

STIPULATION OF AGREEMENT ("AGREEMENT") made and entered into as of the 5th day of September, 2008, 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 referred to as "COUNTY"), and the POLICE BENEVOLENT ASSOCIATION OF THE POLICE DEPARTMENT OF THE COUNTY OF NASSAU, INC., an employee organization having its principal place of business at 89 Jericho Turnpike, Mineola, New York (hereinafter referred to as "PBA");

WHEREAS, the parties are signatories to a Collective Bargaining Agreement and various subsequent interest arbitration awards that set forth certain terms and conditions under which police officers shall work and perform their duties (hereinafter referred to as "contract" or "CBA"); and

WHEREAS, the parties' current contract is due to expire December 31, 2012; and

WHEREAS, the parties desire to enter into an agreement that extends and/or amends the current CBA through December 31, 2015, setting forth wages to be paid to PBA unit members and certain other conditions and standards of employment.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and promises as herein contained, the parties hereto bind themselves and agree as follows:

1. The provisions of the present CBA, including the 2007 Interest Arbitration Award ("2007 Award") that covers the period January 1, 2007, through December 31, 2012, shall continue in full force and effect unless otherwise explicitly amended by the provisions of this Agreement.

2. Term.

The term of this Agreement shall be from the date of complete ratification through December 31, 2015.

3. Wages.

Wages shall be paid in accordance with the following:

- A. Effective January 1, 2013, an increase of 3.5% for all steps, codified in Appendix A, attached hereto.
- B. Effective January 1, 2014, an increase of 3.5% for all steps, codified in Appendix A, attached hereto.
- C. Effective January 1, 2015, an increase of 3.75% for all steps, codified in Appendix A, attached hereto.

D. Wage and longevity increases set forth in the 2007 Award due for the period April 1, 2007 to September 30, 2007, shall be paid on January 1, 2011; wage and longevity increases set forth in the 2007 Award due for the period April 1, 2008 to August 31, 2008, shall be paid on January 1, 2011; and wage and longevity increases set forth in the 2007 Award due for the period April 1, 2009, to September 30, 2009, shall be paid on January 1, 2012.

- i. An officer who separates from service prior to the above mentioned pay dates shall receive the full value of the deferred payment upon retirement.
- ii. In all cases, the deferred payments will be paid out at the rate applicable when it was earned.

E. Police officers hired between January 1, 2004 and July 31, 2008 shall receive a one step jump. This step jump will occur on the date that such officers would otherwise have reached the second to last step of the salary plan.

F. The \$34,000.00 full year Step 1 and \$45,000 full year Step 2 referred to in the 2007 Award Section 2(c) shall be continued through the life of the agreement. Effective December 31, 2015, the \$45,000.00 Step 2 shall become Step 1. Step 2 will then consist of two parts. Part (A) will be \$59,775.00 and shall be for 6 months. Part (B) will be the old Step 3 rate and shall also be for 6 months. This is codified in Appendix A, attached hereto.

4. No Layoff Provision.

The provision related to Layoffs contained in the 2007 Award shall be continued for the period January 1, 2013 through December 31, 2015, and any status quo period that may follow.

5. Civilianization.

The County may civilianize up to 50 positions effective as of the date of ratification by the PBA membership of this MOA. The PBA and the County shall meet in an effort to determine from which areas these positions are to be civilianized. If they are unable to agree, the matter shall be resolved by a 2007 Award interest arbitrator mutually selected by the parties, whose decision shall be final and binding.

6. Health Insurance

The County will continue to pay for and maintain full health insurance benefits and level of benefits in the same manner as required by the CBA and subsequent interest arbitration awards.

7. Sixth Precinct Radio Car

RMP (radio motor patrol) car 604 shall be staffed by two police officers at all times. This shall go into effect immediately upon complete ratification of this Agreement. The staffing of RMP 604 shall be subject to all rules and provisions governed by the parties' minimum staffing policies; the number of RMPs required to be staffed in accordance with minimum staffing policies shall remain unchanged.

8. Member Services Fund and Benefit Fund

- A. The parties agree that all payments that have been or are to be made to the Member Legal Services Fund shall be made to the Member Services and Benefit Fund ("Fund").
- B. Effective January 1, 2014 this Fund will be increased by \$175,000.00. Effective January 1, 2015 this Fund shall be increased by an additional \$175,000.00.
- C. Any monies in excess of the \$125 per member designated for the pre-paid legal plan referred to in the 2007 Award, shall be used at the Union's discretion to provide members with the following: education, legal assistance, or health services.
- D. Section 10 in the 2007 Award ("Benefit Fund") shall be eliminated.

9. Longevity

Effective January 1, 2014, longevity payments shall be increased by \$25 for each year of service for which longevity is paid.

10. Communication Training

Section 5A.2 ("New Radio System Training") of the 2007 Award shall be replaced with the following:

- a. In the eight precincts and in the Highway Patrol Bureau, each police officer shall use one Chart Orange payback tour in 2009 and one Chart Orange payback tour in 2010 for the purpose of

communications/technology training (e.g., CAD, TRACS, TRACS Auto, Radio, RMS, INTIME, etc). Such payback tour for officers working nights shall be worked during the day.

- b. All police officers shall receive 12 hours of compensatory time, such time to be credited towards each officer's compensatory bank on January 1, 2012. If, however, a police officer separates from service prior to January 1, 2012, he/she shall be paid for that time.
- c. In the eight precincts and in the Highway Patrol Bureau, POP officers and administrative officers shall work in patrol for 13 of his/her regularly scheduled tours per year in 2009 and 13 of his/her regularly scheduled tours for 2010. Such officers will work one such tour a month, except in any two months in each of 2009 and 2010 such officers may be directed to work two tours. Notwithstanding the immediately preceding sentence, an officer and Commanding Officer may mutually agree to have such officer work more than two tours a month within the maximum of 13 tours a year.
- d. In the event that the training referred to in Section 10(a) above is suspended (e.g., through delays in equipment delivery, program design etc), and thus cannot be completed by 2010 the parties agree to continue the terms of this Section 10 into 2011. Any dispute regarding this section shall be submitted to a 2007 Award interest arbitrator mutually agreed by the parties.

11. Termination Pay.

Section 15 of the 2007 Award shall be amended so that the language "January 1, 2009" is replaced by "November 1, 2009" wherever it appears.

12. Re-Opener Clause.

The PBA shall be entitled to re-open negotiations over terms and conditions of employment for the period covering the contract extension 2013 through 2015 as well as those other items covered by this Agreement effective on or after the date of ratification, in the event any current or future law enforcement bargaining unit agrees or is awarded a change in overall terms and conditions of employment inconsistent with this Agreement. For purposes of this provision, current law enforcement units are DAI, SOA, ShOA, and IPBA. The re-opener clause set forth in Section 4 of the 2007 Award shall remain in full force and effect.

13. Contractual Implementation.

- A. In the event that any article, section or portion of this Agreement is found to be contrary to the law or is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific article, section or portion shall be of no force and effect but the remainder of this Agreement shall continue in full force and effect.



- B. If any provision of this Agreement shall be found to be illegal or invalid, the County and the PBA shall mutually agree to replace that provision with another one which is substantially equal in monetary value.

14. Ratification.

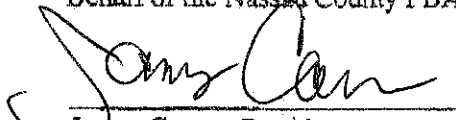
- A. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given approval.
- B. It is further agreed by and between the parties that this Agreement shall not become effective until the ratification by the PBA. In the event the PBA does not ratify this Agreement, this Agreement shall become null and void and no adverse inference shall be drawn against either party by virtue of its having entered into the Agreement.

A handwritten signature in dark ink, appearing to be "JL" followed by a stylized flourish or "DM".

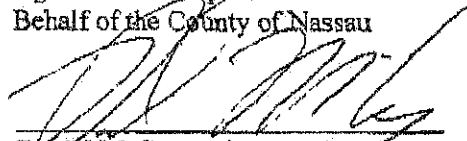
15. Authorization.

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.

Agreed and Accepted on
Behalf of the Nassau County PBA


James Carver, President

Agreed and Accepted on
Behalf of the County of Nassau


Daniel McCray, Director of
Labor Relations

APPENDIX A
PBA Projected Base Salary Scale - Years 2012- 2015

Steps Upon Expiration of 2007 Award				New Steps and Wage Increases			
Pay Step	Base Sal	Pay Step	Base Sal	Pay Step	Base Sal	Pay Step	Base Sal
01	\$34,000	Step 1	\$45,000	01	\$ 34,000	Step 1	\$ 45,000
02	\$45,000	Step 2A	\$57,000	02	\$ 45,000	Step 2A	\$ 59,775
03	\$69,593	Step 2B	\$69,593	03	\$ 72,029	Step 2B	\$ 77,345
04	\$75,197	Step 3	\$75,197	04	\$ 77,829	Step 3	\$ 83,574
05	\$80,801	Step 4	\$80,801	05	\$ 83,629	Step 4	\$ 89,802
06	\$87,285	Step 5	\$87,285	06	\$ 90,340	Step 5	\$ 97,008
07	\$91,267	Step 6	\$91,267	07	\$ 94,481	Step 6	\$ 101,434
08	\$93,771	Step 7	\$93,771	08	\$ 97,053	Step 7	\$ 104,217
09	\$116,955	Step 8	\$116,955	09	\$ 121,048	Step 8	\$ 129,983

Dr