

Memorandum of Agreement and Stipulation of Settlement ("Agreement") made this 22nd day of December, 2008, by and between the County of Nassau ("County"), a municipal corporation in the State of New York, having its principal place of business at One West Street, Mineola, New York, and the Police Benevolent Association of the Police Department of the County of Nassau, Inc. ("PBA"), an employee organization having its principal place of business at 89 East Jericho Turnpike, Mineola, New York.

WHEREAS, the PBA filed a grievance dated January 4, 2007, alleging that the County violated the parties' Collective Bargaining Agreement, as amended by several interest arbitration awards, relevant memoranda of agreement (including, but not limited to the parties' Steady Tours Agreement), and past practice, in the manner by which it included in the minimum staffing complement police officers whose tours were switched from nights to days to attend court; and

WHEREAS, arbitration hearings were held on June 4, 2007, March 31, 2008, July 17, 2008, and December 11, 2008; and

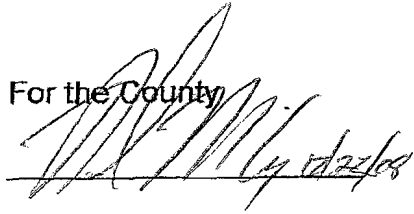
WHEREAS, the parties wish to resolve this matter in an amicable way amongst them, without the uncertainties, costs and risks of continued litigation.

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

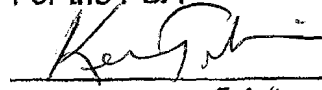
1. Except as specifically modified by this Agreement, all other agreements regarding "steady tours" and "minimum staffing" are to remain in full force and effect.
2. The parties agree, with respect to those police officers whose tours are switched from nights to days as permitted by the parties' Collective Bargaining Agreement, as follows:
 - a. Once per day each patrol precinct may count one police officer whose tour is switched, for the purpose of attending court, as part of the minimum staffing complement during the time in which he/she is attending court, provided, however, that such police officer had been assigned to an RMP post or sector.
 - b. Any additional police officer(s) whose tour is switched is not to be included as part of the minimum staffing complement during the time(s) he/she is attending court.
 - c. Nothing contained in this Agreement shall prohibit or prevent the County from directing that a police officer attend court on overtime in lieu of a tour change.

3. This Agreement constitutes the entire agreement between the County and the PBA regarding its subject matter. No other promises have been made. This Agreement may not be modified except by a written agreement between the parties.
4. This Agreement is subject to and shall become effective immediately upon PBA ratification.

For the County



For the PBA


_____ 12/23/08
Tobin

For the Department


_____ 12/27/08