

MEMORANDA OF UNDERSTANDING AGREEMENT

Between

**THE BOROUGH OF PARK RIDGE
BERGEN COUNTY, NEW JERSEY**

And

**THE PARK RIDGE BOROUGH
EMPLOYEES ASSOCIATION.**

June 29, 2010

THIS MEMORANDA OF UNDERSTANDING AGREEMENT, made this 30th day of June 2010, by and between **The BOROUGH OF PARK RIDGE**, a body politic and corporate of the State of New Jersey, (hereinafter called the Borough); and **THE PARK RIDGE BOROUGH EMPLOYEES ASSOCIATION**, (hereinafter called the "Association").

WHEREAS, on July 10, 2006, the parties entered into a Collective Bargaining Agreement which is currently in effect (the "Agreement"); and

WHEREAS, the Borough is experiencing budgetary difficulties such that it has notified some of the Association's members of possible layoffs and reduction in workforce hours; and

WHEREAS, the parties have met in good faith to negotiate certain changes and modifications to the aforesaid Agreement in order for the Borough to achieve certain financial savings without the need to resort to layoffs or reduction of hours to the members of the Association except that the reduction in work hours as approved by the plan submitted by the Borough to the NJ Civil Service Commission and the Bergen County Assignment Judge for the reduction in work hours of Court Administrator and Deputy Court Administrator shall be implemented on or about July 1, 2010.

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth, agree as follows:

1. **ARTICLE XI. COMPENSATION:** Paragraph 1 shall be amended to provide that effective January 1, 2011, all Employees covered by the Agreement shall be paid twice monthly, on the 15th and the last working day of each month. When the 15th or the last working day of month falls on a Saturday or Sunday, payment will be made on the preceding Friday. When the 15th or last working day of the month falls on a day that the Borough's offices are closed for a holiday, the payment will be made on the last prior working day.
2. **ARTICLE X. SICK LEAVE PAYOUT:** Paragraph 12 shall be amended to provide that for the calendar year 2010, no Employee covered by the Agreement, except for the

Municipal Court Administrator and Deputy Court Administrator, will be eligible to receive sick leave payout for days earned but not used in 2010 as currently provided for in the collective bargaining agreement. Sick leave earned but not used in 2010 and carried into 2011, must be used first and shall not be cashable at any time to the employees including retirement except for the Municipal Court Administrator and Deputy Court Administrator as provided for in the current collective bargaining agreement.

3. **ARTICLE IX. VACATION LEAVE PAYOUT:** Paragraph 9 shall be amended to provide that for the calendar year 2010, no Employee covered by the Agreement, except for the Municipal Court Administrator and Deputy Court Administrator, will be eligible to receive a cash payout for unused vacation days earned in 2010 as currently provided for in the collective bargaining agreement. Vacation leave earned, but not used in 2010, shall not be cashable at any time including retirement and must be taken no later than December 31, 2011, except for the Municipal Court Administrator and Deputy Court Administrator as provided for in the current collective bargaining agreement.
4. **PERSONAL DAY:** Effective for the calendar year 2010, all Employees covered by the Agreement, will be eligible to take one paid personal day by December 31, 2010.
5. **NO FURTHER LAYOFFS OR REDUCTION IN WORKFORCE HOURS:** Upon execution of the within agreement by the parties herein, the Borough agrees that for the balance of the calendar year through December 31, 2010, there will be no layoffs or reduction in work hours for the currently employed Employees covered under the Agreement except that the Borough is implementing the reduction in work hours for the Municipal Court Administrator and the Deputy Municipal Court Administrator effective July 1, 2010 pursuant to the layoff/workforce reduction plan approved by the NJ Civil Service Commission and the Bergen County Assignment Judge.

6. All remaining provisions of the Agreement, as amended, shall remain in full force and effect.
7. The terms and provisions of this amendment to the Agreement may not be modified or further amended or any other provisions hereof waived temporarily or permanently, except in the case of modification and amendments pursuant to the written consent of each of the parties of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be signed by their property officers and their corporate seals to be affixed hereto, or have hereto set their hands and seals, the day and year first above written.

ATTEST:

THE BOROUGH OF PARK RIDGE



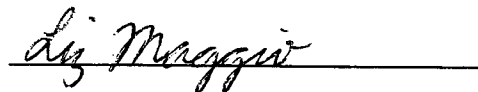
Kelley R. O'Donnell,
Borough Clerk

By 

Donald J. Ruschman
Mayor Borough of Park Ridge

WITNESS:

**PARK RIDGE BOROUGH
EMPLOYEES ASSOCIATION**



Liz Maggio, Vice President