MEMORANDUM OF AGREEMENT
BY AND BETWEEN
COUNTY OF SOMERSET/ SOMERSET COUNTY SHERIFF AND PBA LOCAL 272

The County of Somerset/Somerset County Sheriff (County) and PBA Local #272 (hereinafter referred to as the PBA) tentatively agree to the following terms and conditions to be incorporated in a collective negotiations agreement (CNA) governing the period of January 1, 2022 to December 31, 2024. Unless otherwise stipulated herein, all terms set forth below shall be effective or otherwise retroactive to January 1, 2022 and applicable to any and all officers who separated from employment after December 31, 2021. Moreover, all terms set forth in the parties' 2019-2021 CNA shall be retained, unchanged, in the successor agreement unless otherwise stipulated below.

DURATION. Three (3) years; January 1, 2022 through December 31, 2024.

ARTICLE 2 – SALARIES (pg. 3). The 2022-2024 salary guide is attached hereto as Schedule A. Employees on guide shall continue to receive their annual step increment. Retroactive compensation shall be tendered in a separate check.

ARTICLE 5 - OVERTIME (pg. 6).

Section 5.5. The last sentence and Appendix B shall be revised to reflect the attached Memorandum of Understanding, referred to herein as Schedule B.

Section 5.9. Effective upon the full ratification of this Memorandum of Agreement (MOA), replace the current text with the following: "Officers shall be entitled to accrue and carry over from year to year up to a maximum of 250 hours of compensatory time. All requests to utilize same must be approved by the Officer's supervisor. Any hours over 250 hours shall be paid in cash in the following pay period at the rate of one and one-half hours of cash overtime for each one hour of work. Officers shall have the option to be paid in cash for all or a portion of accrued compensatory time annually provided that notice is provided to the appropriate County representative on or before November 1st of said calendar year. Payment shall be tendered by the County in the first pay period in December of that same calendar year.

Section 5.10. Effective upon the full ratification of this MOA, this section shall be deleted.

Section 5.11. Effective upon the full ratification of this MOA, replace the last sentence of this clause with the following: "Copies of compensatory time sheets will be forwarded to Finance any time payment for unused compensatory time is requested or required."

ARTICLE 6 – MINIMUM CALL-IN TIME (pg. 9).

Section 6.1. The first sentence shall be corrected so as to replace "regular base rate" with "overtime rate of pay".

Also, effective upon the full ratification of this MOA, the following text shall be added to this clause: "Officers called in for overtime shall continue to receive the minimum four (4) hour overtime compensation. However, if said officer is then called in for another overtime assignment within that same initial four (4) hour period, he/she shall be compensated a total of four (4) hours or the actual hours worked, whichever is greater, at his/her overtime rate of pay. For example, if an officer is called in for overtime from 10 am to 11 am and then is called in for a second overtime assignment from 11:30 to 12:30 pm, he/she shall be paid a total of four (4) hours overtime. By way of further example, if an officer is called in for overtime from 10 am to 11 am and then is called in for a second overtime from 11:30 am to 3:30 pm, he/she shall be paid a total of five (5) hours overtime. By way of additional example, if an officer is called in for overtime from 10 am to 11 am and then is called in for a second overtime from 3 pm to 5 pm, he/she shall be paid a total of eight (8) hours overtime."

ARTICLE 15 – CLOTHING ALLOWANCE (pg. 32). Effective January 1, 2023, the $1,250 clothing and shoe allowance shall be eliminated.

ARTICLE 19 – GRIEVANCE PROCEDURE (pg. 36).

Section 19.3. Effective upon the full ratification of this MOA, a new step between existing Steps 2 and 3 shall be added to the parties' grievance procedure. Grievances which proceed to the new step – Step 3 – shall be directed to the County's Human Resources Department and/or Law Department.

ARTICLE 21 – PBA MEMBERS (pg. 39).

Section 21.1. The following shall be added to the clause: "Pursuant to the United States Supreme Court decision in Janus v. American Federation of State, County and Municipal Employees, et. al., 138 S.Ct. 2448 (2018), no deduction shall be made from the salaries of non-PBA members unless the employee affirmatively consents to said deduction of said fees from his/her wages and the remittance of same to the PBA. As per NJSA 52:14-15.9e, employees who have authorized said payroll deductions may revoke such authorization by providing written notice to the County. Such revocation shall be effective on the 30th day after the anniversary date of employment."

ARTICLE 34 – ON CALL DUTY (PG. 54).

Section 34.1(A). The following shall be added at the end of this clause: "On-call officers shall be required to report to duty within two (2) hours of being notified."

The terms of this MOA are subject to ratification by the membership of the PBA as well as the County's Board of Commissioners and Sheriff Darren Russo. All issues not included in this MOA shall be considered withdrawn.

COUNTY OF SOMERSET /SHERIFF RUSSO

PBA LOCAL 272

President

DATED:

DATED:

Schedule A

	Col. 1	Col. 2	Col. 3	Col. 4
AC	39,594	40,356	42,469	43,318
1	47,643	48,596	50,843	51,860
2	50,076	51,077	53,374	54,441
3	52,485	53,535	55,880	56,998
4	55,009	56,109	58,506	59,676
5	57,600	58,752	61,202	62,426
6	62,971	64,230	66,790	68,125
7	65,744	67,059	69,675	71,068
8	68,578	69,949	72,625	74,076
9	71,760	72,889	75,622	77,134
10	77,379	78,926	81,780	83,416
11	81,600	83,232	84,172	87,895
12	97,611	99,563	102,829	104,586

Somerset County Sheriff's PBA Local 272

President: Mario Leila   Secretary: Samuel Marton

MEMORANDUM OF UNDERSTANDING BETWEEN PBA LOCAL 272 AND THE SOMERSET COUNTY SHERIFF'S OFFICE

1. Effective April 1, 2022, but retroactive to January 1, 2022, the current mandatory list and policy shall be revised. Mandatory credits shall be awarded as such; 1 mandatory credit for every 3 years of completed service.

2. The mandatory list for overtime shall be computed from January 1 to December 31 of each year and it will not run continuously from year to year.

Credit shall be given only for actual time worked/compensated for. Credit shall not be given for any detail that is cancelled or worked by another officer, On-Call assignment or any time worked in specialized units such as Detective Bureau, K-9, P.L.S, S.R.T, or any other unit such as Public Relations and/or Bias Crimes Unit.

Credit, for the purposes of this policy shall be referred to as the date of the detail worked

3. The Mandatory list will be utilized solely for the purpose of filling vacant overtime positions only after the Sheriff's Office supervisor filling the said detail has offered the detail to ALL eligible Sheriff's Officers. Once all eligible officers have been asked and the list has become exhausted, the list can then be turned over to the Sheriff's Office supervisors to fill any vacancies to alleviate mandates. Once the supervisors list has been exhausted, the filling supervisor will then begin to mandate Sheriff's Officers. For hospital watch specific details Sheriff's supervisors will work in accordance with S.O.P. 5.1.3 Staffing Guidelines for Inmate Watch at Hospitals & Medical Appointments.

4. The mandatory list shall be generated by December 31 for the subsequent year and posted. The list will start each year on January 1 and end on December 31. Service time credits shall only be applied to the initial mandatory list at the schedule of one (1) credit per three (3) years of service completed as of the time the list is generated. When a mandatory overtime event arises, the following procedure will be followed:

Somerset County Sheriff's PBA Local 272

President: Mario Lella   Secretary: Samuel Marton

a. When filling a mandate, the list will begin at the most junior officer. Continuing in reverse seniority order based off of years of service credits and or previous mandates.

b. Only officers that are on-duty are eligible for mandatory overtime assignments. Officers working on personal, vacation or compensatory time are not eligible for a mandate. (i.e., road jobs)

c. Once a mandatory shift is completed and physically worked, an X with the date of the mandatory shift shall be reflected next to the officer's name.

d. To reduce the possibility of officer burnout, no officer shall be mandated for more than one shift per event filled. An event shall be considered the filling of an overtime detail. (Example: filling hospital duty for one inmate for all shifts during a weekend shall constitute one event). No officer shall be mandated on subsequent days when both mandatory shifts are in conjunction with regular shifts worked. (i.e., being made to work double shifts in a row).

e. This policy will be followed by the front desk supervisor filling the said detail. An Executive PBA member may be present, (i.e., President, Vice President, Secretary, Treasurer) solely for the purpose of clarification of this policy, if need be. If the above listed members are unavailable, the next available PBA member will be utilized. This is solely if the filling supervisor has any questions regarding this policy.

f. A continuation of shift will not be considered a mandatory.

g. Should a substantial financial commitment arise and conflict with a mandatory, it will be left to the discretion of the filling supervisor.

Somerset County Sheriff's PBA Local 272
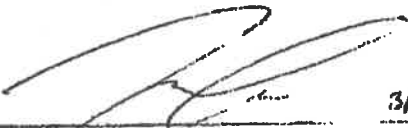
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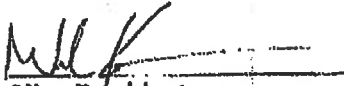
5. All officers, with the exemptions of those who are on-call as covered in this agreement or on loan to an outside law enforcement agency, shall be eligible for mandatory duty assignments.

6. Once a probationary officer has completed their Field Training Phases, they will be added to the mandatory list the same day.
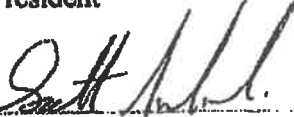
7. The PBA President or his designee shall be able to verify with the desk supervisor the specifics related to any posted mandatory.

President _____   Date 3/10/22   Vice President _____   Date 3/17/22

Treasure _____   Date 3/16/22

Sheriff Darrin J. Russo _____   Date 3/17/22