

MEMORANDUM OF AGREEMENT made this 16 day of January 2003 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 (hereinafter "COUNTY"), and the **POLICE BENEVOLENT ASSOCIATION, POLICE DEPARTMENT, COUNTY OF NASSAU, NEW YORK, INC.**, an employee organization having its principal place of business at 89 East Jericho Turnpike, Mineola, New York (hereinafter "PBA").

W I T N E S S E T H:

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 parties have heretofore entered into Collective Bargaining Agreements;

WHEREAS, the PBA filed a grievance which it has pursued pursuant to Article X of the contract alleging a violation of Section 8 of said Interest Arbitration Award which addressed Steady Tours in that the County assigned a Police Officer newly transferred to the Third Precinct to a day squad in chart orange instead of a less senior Police Officer in the Precinct who was on nights and had requested a day squad assignment; and

WHEREAS, the County and the PBA are desirous of resolving this matter without further hearings on such grievance being held; and

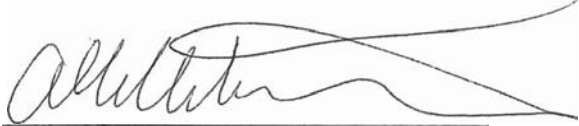
WHEREAS, the parties have agreed it would be useful to memorialize that agreement;

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

1. The parties agree that Departmental seniority, not Precinct seniority, shall prevail in requests for assignments in Chart Orange.
2. In cases where Chart Orange vacancies occur simultaneously with transfers into a ~~Precinct~~ ^{Command}, the newly assigned members' Departmental seniority shall prevail in requests for assignments in Chart Orange. There shall be no waiting period for a newly transferred member in making such request.
3. The PBA agrees to withdraw the arbitration in writing with a copy to the County.
4. Neither the County nor the PBA admits by the signing of this Agreement any wrongdoing whatsoever. The parties make this Agreement solely to avoid the time, financial cost and uncertainties of litigation.
5. This Agreement, including this paragraph, may not be altered except by a writing signed by all parties.
6. The language of all parts of this Agreement shall be construed as a whole, according to their fair meaning, and not strictly for or against either party, regardless of who drafted them.



County of Nassau



Police Benevolent Association of the
Police Department of the County of
Nassau, Inc.