

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

POLICE BENEVOLENT ASSOCIATION OF  
THE POLICE DEPARTMENT OF THE COUNTY  
OF NASSAU, INC.,

Case No. U-27157

Charging Party,

- and -

COUNTY OF NASSAU,

Respondent.

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**STIPULATION OF SETTLEMENT**

In Settlement of the above-captioned matter, the parties hereby agree as follows:

1. The execution of this Stipulation of Settlement ("Stipulation") shall not constitute the admission of the violation of any State, Federal or local statutes, law, rules or regulations. This Stipulation shall not be of any precedential value in any subsequent proceeding. The parties agree to release each other from any claims arising from the facts set forth in the charges.
2. A certain e-mail, which the parties have reviewed before the execution of this Stipulation, will be sent by Police Officer Scott Blanshan, Serial # 6244, within one week of the execution and ratification of this Stipulation, in the same manner and to the same individuals to which he sent the e-mail that is the subject of this charge and the subject of certain disciplinary charges brought against him by the Department.
3. The Discipline Review Proceeding and any pending disciplinary charges of Police Officer Blanshan relating to the facts set forth in the Charge are settled in accordance with the terms herein.
  - a. The disciplinary charges brought against Blanshan are withdrawn. All references to the charges and all records related to this incident shall be removed from his personnel file and destroyed.

b. The 30-day suspension without pay that Blanshan served as a result of the incident described in the charge is to be reversed and considered null and void. Blanshan shall be made whole for all monies lost as a result of such suspension, such payment to be made as soon as practicable but in no event shall payment be made later than sixty (60) days from the date of execution of this Stipulation. Additionally, the County shall take the necessary actions with the pension system to ensure that Blanshan receive the appropriate credit of time upon his retirement or separation from service.

c. The parties agree that Police Officer Scott Blanshan shall receive a training ledger entry as follows:

"Police Officer Scott Blanshan is hereby counseled not to use abusive and/or belligerent language directed towards or about any member of the Department."

Such training ledger entry shall be removed from all records, including, but not limited to, computer records, no later than one (1) year from the date of execution of this Stipulation.

4. The Charge is withdrawn, with prejudice.
5. This Stipulation represents the totality of the parties' discussions regarding settlement of this Charge; there are no other agreements, oral or otherwise.
6. The parties acknowledge that they are authorized to execute this Stipulation.
7. This Stipulation is subject to PBA ratification.

For the County of Nassau:

[Signature] 9/21/07

For the PBA:

[Signature] 9/24/07  
TOBIN 2ND VP

For the Police Department:

[Signature] 9/24/07