of up to \$1,300,000.00 in back pay, offers of employment as a police officer in the NCPD and retroactive seniority in that job) to those blacks, Hispanics and females who were unlawfully denied appointment as a police officer (or, formerly, police patrolman) in the NCPD. Part VI of the Consent Decree also sets forth a mechanism by which the entitlement of individual blacks, Hispanics

and females to the remedial relief provided under the Decree is to be determined, either by agreement between the United States and Nassau County or, absent agreement, by the Court.

Counsel for the United States and Nassau County have met and continue to meet for the purpose of fully implementing the remedial provisions of Part VI of the Consent Decree, and the parties have reached agreement as to the entitlement to relief under the Decree of some of the blacks, Hispanics and females the United States has alleged have been the victims of unlawful employment discrimination, as well as to a process and time-frame for determining the entitlement to relief under the Decree of the remaining alleged victims.

More particularly, plaintiff United States and defendant Nassau County hereby agree and consent, and IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that:

1. Each of the individuals whose name appears upon Appendix A attached hereto: should have been appointed as a police officer (or, formerly, police patrolman) in the NCPD on the date indicated; is entitled to a back pay award in the amount indicated; and, in accordance with the provisions of the Consent Decree, may be entitled to an offer of employment as a police officer in the NCPD with retroactive seniority in that rank as of the date the parties have agreed he or she should have been so appointed.

2. In implementing the relief set forth in Paragraph 1 of this Consent Order, Nassau County shall follow, where applicable,

Paragraphs 46, 59 and 71, as well as Part VII of the Consent Decree. Conversely, each of the individuals whose name appears upon Appendix A shall, as a condition of his or her receipt of such relief, sign and return a written release in accordance with Paragraph 72 of the Consent Decree.

3. Subject only to the results of a customary criminal background check, each of the individuals whose name appears upon Appendix B attached hereto: should have been appointed as a police officer (or, formerly, police patrolman) in the NCPD on the date indicated; is entitled to a back pay award in the amount indicated; and, in accordance with the provisions of the Consent Decree, may be entitled to an offer of employment as a police officer in the NCPD with retroactive seniority in that rank as of the date the parties have tentatively agreed he or she should have been so appointed.

4. Absent a showing of good cause, Nassau County shall, within sixty (60) days from the date of entry of this Consent Order: complete its criminal background check with respect to each of the individuals whose name appears upon Appendix B attached hereto; and advise the United States as to which of those individuals, if any, the County believes is not entitled to relief under the Consent Decree, because his or her background was of the type which clearly would have disqualified him or her for appointment as a police officer in the NCPD. Thereafter, the United States and Nassau County shall have thirty (30)

days within which to seek to agree as to the entitlement to relief of each of those individuals, whose name appears upon Appendix B attached hereto. If after such thirty (30) day period the United States and Nassau County are unable to reach agreement as to the entitlement to relief of any of those individuals, then as to any disputed individual the Court, after an evidentiary hearing, shall decide. Nassau County shall have the burden of demonstrating to the Court, by clear and convincing evidence, that any disputed individual is not entitled to relief under the Consent Decree because his or her background was of the type which clearly would have disqualified him or her for appointment as a police officer in the NCPD. Each of those individuals whose name appears upon Appendix B attached hereto, who the United States and Nassau County agree or absent agreement the Court decides is entitled to relief under the Consent Decree, shall be entitled to such relief in accordance with the provisions of the Consent Decree as implemented by Paragraph 2 of this Consent Order.

5. For any individual whose name appears upon Appendix B attached hereto who the United States and Nassau County agree or absent agreement the Court decides is not entitled to relief under the Consent Decree because his or her background is of the type which clearly would have disqualified him or her for appointment as a police officer in the NCPD, that amount of back pay which under Appendix B has been earmarked for that individual shall be redistributed by Nassau County amongst those individuals

who the United States and Nassau County have agreed or absent agreement the Court has decided are entitled to relief under the Consent Decree. The identity of each individual entitled to receive a portion of the redistributed back pay, as well as the amount of such redistributed back pay, shall be determined by the United States in its sole discretion. However, no individual shall be entitled to or receive a total back pay award of more than: \$17,600, if that person qualifies for relief under Paragraph 43 of the Consent Decree; \$13,200, if that person qualifies for relief under Paragraph 44 of the Consent Decree; \$8,800, if that person qualifies for relief under Paragraph 57a(1) or (2) of the Consent Decree; \$6,600, if that person qualifies for relief under Paragraph 57(a)(3) of the Consent Decree; or \$8,800, if that person qualifies for relief under Paragraph 69 of the Consent Decree.


ENTERED this _____ day of April 1983 in Uniondale, New York.

UNITED STATES DISTRICT JUDGE

AGREED AND CONSENTED TO:

ON BEHALF OF PLAINTIFF UNITED STATES,

By:


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ON BEHALF OF THE NASSAU COUNTY DEFENDANTS,

By:

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APPENDIX A

<u>Name of Claimant</u>	<u>Back Pay Award (Gross)</u>	<u>Date Upon Which Claimant Should Have Been Appointed As A Police Officer (or, Formerly, Police Patrolman)</u>
[REDACTED]	\$ 6,080	06/15/73
[REDACTED]		
[REDACTED]	15,200	06/15/73
[REDACTED]		
[REDACTED]	15,200	10/05/73
[REDACTED]		
[REDACTED]	15,200	06/15/73
[REDACTED]		
[REDACTED]	6,075	07/13/79
[REDACTED]		
[REDACTED]	10,640	06/15/73
[REDACTED]		
[REDACTED]	15,200	06/15/73
[REDACTED]		
[REDACTED]	15,200	06/15/73
[REDACTED]		

[REDACTED]

\$ 6,300

02/23/77

[REDACTED]

15,200

06/15/73

[REDACTED]

6,300

01/19/79

[REDACTED]

8,100

02/23/77

[REDACTED]

8,100

07/13/79

[REDACTED]

6,300

01/19/79

[REDACTED]

15,200

06/15/73

[REDACTED]

4,560

06/15/73

[REDACTED]	\$ 8,100	07/13/79
[REDACTED]	0.00 No monetary loss	07/13/79
[REDACTED]	15,200	06/15/73
[REDACTED]	8,100	07/13/79
[REDACTED]	3,040	06/15/73
[REDACTED]	15,200	06/15/73
[REDACTED]	2,100	02/23/77
[REDACTED]	6,400	02/23/77
[REDACTED]	0.00 No monetary loss	07/13/79

\$ 8,100

07/13/79

9,120

06/15/73

6,750

02/23/77

15,200

10/05/73

7,600

06/15/73

3,040

06/15/73

6,080

06/15/73

15,200

06/15/73

15,200

10/05/73

\$ 6,080

06/15/73

7,600

10/05/73

8,100

07/13/79

15,200

10/05/73

15,200

06/15/73

5,800

10/05/73

15,200

06/15/73

2,025

07/13/79

15,200

06/15/73

[REDACTED]	\$ 8,100	01/19/79
[REDACTED]		
[REDACTED]	7,600	06/15/73
[REDACTED]		
[REDACTED]	8,100	07/13/79
[REDACTED]		
[REDACTED]	3,040	10/05/73
[REDACTED]		
[REDACTED]	15,200	06/15/73
[REDACTED]		
[REDACTED]	4,560	10/05/73
[REDACTED]		
[REDACTED]	6,075	07/13/79
[REDACTED]		
[REDACTED]	15,200	06/15/73
[REDACTED]		
[REDACTED]	8,100	07/13/79
[REDACTED]		

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\$ 8,100

07/13/79

7,600

06/15/73

15,200

06/15/73

4,560

06/15/73

8,100

07/13/79

11,600

06/15/73

13,680

06/15/73

15,200

06/15/73

13,680

06/15/73

APPENDIX B

<u>Name of Claimant</u>	<u>Back Pay Award (Gross)</u>	<u>Date Upon Which Claimant Should Have Been Appointed As A Police Officer (or, Formerly, Police Patrolman)</u>
[REDACTED]	\$ 4,560	06/15/73
[REDACTED]		
[REDACTED]	15,200	06/15/73
[REDACTED]		
[REDACTED]	15,200	06/15/73
[REDACTED]		
[REDACTED]	15,200	06/15/73
[REDACTED]		
[REDACTED]	11,600	06/15/73
[REDACTED]		
[REDACTED]	0.00 No monetary loss	06/15/73
[REDACTED]		
[REDACTED]	15,200	06/15/73
[REDACTED]		
[REDACTED]	8,100	07/13/79
[REDACTED]		

[REDACTED]	\$15,200	06/15/73
[REDACTED]		
[REDACTED]	15,200	06/15/73
[REDACTED]		
[REDACTED]	8,100	01/19/79
[REDACTED]		
[REDACTED]	6,080	06/15/73
[REDACTED]		
L [REDACTED] Ch [REDACTED]	15,200	06/15/73
[REDACTED]		
[REDACTED]	11,600	02/23/77
[REDACTED]		
[REDACTED]	8,100	07/13/79
[REDACTED]		
[REDACTED]	10,440	06/15/73
[REDACTED]		
[REDACTED]	15,200	06/15/73
[REDACTED]		

\$15,200

06/15/73

2,025

07/13/79

15,200

06/15/73

8,100

07/13/79

6,075

07/13/79

8,100

07/13/79

2,630

07/13/79

8,100

01/19/79

8,100

02/23/77

- 4 -

\$13,680

06/15/73

6,080

10/05/73

11,600

06/15/73

15,200

06/15/73

15,200

06/15/73

3,040

06/15/73

6,960

Cadet: 07/12/74 - 07/12/75
Police Officer: 07/12/75

8,100

07/13/79

8,100

07/13/79

\$12,160

06/15/73

15,200

06/15/73

8,100

07/13/79

11,600

06/15/73

365

06/15/73

9,120

06/15/73

15,200

06/15/73

15,200

06/15/73

15,200

06/15/73

\$15,200

06/15/73

11,600

06/15/73

8,100

02/23/77

15,200

06/15/73

9,120

06/15/73

8,100

07/13/79

15,200

06/15/73

8,100

07/13/79

15,200

06/15/73

[REDACTED] \$15,200

06/15/73

[REDACTED] 15,200

06/15/73

[REDACTED] 15,200

06/15/73

[REDACTED] 0.00
No monetary loss

07/13/79

[REDACTED] 7,600

06/15/73

[REDACTED] 15,200

06/15/73

[REDACTED] 4,560

06/15/73

[REDACTED] 15,200

06/15/73

[REDACTED] 7,600

06/15/73

\$ 8,100

02/23/77

15,200

06/15/73

12,160

06/15/73

15,200

06/15/73

6,080

06/15/73

1,520

06/15/73

8,100

07/13/79