

**MEMORANDA OF UNDERSTANDING AGREEMENT**

**Between**

**THE BOROUGH OF PARKRIDGE  
BERGEN COUNTY, NEW JERSEY**

**And**

**THE PARKRIDGE UTILITY  
EMPLOYEES ASSOCIATION**

**June 29, 2010**

**THIS MEMORANDA OF UNDERSTANDING AGREEMENT**, made this 30<sup>th</sup> 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 UTILITY EMPLOYEES ASSOCIATION**, (hereinafter called the "Association").

**WHEREAS**, on September 6, 2005, the parties entered into a Collective Bargaining Agreement which expired on December 31, 2009, but remains 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.

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

1. **ARTICLE IX. WAGES:** Paragraph A, Payment, shall be amended to provide that effective January 1, 2011, all Employees covered by the Agreement shall be paid twice monthly, on the 15<sup>th</sup> and the last working day of each month. When the 15<sup>th</sup> or the last working day of month falls on a Saturday or Sunday, payment will be made on the preceding Friday. When the 15<sup>th</sup> 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.

Paragraph C (1), Base Salaries, shall be amended to provide that effective January 1, 2010, the increase for the year 2010 shall be 3.5% to the minimum and maximum of the range including all salary steps.

2. **ARTICLE XVI, MEAL ALLOWANCES:** Paragraph 1 shall be amended to provide that effective July 1, 2010, each meal allowance shall increase by \$2.00.

3. **ARTICLE XVIII, STANDBY DUTY:** Paragraph 1(D) shall be amended to provide that effective July 1, 2010 the current compensation for stand-by time shall be increased to \$400.00.

4. **ARTICLE XVII. OVERTIME:** Effective with the expiration of this Memorandum of Agreement on December 31, 2010, overtime performed on Sundays is to be paid at double time, except that the Employee(s) on standby shall not be eligible to receive double time for time worked on Sundays.

Rest Period for Overtime. Effective July 1, 2010 the current 8 hour rest period shall be increased to 10 hours except that the Director of Operations, or his designee, may in an emergency, return the rest period to 8 hours.


5. **ARTICLE XXVII, INSURANCE:** Paragraph 3 shall be amended to provide that effective January 1, 2010, all Employees covered by the Agreement shall pay the Borough 3.5% medical contribution on the pensionable base salary to, and including through, December 31, 2010, at which time contribution at this level will expire. Effective January 1, 2011, all Employees covered by the Agreement shall pay the Borough the state minimum 1.5% medical contribution on the pensionable base salary which shall remain in effect while negotiations continue for a new collective bargaining agreement.

6. **FURTHER NEGOTIATIONS:** Until such time as the parties enter into a new collective bargaining agreement, the parties agree to continue discussions on the following matters: a) License stipends increase; b) Longevity; c) Temporary promotions which shall include payment timeframe and for what purposes, i.e. number of days after which employee would receive pay differential and if employee is out for illness or work incurred injury; d) Compensatory time; and e) Lifetime medical insurance including but not limited to discussions about spousal coverage, new retirees, etc.

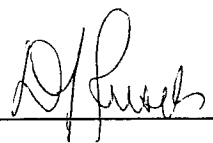
7. **NO FURTHER LAYOFFS OR REDUCTION IN WORKFORCE HOURS:** Upon execution of the within agreement by the parties herein, the Borough agrees that for the balance of the calendar year through December 31, 2010, there will be no layoffs or reduction in work hours for the currently employed Employees covered under the Agreement
8. All remaining provisions of the Agreement, as amended, shall remain in full force and effect.
9. 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:**

  
Kelley R. O'Donnell,  
Borough Clerk

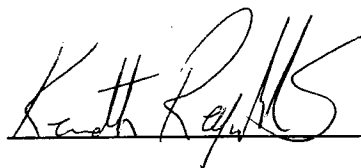
**THE BOROUGH OF PARK RIDGE**

By   
Donald J. Ruschman  
Mayor Borough of Park Ridge

**WITNESS:**

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**PARK RIDGE BOROUGH  
EMPLOYEES ASSOCIATION**

  
Ken Reynolds, President