

MEMORANDUM OF AGREEMENT AND UNDERSTANDING made this **day of 3rd of May 2001**, by and between the County of Nassau, a municipal corporation in the State of New York, having its 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 its 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

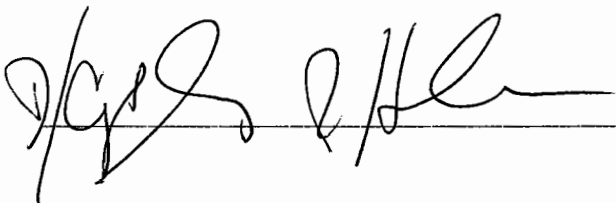
WHEREAS, the parties have discussed section 8.0 of the C.B A.

WHEREAS, the parties have agreed it would be useful to memorialize in writing the postings for qualifications

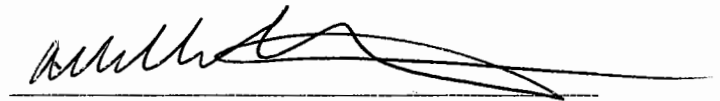
NOW, THEREFORE it is hereby agreed by and between the parties as follows:

1. The terms and conditions of employment contained in the previous Collective Bargaining Agreement, covering the period January 1,1992 to December 31,1995, as changed by the Arbitrator's Award dated August 29,1997 shall not be affected except as modified below.

2. The Department shall at least two (2) times per calendar year or more frequently, whenever the need arises, cause a list to be established listing positions that are , or are expected by the Department to be come vacant. The Department will give proper notice of (30) days to all employees of those positions to be filled from within the ranks .The first posting period for each calendar year will be from November 1 through and including November 30. Interviews will be conducted from December 1 through December 31.The list established from that posting shall remain in effect from January 1through and including June 30. The second posting for each calendar year will be from May 1 through and including May 31. Interviews will be conducted from June 1 to June 30. The list established from that posting shall remain in effect from July 1 through and including December 31. Posting notifications will include, but not be limited to , assignments to the Detective Division, Headquarters Commands or any specialized division within the Police Department. (See Exhibit annexed to this Memorandum).
3. All other employment conditions contained in the provisions of Section 8.0 *et seq* in the C.B.A. dated January 1,1992 through December 31,1995 and the unchanged Arbitrators Award dated August 29,1997 shall remain in full force and effect.



ACCEPTED AND AGREED ON BEHALF
POLICE DEPARTMENT OF
THE COUNTY OF NASSAU



ACCEPTED AND AGREED ON BEHALF
P.B.A.

Below Is A List Of Commands To Be Posted (2) Twice per Calendar Year

1. Applicant Investigation Unit
2. Arson/ Bomb Squad
3. Aviation Bureau
4. Bureau Of Special Operations
5. C.a.p.e.r.
6. Central testing unit
7. Community Projects Bureau
8. Court Liaison
9. Crime Scene Unit
10. Detective Division
11. Electronics Section
12. Emergency Service Bureau
13. Firearms Training Unit
14. Highway Patrol Bureau
15. Juvenile Aid Bureau
16. K-9
17. Latent Fingerprint
18. Marine Bureau
19. Mounted Unit
20. Narcotics / Vice Bureau
21. Pistol License Unit
22. Police Academy
23. Prisoner Processing section
24. Records Bureau
25. Scientific Investigation Bureau

Below Is A List Of Commands To Be Posted As Needed

1. Alarm Permit Section
2. Alcohol Safety Patrol (Selective Enforcement Team)
3. Building Maintenance Unit
4. Chief Of Department
5. Commissioner of Police
6. Communications Bureau
7. Documents Section
8. Emergency Management Office
9. Emergency Service Unit Training Officer
10. Emergency Vehicle Operation Course
11. Employee Assistance
12. Firearms Section Of Scientific Investigation Bureau
13. Fleet Service Bureau
14. Information Service Bureau
15. Information Service Bureau/ Swift Justice
16. Internal Affairs Unit
17. Legal Bureau
18. Medical Administration Office
19. Medical Technician/ Flight Observer
20. Motor Carrier Safety Unit
21. Office Of Chief Of Detectives
22. Office Of Chief Of Support
23. Personnel and Accounting
24. Photo Unit
25. Planning Bureau
26. Police Activity League
27. Police Museum
28. Polygraph Section
29. Print Shop
30. Procedure Develop Unit
31. Property Bureau
32. Public Information Office
33. Recruitment Section
34. Retirement Section
35. Rogues Gallery
36. Social Services Building
37. Technical Services
38. Traffic Safety Unit
39. Uniform Section
40. Visual Communications Unit

and, the County shall continue to provide the dental, and optical insurance provisions of this

When a report of disciplinary action is to be made, the employee shall verbally express himself/herself before the hearing upon application to and approval of such hearing within five (5) days after he/she has been advised of the hearing by his/her Commanding Officer. An employee who is given such opportunity may be accompanied by a representative of his/her Association. The Association representative may attend the hearing before and after the hearing before the hearing, but shall not participate in the hearing in any manner.

If an employee is found guilty of any violation of the rules, he/she may be fined by the Commissioner no more than the amount of his/her salary for one (1) day. If he/she may choose to satisfy the penalty so as to avoid the fine, the penalty may not be so satisfied without the permission of the Commissioner of Police. All time fined must be deducted from the date of such fine unless the employee works such time, and if not the employee will be credited with such days not worked off.

Employees may be permitted at their option to use compensatory time to pay off penalties that have been assessed.

Disciplinary Action - No Police Officer shall be discharged, demoted, transferred or reassigned, or disciplined in regard to his/her employment; or receive any special treatment by reason of his exercise of the rights herein.

Any provision, subsection or other portion of these rules which is found to be unconstitutional, illegal or otherwise invalid shall remain in full force and effect.

When an Awards Committee decision, no member who is eligible for an award as the recipients of the awards shall be designated by the Commissioner of Police shall designate the recipient to the Board.

8.0

QUALIFICATIONS.

Effective September 1, 1992:

(1) All members must have three (3) full years of patrol experience before they can be assigned permanently to any specialized units within the police department.

(2) Temporary assignments cannot be of such in nature as to last more than ninety (90) days and that time will be credited to the three (3) year requirement for assignment to specialized units.

(3) Temporary assignments must be separated by no less than 6 months so as to not frustrate the intention of this agreement.

(4) Members who are assigned to non-patrol functions because of a line-of-duty injury shall have that time credited to the three (3) year requirement.

(5) Members who possess special qualifications such as a college degree in chemistry, law, accounting, or a helicopter pilot license that are deemed to be needed in the best interest of the police department's operation shall be exempt from the three (3) year provision indicated above.

(6) The department shall at least, three (3) times per year or more frequently, whenever the need arises, cause a list to be established listing vacant positions. The Department shall be required to give proper notice, of at least 30 days, to all employees of the vacant positions to be filled from within the ranks. This notification will include, but not be limited to, assignments to the detective division, headquarters commands or any specialized division within the police department. In order to comply with this provision the department shall:

1. List the job description; and
2. List the qualification for the position and established application procedure; and
3. Designate time periods for applications to be filed with thirty (30) days being the minimum time set; and
4. Conduct oral interviews of all applicants and notify each applicant of the status and results of his/her application; and
5. List all members who apply and who receive or are appointed said position(s).

32. OVERTIME CANCELLATION

Effective upon the date of this Opinion and Award, the time for the County to notify an Officer of overtime cancellation shall be reduced from seventy two (72) hours to forty eight (48) hours.

33. QUALIFICATIONS

Effective upon the date of this Opinion and Award, Section 8.0 shall be amended by adding to subdivision (6), following the phrase "... within the police department" and in substitution for the balance of the subdivision (beginning with the phrase "In order to comply ...") the following:

"(7) In the event after the notice provided for in paragraph "(6)" above is published and there are no volunteers to fill the vacant position then in accordance with the procedures herein, the letter interpreting this section 8.0 et. seq., and the past practice, the following procedure will be followed.:

(a) A second notice of the vacant position shall be published in accordance with the procedures in effect for section 8.0 et. seq. Unlike the notice provided for in paragraph "(6)" above, members with less than three years will be permitted to request to fill the vacant position. Thereafter the remaining procedures involved with the selection process shall remain unchanged and will be followed.

(8) In the event after the second notice is published and there are still no or insufficient volunteers to fill the vacant position than the police officers from the least senior class (who have completed their probationary period) may be assigned to fill the vacant position.

(9) In order to comply with the above provisions the department shall:

1. List the job description; and
2. List the qualification for the position and established application procedure; and
3. Designate time periods for applications to be filed with thirty (30) days being the minimum time set; and

4. Conduct oral interviews of all applicants and notify each applicant of the status and results of his/her application; and
5. List all members who apply and who receive or are appointed said position(s).

34. END OF THE YEAR PAYCHECKS

Effective upon the issuance of this Opinion and Award, the County shall no longer issue end of the year paychecks other than regular bi-weekly paychecks.

35. TEMPORARY ASSIGNMENTS

The definition of "temporary assignments" in applying the provision of Section 8.0 in the Agreement shall be amended to include assignments to the Police Academy and the Marine Bureau.

36. GRIEVANCE PROVISION

Effective with the issuance of this Award, Section 5.1, Step 4(d) shall reflect an eight hundred dollar (\$800.00) per diem for Arbitrators. As requested, I will meet with the parties no later than November 1, 1997, in order to streamline grievance processing by facilitating the settlement of grievances and expediting the scheduling of cases that are to be arbitrated.

Nassau County



Police Department

THOMAS S. GULOTTA
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-7000

WILLIAM J. WILLET
COMMISSIONER OF POLICE

May 9, 2001

Allen Unterweiser
Second Vice President
Police Benevolent Association
89 East Jericho Turnpike
Mineola, New York 11501

Dear Officer  Unterweiser:

As per our discussion, please be advised that in order to implement the Memorandum of Understanding regarding "Job Postings" signed on May 3, 2001, the initial posting period will be approximately May 15, 2001 and will last thirty-one (31) days. The interview period will be the following thirty (30) days. The list of candidates will be in effect until December 31, 2001. Subsequent postings will conform to the Memorandum of Understanding.

Since we missed the May 1st date as called for in the Memorandum of Understanding, I believe that the procedure above conforms to the spirit and intent of the agreement. Please feel free to call me with any comments or suggestions.

Yours truly,

A handwritten signature in black ink, appearing to read "George R. Hollman", with a horizontal line underneath.

George R. Hollman
Captain

GRH:mo