

MEMORANDUM OF AGREEMENT made this 2nd day of June, 2008 by and between the COUNTY OF NASSAU, a municipal corporation having its principal place of business at One West Street, Mineola, New York (hereinafter "COUNTY") and the POLICE BENEVOLENT ASSOCIATION OF THE NASSAU COUNTY POLICE DEPARTMENT, County of Nassau, an employee organization having its principal place of business at 89 East Jericho Turnpike, Mineola, New York (hereinafter "PBA").

WITNESSETH:

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' December 20, 2004 Interest Arbitration Award provides, in pertinent part, for disciplinary arbitration; and

WHEREAS, the disciplinary arbitration award provisions provide for the parties to agree upon a specific procedure to effectuate the discipline arbitration provision.

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

1. All police officers subject to discipline not finally resolved as of the execution date of this Memorandum of Agreement, or any future disciplinary charges thereafter, subject to a fine/penalty or suspension of ten or more days without pay, or its monetary equivalent (including the 30 day statutory pre-charge

suspension without pay set forth in paragraph 8), shall have the option to proceed to binding arbitration in lieu of a Departmental Disciplinary hearing, in accordance with procedures provided below.

2. The Police Department, within 30 days from the execution date of this Memorandum of Agreement, shall indicate the penalty that is being sought for each police officer who is subject to pending discipline prior to the execution date of this Memorandum of Agreement. In the event the penalty is for ten or more days without pay, or its monetary equivalent, then the subject police officer shall have the option to proceed with the procedures indicated below, in lieu of a Department Disciplinary hearing.

3. Effective on or after the execution date of this Memorandum of Agreement, upon the issuance of disciplinary charges and specification Form "210," the Police Department shall state, as part of the charges, whether the maximum penalty that is being sought is ten days or more pay, or its monetary equivalent.

4. STEP 1 - The Police Commissioner or designee, the police officer subject to discipline and the PBA shall try to resolve the disciplinary charge(s). The police officer is free to accept any penalty offered by the Department, as he or she may determine is in his/her best interest to do so. The police officer will be given an opportunity to consult with PBA and or legal representatives before making such a determination.

5. STEP 2

a. In the event that the matter is not fully resolved at Step 1 within 30 calendar days after the issuance of disciplinary charges and Form "210," the subject police officer shall, in his/her discretion, notify the Office of Labor Relations that the matter was not satisfactorily resolved and that a final and binding grievance arbitration hearing should be scheduled.

b. The arbitrator shall be selected in accordance with the current grievance arbitration selection procedure from the list of contract grievance arbitrators. However, in the event that a contract grievance arbitrator is not able to conduct the hearing within 60 days from the police officer's notice to the Office of Labor Relations, then the parties may mutually agree to select an arbitrator who is not on the contract grievance list. In the event the parties cannot mutually agree, then the contract grievance arbitrator shall be utilized.


c. The arbitrator shall use a just cause standard to determine the disciplinary charges. The arbitration hearing shall be a de-novo hearing affording the subject police officer a due process hearing. The Arbitration Award shall be final and binding. In no event shall the subject police officer be compelled to testify against himself/herself.

6. All procedural and jurisdictional disputes shall be resolved by the arbitrator.

7. An appeal from a grievance disciplinary binding arbitration award shall be in accordance with Section 7511 of the New York State CPLR and other applicable law.

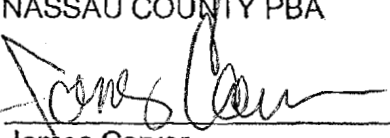
8. The 30 day pre-charge suspension without pay provision in accordance with Section 75 of the New York State Civil Service Law has not been changed by this Agreement and remains in full force and effect.

AGREED AND ACCEPTED
ON BEHALF OF
NASSAU COUNTY



A handwritten signature in black ink, appearing to be "D. M. [unclear]", written over a horizontal line. To the right of the signature, the date "6/14/08" is written.

AGREED AND ACCEPTED
ON BEHALF OF
NASSAU COUNTY PBA



A handwritten signature in black ink, appearing to be "James Carver", written over a horizontal line. Below the line, the name "James Carver" and the title "President" are printed.

AGREED AND ACCEPTED ON
BEHALF OF THE NASSAU COUNTY
POLICE DEPARTMENT



A handwritten signature in black ink, appearing to be "Robert M'Keena", written over a horizontal line. To the right of the signature, the date "12/08/08" is written.