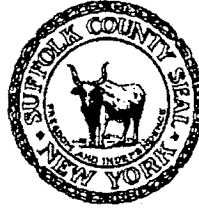


COUNTY OF SUFFOLK



OFFICE OF THE COUNTY EXECUTIVE

Steve Levy
COUNTY EXECUTIVE

LABOR RELATIONS

Jeffrey L. Tempera
Director

MEMORANDUM OF AGREEMENT

When signed below, this shall constitute an agreement between the County of Suffolk, hereafter referred to as "the County" and the Suffolk County Probation Officers Association hereafter referred to as "the SCPOA", as follows:

1. a) The SCPOA agrees to the implementation of a base wage, night differential and rotating shift differential deferral whereby employees will continue to work ten (10) days in a pay period, but will each have one (1) day of that pay deferred for each of ten (10) consecutive pay periods for a total of ten (10) days deferred per employee, commencing with the July 13, 2009 through July 26, 2009 payroll period. In addition, a portion of a day, equivalent to 81.41% of one (1) day of that pay, will be deferred from the eleventh (11) pay period of November 30, 2009 through December 13, 2009. The number of hours of base wages deferred by each employee, and whether those hours encompassed night differential or rotating shift differential shall be noted on the employees timesheet until separation from service.

- b) Said wage deferral shall be implemented as follows:

During the first pay period affected hereunder, employees who would normally be paid for ten (10) workdays on Thursday shall be paid for nine (9) workdays on Thursday, and shall have one (1) day of that pay deferred. This shall continue for the following nine (9) consecutive full pay periods.

During the eleventh pay period affected hereunder, employees who would normally be paid for ten (10) workdays on Thursday shall be paid for nine (9) workdays on Thursday, and shall have a portion of one (1) day of that pay deferred equivalent to 81.41% of one (1) day of that pay.

The final total deferral of days per employee will be ten (10) full days plus 81.41% of one (1) day for a total deferral of 10.8141 days per employee.

Continued . . .

- c) Nothing herein shall be construed as otherwise diminishing any salary or other contractual benefit set forth in the current collective bargaining agreement except as specified above. Overtime, longevity, meal allowance, clothing allowance and any other monies payable to employees shall be paid at the same time and in the same manner as prior to the implementation of the deferral.
2. All monies due to employees and which are deferred by the implementation of this Agreement shall be paid out to the employees as follows:
 - a) Employees shall receive from the County any deferred monies due to them upon separation from employment.
 - b) Deferred monies shall be paid out to the affected employees at the rate of base wages, night differential and rotating shift differential in effect at the time of the employee's separation from employment, but in no event shall the wages, night differential or rotating shift differential paid at separation be less than the amount of any of those monies deferred.
 3. It is agreed that the impact of the pay deferral shall be considered "pension neutral" for the purposes of employee retirement. All time for which payment is deferred shall be credited as time worked during 2009 even though the payment of those base wages, night differentials and rotating shift differentials shall be deferred as set forth above. The County will seek an opinion from the New York State Retirement System to confirm the implementation of a pay deferral is pension neutral.
 4. The County agrees that there will be no layoff of SCPOA members for the remainder of 2009.
 5. The County agrees that, in consideration of the SCPOA agreeing to the above concessions, the County will not make any additional requests for concessions from the SCPOA in 2009 and 2010 as a result of the current economic conditions.
 6. This Agreement represents the parties' entire agreement with regard to the subject matter of this Agreement. There are no other agreements, oral or otherwise. This Agreement, including this paragraph, may only be modified or superseded by a subsequent written agreement executed by the parties'.

Nothing contained herein shall be deemed as precedent setting with regard to any other matter and is entered into solely due to the unique circumstances of the instant situation. This Agreement may not be cited in any other matter such as, but not limited to, any grievance, grievance hearing, arbitration, PERB conference/hearing, court matter or any other similar proceeding involving third party review of this Agreement, except to enforce the provisions of this Agreement.

DATED: May 11, 2009

FOR THE SCPOA:

Gail D'Ambrosio
Gail D'Ambrosio, President
Suffolk County Probation
Officers Association

FOR THE COUNTY:

Jeffrey L. Tempera
Jeffrey L. Tempera, Director
Suffolk County Executive:
Office of Labor Relations