

MEMORANDUM OF AGREEMENT BETWEEN THE
COUNTY OF BERGEN AND UNITED SERVICE WORKERS UNION, IUJAT,
LOCAL 655 AND LOCAL 755

THIS MEMORANDUM OF AGREEMENT, by and between the COUNTY OF BERGEN (hereinafter referred to as the "County" or "Employer") and UNITED SERVICE WORKERS UNION, IUJAT, LOCAL 655 AND LOCAL 755 (hereinafter referred to as "Union"), made and entered into on this 21 day of may 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 either the USWU Local 655 or USWU Local 755 collective bargaining agreement with the County shall be required to take off:

(1) Five (5) furlough days between July 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.

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KR* The approval for the ^{use}~~use~~ of such days shall be in accordance with Article 12(B)(4) of the collective bargaining agreement between USWU Local 655 and the County and Article 12(C) of the collective bargaining agreement between USWU Local 755 and the County.

9. Effective January 1, 2011, all Union members/employees covered by either the USWU Local 655 or Local 755 collective bargaining agreements 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.

10. Effective December 31, 2011, all Union members/employees covered by either the USWU Local 655 or Local 755 collective bargaining agreements 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.

11. The collective bargaining agreements between USWU Local 655 and the County and USWU Local 755 and the County shall be extended and shall expire on December 31, 2012. Eligible employees of both bargaining units shall receive three point twenty-five (3.25%) percent pay increase effective January 1, 2012.

12. There are currently fifty ^{five (55)} ~~six (56)~~ employees covered by either USWU Local 655 and/or USWU Local 755 who are on the County's layoff plan, which has been approved by the Civil Service Commission. The County is awaiting the results of any "bumping rights" which might change the eligibility of persons to be laid off. The County agrees that it shall layoff only twelve (12) of those employees in calendar year 2010. The County can choose whomever it wishes to choose to be laid off, irrespective of seniority or other potential factors. These twelve (12) people may be returned to the payroll of the County if, and only if, another member of either Union who is on the layoff list approved by the Commission retires from the County and/or voluntarily resigns from the County on or before September 30, 2010. In order to have a successful retirement to permit a laid off employee to return, the employee's pension application must be approved by PERS prior to September 30, 2010 and the employee must deposit their first (1st) retirement check and provide the County with a copy of said check and deposit slip, evidencing the check was accepted and deposited, on or before October 30, 2010. Said voluntary resignation must be irrevocable and become effective on or before September 30, 2010.

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13. 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.

14. The provisions of this Agreement shall not go into effect unless both USWU Local 655 and USWU Local 755 approve 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

Dated: 5/21/10
CLARA KREJSA
Notary Public of New Jersey
I.D. #2023552
Commission Expires 12/29/2011

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COUNTY OF BERGEN

Timothy J. Dacey
Timothy J. Dacey, County Administrator

UNITED SERVICE WORKERS UNION,
IUJAT, LOCAL 655

Kenneth H. Russell

UNITED SERVICE WORKERS UNION,
IUJAT, LOCAL 755

Gerry Drummond