

COPY

Memorandum of Agreement and Stipulation of Settlement ("Agreement") made this 4 day of Oct 2011, by and between the County of Nassau, a municipal corporation in the State of New York, having its principal place of business at 1550 Franklin Avenue, Mineola, New York, 11501 (hereinafter called "County") and the Police Benevolent Association of the Police Department, County of Nassau, Inc., an employee organization having its principal place of business at 89 East Jericho Turnpike, Mineola, New York, 11501 (hereinafter called "PBA").

WHEREAS, the County and the PBA are parties to a collective bargaining agreement, as amended, setting forth certain terms and conditions of employment for PBA unit members; and

WHEREAS, the parties are signatories to a 1992 agreement in which the County "agree[d] not to unilaterally transfer any police unit work to nonunit Nassau County employees or volunteers" (the "Bayville Agreement"); and

WHEREAS, the parties are signatories to a 2010 agreement in which the County "re-acknowledge[d], re-affirm[ed], and agree[d] that it will not unilaterally transfer any police unit work to non-PBA unit personnel, including non-unit County employees, volunteers, outside contractors, or other outside personnel" (the "2010 Agreement"); and

WHEREAS, the 2010 Agreement provides that "[a]ny violation of this agreement shall result in payment, at time and one-half, to the next police officer scheduled to be called in for the number of hours, with a minimum of four, he/she would have received if he/she had worked the assignment"; and

WHEREAS, the County's Police Department maintains mobile command vehicles (e.g. command buses) in order to assist in its operations; and

WHEREAS, a dispute arose in which non-PBA unit members were assigned to perform security functions associated with the Department's command vehicles; and

WHEREAS, the parties wish to resolve this matter in an amicable way without the uncertainties, costs, and risks of continued litigation.

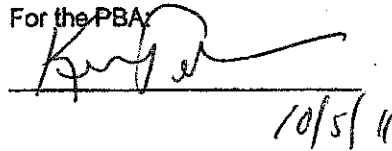
NOW, THEREFORE it is hereby agreed by and between the parties as follows:

1. The execution of this Agreement shall not constitute an admission of any violation(s) of the State, Federal or local statutes, laws, rules or regulations, or of any contractual agreement.
2. In consideration of the PBA not commencing and/or continuing the pursuit of a contractual grievance and/or an action before the State of New York's Public Employment Relations Board, the County of

Nassau and the Nassau County Police Department agree that the security functions associated with all Department mobile command vehicles will be performed solely and exclusively by PBA unit members.

3. All police officers who were scheduled to be called in for overtime on the date(s) when the security functions of a mobile command vehicle were performed by or assigned to a non-PBA unit member shall be paid four (4) hours each at their applicable overtime rate. However, no police officer who actually worked and received payment for overtime on the date(s) at issue shall be entitled to additional compensation as provided for herein. Disputes regarding which officer(s) are entitled to compensation shall be adjudicated pursuant to the parties' arbitration procedures on an expedited basis.
4. This Agreement represents the totality of the parties' discussions regarding its subject matter; there are no other agreements, oral or otherwise.
5. The parties acknowledge that they are authorized to execute this Agreement.
6. This Agreement is subject to and shall become effective upon PBA ratification.

For the County:  


For the PBA:  
  
10/5/11

For the Department:  
