

MEMORANDUM OF AGREEMENT

**BETWEEN THE SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS
AND THE SOMERSET COUNTY PROSECUTOR'S DETECTIVES UNIT,
POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 307**

WHEREAS, the Somerset County Board of Chosen Freeholders ("County") and the Somerset County Prosecutor's Detectives Unit, Policemen's Benevolent Association, Local No. 307 (the "Union" or "Local 307") are parties to a collective bargaining agreement which is effective from January 1, 2007 to and including December 31, 2011 (the "CBA"); and

WHEREAS, the County is experiencing a serious budget shortfall for calendar year 2010 which effects on the County budget could require employee layoffs or other program or services reductions; and

WHEREAS, it is the County's position that implementation of any salary increases or automatic annual step system increment increases would exacerbate the effect of the budgetary shortfall and increase the risk of subsequent employee layoffs and/or program or services reductions; and

WHEREAS, Article 19, Salaries, and Appendix A-1 (specific wages for employees covered by the CBA) and A-2 (the step guide applicable under the CBA) of the CBA provide that:

There is an established step system for the Detective rank which provides for automatic annual increment increases. A Detective shall continue to move up one step on the step system each January 1st until maximum pay rate is reached for the Detective rank.

The salaries established for the academy steps 1 through 7 that is part of this agreement shall be increased as follows:

* * *

2010 – No increase (increased to forty (40) hour workweek)

2011 – 3.5%

The salaries for Detectives at Step 8 and Sergeants shall be increased as follows:

* * *

2010 – 4.0% plus an increase to a forty (40) hour workweek
2011 – 3.5%

WHEREAS, the parties have agreed that deferring wage increases and automatic annual step system increment increases for calendar year 2011 is preferable to any bargaining unit member's loss of employment by way of layoff; and

WHEREAS, the parties desire to extend their collective bargaining agreement through and including December 31, 2012 and effectively forego collective negotiations concerning wages, automatic annual step system increment increases and other terms and conditions of employment for calendar year 2011 by deferring said wage increases and automatic annual step system increment increases until calendar year 2012;

NOW THEREFORE, in consideration of the mutual promises made herein, the County and the Union agree to add the following terms and conditions to the existing provisions of the CBA (See attached executed Memorandum of Agreement, dated May 7, 2010):

1. The parties agree to modify Article 19, Salaries as follows:
 - o Effective January 1, 2011, all wage increases for year 2011 recited in Article 19 and Appendix A-1 of the CBA shall be withheld (the "wage freeze") and the Union waives all right to claim any wage increase for year 2011.

- Effective January 1, 2011, all automatic annual step system increment increases for year 2011 recited in Article 19 and Appendix A-2 of the CBA shall be withheld (the “automatic annual step system increment freeze”) and the Union waives all right to claim any automatic annual step system increment increases for year 2011.
 - Effective January 1, 2012, all wage increases (3.5%) and automatic annual step system increment increases deferred from year 2011 (3.5% plus automatic annual step system increment increases) shall be reinstated and granted to all eligible bargaining unit members for year 2012.
2. The parties agree to modify Article 31, Term and Renewal of the CBA to extend through and including December 31, 2012, effectively extending the life of the CBA one year, subject to the provisions of Paragraph 3 below.
 3. In the event that the County implements layoffs of bargaining unit members during year 2011, all remaining bargaining unit members will get the wage and step increases for year 2011 that were previously agreed upon, retroactive to January 1, 2011, and the CBA will expire as previously agreed on December 31, 2011.

The parties further agree that all of the remaining terms and conditions of the Agreement not modified herein remain in full force and effect;

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be
executed this ____ day of May, 2010:

FREEHOLDER DIRECTOR
SOMERSET COUNTY BOARD
OF CHOSEN FREEHOLDERS

Bob J. ...
*attest
Katherine J. ...
deputy clerk*

DATE

5/25/2010

FOR LOCAL 307

DATE

MWA
VANDERGOOT / PBA 307

5-17-10

MEMORANDUM OF AGREEMENT

**BETWEEN THE SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS
AND THE SOMERSET COUNTY PROSECUTOR'S DETECTIVES UNIT,
POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 307**

WHEREAS, the Somerset County Board of Chosen Freeholders ("County") and the Somerset County Prosecutor's Detectives Unit, Policemen's Benevolent Association, Local No. 307 (the "Union" or "Local 307") are parties to a collective bargaining agreement which is effective from January 1, 2007 to and including December 31, 2011 (the "CBA"); and

WHEREAS, the County is experiencing a serious budget shortfall for calendar year 2010 which effects on the County budget could require employee layoffs or other program or services reductions; and

WHEREAS, it is the County's position that implementation of any salary increases or automatic annual step system increment increases would exacerbate the effect of the budgetary shortfall and increase the risk of subsequent employee layoffs and/or program or services reductions; and

WHEREAS, Article 19, Salaries, and Appendix A-1 (specific wages for employees covered by the CBA) and A-2 (the step guide applicable under the CBA) of the CBA provide that:

There is an established step system for the Detective rank which provides for automatic annual increment increases. A Detective shall continue to move up one step on the step system each January 1st until maximum pay rate is reached for the Detective rank.

The salaries established for the academy steps 1 through 7 that is part of this agreement shall be increased as follows:

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2011 – 3.5%

The salaries for Detectives at Step 8 and Sergeants shall be increased as follows:

* * *

2010 – 4.0% plus an increase to a forty (40) hour workweek

2011 – 3.5%

WHEREAS, the parties have agreed that deferring wage increases and automatic annual step system increment increases for calendar year 2011 is preferable to any bargaining unit member's loss of employment by way of layoff; and

WHEREAS, the parties desire to extend their collective bargaining agreement through and including December 31, 2012 and effectively forego collective negotiations concerning wages, automatic annual step system increment increases and other terms and conditions of employment for calendar year 2011 by deferring said wage increases and automatic annual step system increment increases until calendar year 2012;

NOW THEREFORE, in consideration of the mutual promises made herein, the County and the Union agree to add the following terms and conditions to the existing provisions of the CBA:

1. The parties agree to modify Article 19, Salaries as follows:

- Effective January 1, 2011, all wage increases for year 2011 recited in Article 19 and Appendix A-1 of the CBA shall be withheld (the "wage freeze") and the Union waives all right to claim any wage increase for year 2011.
- Effective January 1, 2011, all automatic annual step system increment increases for year 2011 recited in Article 19 and

Appendix A-2 of the CBA shall be withheld (the “automatic annual step system increment freeze”) and the Union waives all right to claim any automatic annual step system increment increases for year 2011.

- Effective January 1, 2012, all wage increases (3.5%) and automatic annual step system increment increases deferred from year 2011 (3.5% plus automatic annual step system increment increases) shall be reinstated and granted to all eligible bargaining unit members for year 2012.
2. The parties agree to modify Article 31, Term and Renewal of the CBA to extend through and including December 31, 2012, effectively extending the life of the CBA one year, subject to the provisions of Paragraph 3 below.
 3. In the event that the County implement layoffs of bargaining unit members during year 2011, all remaining bargaining unit members will get the wage and step increases for year 2011 that were previously agreed upon, retroactive to January 1, 2011, and the CBA will expire as previously agreed on December 31, 2011.

The parties further agree that all of the remaining terms and conditions of the Agreement not modified herein remain in full force and effect;

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed this 7th day of May, 2010:

SOMERSET COUNTY

[Signature]

DATE

5/7/10

PBA LOCAL 307

[Signature]
VANDERGROOT

DATE

5-7-10