

STIPULATION OF SETTLEMENT made this 3 day of Dec., 2003 by and between the **COUNTY OF NASSAU**, a municipal corporation in the State of New York, having its principal place of business at One West Street, Mineola, New York (hereinafter "COUNTY"), and the **POLICE BENEVOLENT ASSOCIATION, POLICE DEPARTMENT, COUNTY OF NASSAU, NEW YORK, INC.**, 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 have heretofore entered into Collective Bargaining Agreements; and


WHEREAS, the PBA filed an improper practice charge with the New York State Public Employment Relations Board ("PERB") alleging a violation of Sections 209-a.1(a) - (c) because the County transferred Police Officer Kevin Mullick from the Eighth Precinct to the Sixth Precinct during an election period in which he was nominated to the position of delegate for the Eighth Precinct; and


WHEREAS, the County and the PBA are desirous of resolving this matter without a formal hearing on such improper practice charge being held; and

WHEREAS, the parties have agreed it would be useful to memorialize that agreement;

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

1. The County ~~understands the perception of~~ ^{the PBA may perceive} a violation of law caused by transferring, during an election period, a police officer nominated to be a PBA delegate.
2. The County agrees not to transfer police officers who have been nominated for PBA positions during the election period.
3. The PBA shall withdraw the instant improper practice charge, PERB Case No. U-24000, in writing with a copy to the County.
4. Neither the County nor the PBA admits by the signing of this Agreement any wrongdoing whatsoever. The parties make this Agreement to avoid the time, financial cost and uncertainties of litigation.
5. This Agreement, including this paragraph, may not be altered except by a writing signed by all parties.
6. The language of all parts of this Agreement shall be construed as a whole, according to their fair meaning, and not strictly for or against either party, regardless of who drafted them.
7. This Stipulation of Settlement is subject to ratification by the PBA.


County of Nassau
David Greene


Police Benevolent Association of the
Police Department of the County of
Nassau, Inc.