

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

**POLICE BENEVOLENT ASSOCIATION OF THE COUNTY OF NASSAU,**

Charging Party,

-against-

Case No. U-26815

**COUNTY OF NASSAU,**

Respondent.

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**SETTLEMENT AGREEMENT**

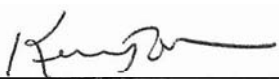
In settlement of the above captioned matter, the parties hereby agree as follows:

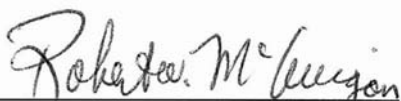
1. Even though it voluntarily enters into this Settlement Agreement, Nassau County continues to deny both the accuracy of the factual allegations in the charge, as well as the legal conclusions the PBA draws from those allegations. The PBA likewise continues to assert the validity of the same.
2. The parties agree that a union representative or attorney should not be prohibited from being present when members are being served with PDCN Form 209 or PDCN Form 210.
3. The member shall be given a reasonable opportunity to notify a union representative or attorney, but the service of PDCN Form 209 or PDCN Form 210 shall not be delayed for more than two (2) hours because such union representative or attorney is unable to be present.
4. The parties acknowledge that the Taylor Law makes it an improper practice for an employer to "interfere with, restrain or coerce public employees in the exercise of their rights guaranteed in §202 [of the Taylor Law] for the purpose of depriving them of such rights [and] to discriminate against any employee for the purpose of depriving them of such rights."
5. This Settlement Agreement represents the totality of the parties' discussions regarding the settlement of this charge. There are no other agreements, oral or otherwise.
6. The PBA hereby withdraws the improper practice charge in case number U-26815.
7. This Settlement Agreement is subject to PBA ratification.

Dated: July 10, 2006

Charging Party

Respondent

  
By: KEVIN TOBIN 2nd Lt.  
P.B.A.

  
By: ROBERT W. MCGUIGAN  
FIRST DEPUTY COMMISSIONER OF POLICE