

Memorandum of Agreement made this 17 day of July, 2006, by and between the County of Nassau, a municipal corporation in the State of New York, having its principal place of business at One West Street, Mineola, New York, 11501 ("County") and the Police Benevolent Association of the Police Department, County of Nassau, Inc., an employee organization having its principal place of business at 89 Jericho Turnpike, Mineola, New York, 11501 ("PBA").

WHEREAS, the County is a public employer as defined in the New York State Civil Service Law; and

WHEREAS, the PBA is an employee organization as defined in said law; and

WHEREAS, the PBA has filed a grievance dated October 12, 2005, alleging that the Police Department ordered in on standby police officers assigned to the Information Technology Unit without complying with Section 9.13 of the collective bargaining agreement; and

WHEREAS, the County denies this allegation; and

WHEREAS, arbitration hearings regarding the grievance were held on March 24 and April 18, 2006; and

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

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

1. The grievance is withdrawn.
2. Even though it enters into this Agreement, the County continues to believe that the Department's actions did not violate the collective bargaining agreement and that it would prevail should the grievance be tried before an arbitrator. For its part, the PBA believes that the grievance is meritorious and that it would prevail should the grievance be tried before an arbitrator.
3. Effective April 21, 2006, the Police Department shall assign two police officers from the Information Technology Unit to Standby during time periods in which no police officer is scheduled to work. Police officers assigned to Standby shall be paid in accordance with Section 9.13-1 of the collective bargaining agreement.
4. In the event the Police Department discontinues one or both of these Standby assignments, the police officer(s) affected by the discontinuation(s) shall no longer be required to perform Standby responsibilities as set forth in Section 9.13-1, including being "continuously available to report to duty within one hour of receiving notification."
5. 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.
6. This Memorandum of Agreement is subject to PBA ratification.

For the County

[Signature] 3/28/06

For the PBA

[Signature]
2ND V.P. N.E.P.B.A.