

Memorandum of Agreement made this 16th day of *Sept*, 2008, 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 (hereinafter called "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 (hereinafter called "PBA").

WHEREAS, the County and the PBA are signatories to a collective bargaining agreement, as amended by various interest arbitration awards, as well as other memoranda of agreement; and

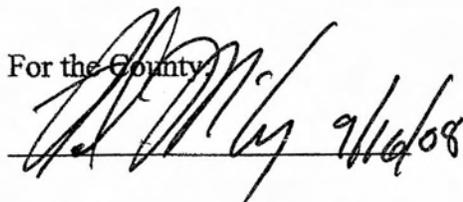
WHEREAS, the parties acknowledge that unique circumstances may arise which could require a police officer to work beyond his regularly scheduled tour of duty and such work would continue past the start of what would otherwise be the officer's next regularly scheduled tour of duty; and

WHEREAS, the parties seek to address various work-related issues and concerns that may arise as the result of the facts and circumstances described above.

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

1. Effective January 1, 2008, when a police officer works beyond his regularly scheduled tour of duty and such work continues past the start of what would otherwise be the officer's next regularly scheduled tour of duty, that officer will continue to receive overtime compensation until his work is completed.
2. In the situation described in paragraph 1 above, upon completion of the police officer's work, he/she shall be excused for the remainder of that tour.
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 Memorandum of Agreement is subject to and shall become effective upon PBA ratification.

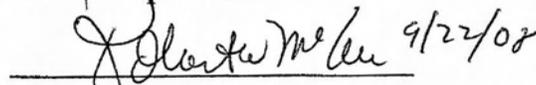
For the County:


_____ 9/16/08

For the PBA:


_____ 9-22-08
2nd VP

For the Department:


_____ 9/22/08