

MEMORANDUM OF AGREEMENT

**BETWEEN THE SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS
AND THE SOMERSET COUNTY PROSECUTOR'S SUPERIOR OFFICERS
ASSOCIATION**

WHEREAS, the Somerset County Board of Chosen Freeholders ("County") and the Somerset County Prosecutor's Superior Officers Association ("SOA") 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 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-2 (specific wages for employees covered by the CBA) and A-1 (the salary guide applicable under the CBA) of the CBA provide that:

The salaries for lieutenants and captains 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 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 and other terms and conditions of employment for calendar year 2011 by deferring said wage 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:
 - Effective January 1, 2011, all wage increases for year 2011 recited in Article 19 and Appendix A-2 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, 2012, all wage increases (3.5%) deferred from year 2011 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

DATE

6/8/2010

SOA

DATE

5-17-10

MEMORANDUM OF AGREEMENT

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AND THE SOMERSET COUNTY PROSECUTOR'S SUPERIOR OFFICER'S
ASSOCIATION**

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WHEREAS, it is the County's position that implementation of any salary 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-2 (specific wages for employees covered by the CBA) and A-1 (the salary guide applicable under the CBA) of the CBA provide that:

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

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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:

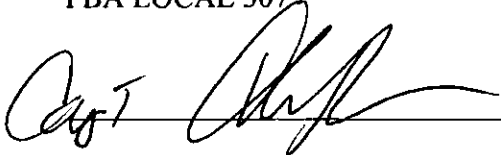
SOMERSET COUNTY



DATE

5/7/10

PBA LOCAL 307



DATE

5-7-10