

MEMORANDUM OF AGREEMENT

Mutual Exchanges ("Swaps")

1. The County will permit mutual exchanges ("swaps") between COBA members to be completed within a seven (7) month period provided that all mutual exchanges must be fully completed within the calendar year in which the mutual exchange was initiated, including mutual exchanges initiated at the end of the calendar year during the month of December.

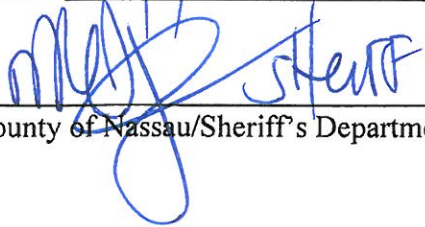
Example 1: If the first exchanged shift occurs on January 1, 2011, the second exchanged shift must occur on or before August 1, 2011.

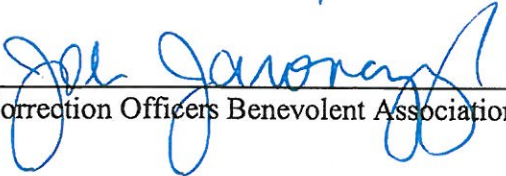
Example 2: If the first exchanged shift occurs on August 1, 2011, the second exchanged shift must occur on or before December 31, 2011.

2. Additionally, the County will require that all mutual exchange request forms be properly completed, time stamped, and submitted to the appropriate Tour Commander/Unit Supervisor no later than six (6) business days prior to the first date of a requested mutual exchange. The Tour Commander/Unit Supervisor shall review the mutual exchange request form for completeness and timeliness only, and shall promptly forward same to the Human Resources Unit. The Tour Commander/Unit Supervisor has no authority under any circumstances to approve/deny a mutual exchange request. The mutual exchange request form shall be time stamped upon receipt in the Human Resources Unit. Approvals/denials of the mutual exchange requests shall be made within five (5) business days from the date of receipt in the Human Resources Unit, but in no event later than two (2) business days prior to the date of the requested mutual exchange. In the event of an emergency situation arising less than six (6) business days prior to a requested mutual exchange, such emergency mutual exchange request may only be approved by the Sheriff at his sole discretion on a case-by-case basis.
3. In consideration of the above, COBA agrees to withdraw with prejudice any challenge(s) to the ALJ decision in PERB Case No. U-30864 dated September 24, 2012.
4. The parties expressly acknowledge that the existence of this Stipulation does not, in any manner, constitute an admission or concession by the County that the subject matter of this dispute is a mandatory subject of negotiation pursuant to the Taylor Law and, concurrently, the County continues to assert and maintain all available defenses specifically including, but not limited to, management rights, contractual waiver, and/or duty satisfaction.
5. The parties also expressly agree that this document constitutes the complete and entire understanding between the parties in this matter.
6. The parties further agree that this document is limited to the unique and particular facts and circumstances related to the instant matter and is not, in any way, to be considered precedential for any purpose in any other matter or subsequent proceeding between the parties.



7. Finally, the parties expressly acknowledge that the purpose of this document and the understanding between the parties in this matter is solely to avoid the burdens and costs associated with continued litigation of this matter at the present time, and for no other purpose.

Dated: 12/3/14

County of Nassau/Sheriff's Department

Dated: 11/25/14

Correction Officers Benevolent Association

11142014 final

