

**MEMORANDUM OF AGREEMENT BETWEEN THE  
COUNTY OF BERGEN AND LOCAL 108, RWDSU, AFL-CIO (WHITE COLLAR)**

**THIS MEMORANDUM OF AGREEMENT**, by and between the COUNTY OF BERGEN (hereinafter referred to as the "County" or "Employer") and LOCAL 108, RWDSU, AFL-CIO (White Collar) (hereinafter referred to as "Union"), made and entered into on this 30 day of July 2010.

**WHEREAS**, the parties above have engaged in negotiations in good faith and arrived at successor agreements to a contract that will expire on December 31, 2011; and,

**WHEREAS**, the parties have agreed to modify the Agreement for the duration of such on certain issues, as well as extend both agreements by one (1) year and wish to memorialize such.

**NOW, THEREFORE**, and in consideration of the mutual covenant contained herein, the parties hereinabove referred hereby stipulated and agree as follows:

1. The provisions of this Memorandum of Agreement are subject to ratification by the respective parties to the contract.
2. The signatures below agree to recommend this Memorandum for ratification by their respective constituencies.
3. A copy of this Memorandum has been furnished to representatives of the County and the Union.
4. All provisions of the prior Agreement shall be carried forward, except as hereinafter provided.
5. Unless otherwise notified, all dates involving the duration of the Agreement shall be conformed to the duration of the proposed negotiated Agreement.

6. Unless otherwise noted, all changes shall be prospective from the signing of this Agreement, subject to the provisions of Paragraph 14.
7. The County and the Union agree to a mutually created voluntary furlough program pursuant to the rules and regulations of the New Jersey Civil Service Commission. Under the provisions of such mutually created voluntary furlough program:
  - A. Each employee covered under the Local 108, RWDSU, AFL-CIO (White Collar) collective bargaining agreement with the County shall be required to take off:
    - (1) Five (5) furlough days between August 1, 2010 and December 31, 2010; and,
    - (2) Five (5) furlough days between January 1, 2011 and December 31, 2011.
  - B. Said days shall be selected by the employee and shall be taken only with the approval of the employee's supervisor. All days must be taken during the periods set forth above.
  - C. An employee out on a furlough day shall not:
    - (1) Be eligible for overtime or call in during the twenty-four (24) hour period of the furlough day(s) in question. (i.e. 12 Midnight to 11:59 P.M.)
    - (2) Be permitted/allowed under any circumstance whatsoever to use any paid leave time and/or compensatory time on a furlough day in

order to convert said unpaid day into a paid day, or any portion thereof.

- D. The provisions of this voluntary furlough program are also subject to the approval of the New Jersey Civil Service Commission or its designee.
8. In 2012 only, the number of Compensatory Time Off (CTO) hours shall be increased to reflect an additional five (5) CTO days. Said additional CTO days must be used by December 31, 2012 or they shall be lost. There shall be no payment for these specific CTO days if they are not used by December 31, 2012. The approval for the use of such days shall be in accordance with Article 12 of the collective bargaining agreement between Local 108, RWDSU, AFL-CIO (White Collar) and the County, except as to the December 31, 2012 date as to these specific days.
9. Effective upon the complete execution of this Memorandum of Agreement, the following language shall be applicable to Article 22 of the collective bargaining agreement between the parties:
- “Vacation leave for one (1) calendar year may be carried over and used only during the following vacation year. Except upon termination of employment, employees will not be allowed to receive pay in place of taking earned vacation leave.”
10. Effective January 1, 2011, all Union members/employees covered by the Local 108, RWDSU, AFL-CIO (White Collar) collective bargaining agreement with the County shall contribute, on an annual basis, one point fifty (1.50%) percent of their pre-tax pensionable base salary to the County as a health care contribution.

The County shall establish an IRS Chapter 125 mechanism to allow for the contribution of said monies pre-tax.

11. Effective December 31, 2011, all Union members/employees covered by Local 108, RWDSU, AFL-CIO (White Collar) collective bargaining agreement with the County who are still in the County's Traditional health insurance plan shall move to the County's Direct Access Plan and Traditional coverage shall cease for all Union employees/members. There shall be no additional incentive of any kind to effectuate this move.
12. The collective bargaining agreement between Local 108, RWDSU, AFL-CIO (White Collar) shall be extended and shall now expire on December 31, 2012. Eligible employees of this bargaining unit shall receive three point twenty-five (3.25%) percent pay increase effective January 1, 2012.
13. There is currently one (1) employee covered by Local 108, RWDSU, AFL-CIO (White Collar) who was laid off by the County as per the County's layoff plan, which had been approved by the Civil Service Commission. The County shall not be returning said employee to the County's payroll in any capacity.
14. Other than the layoffs established above, the County shall not layoff any other Union member(s) until January 1, 2011, except when the loss of grant funding requires employees not on the existing layoff list to be laid off during calendar year 2010.
15. The provisions of this Agreement shall not go into effect unless both Local 108 RWDSU, AFL-CIO (White Collar) approves this Agreement, the New Jersey

State Civil Service Commission approves the voluntary furlough program and all parties execute said Memorandum of Agreement.

ATTEST:

Clara Krejsa

COUNTY OF BERGEN

Timothy J. Dacey  
Timothy J. Dacey, County Administrator

Dated: 7-30-10

CLARA KREJSA  
Notary Public of New Jersey  
I.D. #2023552  
Commission Expires 12/29/2011

ATTEST:

Clara Krejsa

LOCAL 108, RWDSU, AFL-CIO (WHITE COLLAR)

James J. Paul  
James J. Paul

Dated: 7-30-10

CLARA KREJSA  
Notary Public of New Jersey  
I.D. #2023552  
Commission Expires 12/29/2011