

Memorandum of Agreement made this 16th day of February, 2010, 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, 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 Jericho Turnpike, Mineola, New York, 11501 (hereinafter called "PBA").

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 County and the PBA are parties to a collective bargaining agreement, as amended by several interest arbitration awards; and

WHEREAS, the Nassau County Police Department operates a "Heroin Task Force"; and

WHEREAS, there are occasions when additional manpower is temporarily needed to implement the strategies employed by the "Heroin Task Force";

WHEREAS, the County and the PBA have agreed to address those staffing concerns in a manner consistent with the terms of the parties' collective bargaining agreement; and

WHEREAS, the parties wish to codify their agreement.

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

1. Effective February 16, 2010, the Police Department is permitted to temporarily assign two police officers from the Seventh Precinct and one police officer from the Canine Unit to the "Heroin Task Force". Except in cases of "police emergencies" or "police necessity" as defined in Section 9.8-10 of the parties' collective bargaining agreement, these three officers shall be assigned duties that are solely and exclusively related to the functions of the "Heroin Task Force".
2. In effectuating the temporary assignments described in paragraph 1 above, the County / Police Department shall comply with all requirements set forth in Section 8.0 of the parties' collective bargaining agreement which includes, but is not limited to, a 90 day assignment restriction.

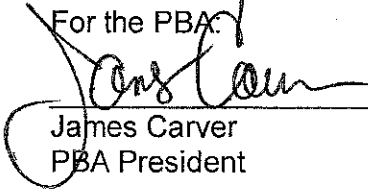
3. The three police officers identified in paragraph 1 above shall be assigned to work Chart 14a (0800 hours to 1700 hours) during their temporary assignments to the "Heroin Task Force". However, they shall continue to receive all benefits and the Police Department shall continue to abide by all obligations, including adherence to all work rules, as if those officers were still working Chart Orange.
4. The County / Police Department agrees to negotiate with the PBA regarding the temporary assignment of any additional officers to the "Heroin Task Force" that are assigned to a work chart other than Chart Orange.
5. This Agreement constitutes the entire agreement between the County and the PBA regarding its subject matter. No other promises have been made. Furthermore, this Agreement is not precedent setting and does not obligate either party to enter into similar arrangements in the future. This Agreement may not be modified except by a written agreement between the parties.
6. This Agreement is subject to and shall become effective upon PBA ratification.
7. The individuals that execute this document expressly assert that they have the agency and authority to bind the party they represent, the County or the PBA, subject to the express provisions set forth above.

For the County:



Robert Walker
Deputy County Executive

For the PBA:



James Carver
PBA President