

MEMORANDUM OF AGREEMENT AND UNDERSTANDING made this day of 27th of May ,1999, by and between the County of Nassau, a municipal corporation in the State of New York, having it's principal place of business at 1 West Street, Mineola, New York, 11501 (hereinafter called 'COUNTY") and the Police Benevolent Association of the Police Department, County at Nassau, an employee organization having it's principal place of business at 89 Jericho Turnpike, Mineola, New York, 11501 (hereinafter called "PBA").

WITNESSED:

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 discussed redeployment of police officers in certain commands as well as deployment of civilian personnel in these commands; and

WHEREAS, the parties have agreed it would be useful to memorialize in writing the nature of the prospective deployment of personnel;

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

1. Police officer staffing vacancies in the Records Bureau, Scientific Investigation Bureau , Print Shop, and Property Bureau may be filled with civilian personnel . Any other commands must be negotiated with the PBA . The number of civilian personnel replacements shall not total more than forty (40) for all commands.

2. Incumbent police officers of the Records Bureau , Property Bureau , Scientific Investigation Bureau , Print Shop ,and any other commands as agreed to by the PBA shall not be transferred from these commands or assigned duties, in order to facilitate the placement of civilian personnel , except for cause or mutual consent.
3. Civilians shall be assigned duties as described in the class specifications of the title Police Service Aide ,and other civilian titles as promulgated by the Civil Service Commission and agreed to by the P.B.A. (See attached Duties and Qualifications)
4. The Commissioner of Police shall not reduce police officer personnel requests in future budget requests as a result of any reduction in the number of police officers in the above listed commands. The Commissioner of Police agrees that his requests for personnel shall not be any less than in the preceding ten (10) years (See attached schedule A).
5. Should vacancies develop in any of these commands that can only be filled by a sworn police officer and where no satisfactory candidates volunteer; the parties shall negotiate in good faith seeking a resolution .
6. The COUNTY shall pay the full cost of health insurance premiums for all employees and those retiring during the life of the agreement, as provided in the August 29, 1997 interest arbitration award, for an additional five years which shall end December 31, 2005. This provision shall be protected by the status quo provisions of the Civil Service Law and the Triboro Doctrine. This provision shall continue after December 31, 2005 until there is a successor agreement that modifies its provisions.

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ACCEPTED ON BEHALF OF THE
NASSAU COUNTY POLICE DEPARTMENT

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ACCEPTED AND AGREED ON BEHALF
OF THE COUNTY OF NASSAU

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ACCEPTED AND AGREED ON BEHALF OF
OF THE POLICE BENEVOLENT ASSOCIATION
OF THE POLICE DEPARTMENT,
COUNTY OF NASSAU, INC

Police Officers Budgeted "Department Request" Schedule A

	<u>HQ</u>	<u>District</u>	<u>Total</u>
1998	426	2020	2446
1997	421	2024	2445 ⁺
1996	425	2025	2450
1995	421	2039	2460
1994	444	2073	2517
1993	742	1729	2471
1992	451	1996	2447
1991	532	1971	2503
1990	472	1983	2455
1989	528	2146	2674
1988	524	2150	2674
1987	606	1969	2576

Duties and Qualifications

1. Duties

(a) Process requests from the Civil Service Commission, Department of Social Services, Applicant Investigation Unit and other law enforcement agencies for previous record checks and warrant checks.

(b) Receive and distribute subpoenas for police records and personal appearances.

(c) Fingerprint applicants for the Police Department, Sheriff, Social Services, pistol license applicants, naturalization and other applicants as requested by Civil Service.

(d) Collect and process fees for pistol licenses and photocopier fees for accident reports, aided reports and other police reports.

(e) Receive and store property, evidence and maintain inventory control.

(f) Release property and evidence to authorized persons and when necessary, testify in court on chain of custody issues.

(g) Process sealing orders of arrest records. Return required documents to defendants and retrieve sealed records for investigators as provided by law.

(h) Perform CHIEF System and NYSPIN database entries of all warrants issued by various courts in Nassau County.

(I) Responsible for the issuance of arrest numbers, coordination of arrest paperwork, preparation and completion of related records and documents, and forwarding of documents for arraignment to the appropriate court.

(Excluding C.T.S. bookman)

(J) Perform database base entry of all Orders of Protection.

(K) Process alarm permit applications and renewals, collect and deposit fees and maintain a database of permits issued and revoked as authorized by local law.

2. **Qualifications**

- (a) Ability to understand civil criminal and local laws and procedures.
- (b) Ability to understand and comply with departmental rules; regulations policies and procedures.
- (c) Ability to communicate effectively, both orally and in writing.
- (d) Ability to carry out oral and written instructions.
- (e) Ability to successfully complete a 40 hour training program.
- (f) High School Diploma will be necessary.
- (g) Possess a New York State Drivers License.