

July 23, 2009

**Memorandum of Agreement between the Judiciary of the State of New Jersey and  
Judiciary Council of Affiliated Unions, the Communications Workers of America, AFL-  
CIO and Office and Professional Employees International Union, AFL-CIO, Local 32  
(Court Reporters Unit)**

The Judiciary of the State of New Jersey ("the Judiciary") and the Judiciary Council of Affiliated Unions, the Communications Workers of America, AFL-CIO and the Office and Professional Employees International Union, AFL-CIO, Local 32 (Court Reporters Unit) (collectively referred to as the "Judiciary Unions") enter into the following terms of agreement:

**A. The Deferral of the July 2009 Across-the-Board Wage Increase**

1. The 3% across-the-board increase to annual base salaries that employees are due to receive in the first full pay period of July 2009 will not be paid during Fiscal Year 2010. Such increases will be deferred and said increase to base salary shall be paid the first full pay period after January 1, 2011.
2. The parties agree to jointly seek legislation to provide that the unit members of the Judiciary Unions will not suffer any diminution in their pension benefits as a result of the deferral of the across-the-board increase as provided in A1 above.

**B. Furloughs**

1. November 27, 2009, the Friday after Thanksgiving shall be an unpaid leave day for the Judiciary. Any employees who are required to work on November 27, 2009 by the Judiciary shall utilize a self-directed unpaid leave day in FY 2010. Self-directed unpaid leave days shall be scheduled in accordance with the vacation leave provisions of the parties' collective bargaining agreements.
2. Provided the conditions in this paragraph as set forth below are met, the Judiciary may require bargaining unit employees to utilize up to six (6) additional non-staggered unpaid leave days during the period of July 1, 2009 through June 30, 2011; however, for FY 2010 the Judiciary may require employees to take a maximum of five (5) of the six (6) non-staggered unpaid leave days.
  - a. If full funding is provided in FY10 and FY11 for the base budget and salary program, the Judiciary will not impose any additional furlough days. However, if such full funding is not provided and the Judiciary determines that layoffs are required to address the shortfall, the Judiciary may utilize some or all of the additional 6 furlough days. The Judiciary will provide written notice to the Judiciary unions at least 60 days prior to the first proposed layoff date with the following information:

- (1) The amount of the funding reduction;
- (2) Dates of proposed non-staggered unpaid leave days; and
- (3) All measures the Judiciary instituted or intends to institute in order to achieve budgetary savings and/or increase revenues.

Within fifteen (15) days of the receipt of the above information by the Judiciary Unions the parties shall meet to discuss alternatives to layoffs. If within fifteen (15) days following such meetings the parties do not reach agreement on alternatives to layoffs, the Judiciary may, upon 30 days' notice, require unit employees to utilize up to a total of six non-staggered unpaid leave days through June 30, 2011, five days of which may be used during the period of July 1, 2009 through June 30, 2010.

- b. Non-staggered unpaid leave days shall not be scheduled on days designated in the parties' collective bargaining agreements as holidays.
- c. To the extent feasible, the following actions will be attempted by the Judiciary:
  - no more than one non-staggered unpaid leave day shall be scheduled in a pay period;
  - non-staggered unpaid leave days shall be scheduled contiguous to a weekend or holiday;
  - non-staggered unpaid leave days shall not be scheduled in any two consecutive pay periods; and
  - non-staggered unpaid leave days shall be scheduled in months which contain three pay periods.
3. If the Judiciary requires unit employees to utilize additional unpaid leave days as set forth in paragraph 2 above, each unit employee shall accrue one-half of a personal leave bank day for each of the first four non-staggered unpaid leave days scheduled by the Judiciary and shall accrue one personal leave bank day for each of the next two non-staggered unpaid leave days scheduled by the Judiciary.
4. There will be no limitations on the carry over of the PL days. Specifically, the carry over restrictions that are applicable to paid vacation and administrative leave days will not be applicable to the PL days. For the duration of their employment with the Judiciary, employees may use the PL days as the PL days accrue, subject to operational needs. Approval for the use and scheduling of PL days shall not be unreasonably denied. At the time an employee retires, resigns or is otherwise separated from the Judiciary, either voluntarily or involuntarily, any unused PL days will be paid to the employee at the day's then current value. If an

employee dies prior to using the PL days, unused days will be paid to the employee's estate at their then current-value.

5. The parties agree that through June 30, 2011, unit employees of the Judiciary Unions will not suffer any involuntary unpaid leaves of absence or furloughs, except as expressly permitted in paragraphs B(1) and (2) above. For purposes of this MOA, unpaid furloughs/leave days include staggered and non-staggered furloughs or "temporary layoffs," as well as furloughs or "temporary layoffs" resulting from complete or partial closures of layoff units. However, employees in 24 hour operations may be assigned alternate unpaid leave days.
6. If an employee utilizes a self-directed unpaid leave day on the day before or after a holiday, the employee will be paid for the holiday. Employees who are not paid for the day after Thanksgiving 2009 will be paid for the Thanksgiving holiday.
7. Unit members of the Judiciary Unions who are not paid for November 27, 2009, a self-directed unpaid leave or furlough day, or any additional non-staggered unpaid leave or furlough days as permitted by this MOA will not suffer any diminution in their pension benefits as a result of these unpaid leave or furlough days.
8. The Judiciary agrees that the day after Thanksgiving in November 2010 and 2011 will be recess days for the Judiciary.
9. If any unit member of the Judiciary Unions is furloughed or required to use an unpaid leave day in violation of B5 above, such member shall suffer no loss of compensation as a result of not being permitted to work on such day. If any Judiciary Union submits to arbitration a grievance alleging a violation of B5 and the arbitrator sustains the grievance, the arbitrator shall be limited to awarding an employee his or her lost compensation as a result of being furloughed in violation of B5.
10. Nothing in this MOA shall be construed as a waiver of the parties' respective positions with respect to the negotiability of unpaid leave days or furlough days or with respect to whether unilaterally imposed furloughs or unpaid leave days violate the parties' collective negotiations agreements.

### **C. No Layoff Pledge**

1. In consideration for the substantial personnel savings achieved through the wage freeze and the furlough days agreed to in sections A and B of this MOA, the Judiciary pledges that there shall be no layoffs of bargaining unit employees during the period of the July 2009 wage deferral which ends on January 1, 2011. Layoffs include demotions in lieu of layoffs.

2. The parties recognize the Judiciary's legal authority to implement permanent layoffs, but also recognize the personal and social costs of layoffs, including the disruption of services to the clients of the Judiciary.
3. The parties agree that the savings achieved through this MOA coupled with savings from non-aligned employees and managers, should be sufficient to avoid the economic need for layoffs through December 31, 2010.
4. If any member of a negotiations unit represented by a Judiciary Union is laid off prior to January 1, 2011 in violation of the no layoff pledge contained in C(1), above, the Judiciary agrees to the following:
  - (i) The deferral of the 3% July 2009 across-the-board increase shall immediately end and, on a prospective basis, the salaries of all unit members of Judiciary Unions will immediately return to the levels provided for in the parties' 2008-12 collective negotiations agreements prior to the ratification of this MOA; and
  - (ii) If prior to January 1, 2011, any unit member of the Judiciary Unions is permanently laid off, the provisions in Section B of this MOA that require the use of furlough days will no longer be operative, and employees who are not laid off will not be required to take any additional furlough days not yet utilized as provided therein.

**D. Temporary Employment Services (TES)**

For the period July 1, 2009 through June 30, 2011, the Judiciary shall provide quarterly to the Judiciary Unions a listing of TES employees performing bargaining unit work.

**E. Enforcement of the MOA**

1. This MOA is incorporated into and modifies the parties' 2008-2012 collective negotiations agreements, but such terms shall expire on June 30, 2011. The terms of this MOA and any dispute arising under this MOA, involving the application or interpretation of the terms of this MOA, are subject to the grievance/arbitration provisions of those agreements, as modified by paragraph 3 below.
2. The Judiciary agrees that in the event a Judiciary Union seeks to arbitrate a dispute arising under this MOA, the Judiciary waives any right it may have to claim that the dispute is not legally arbitrable or negotiable under scope of negotiations law.
3. Further, the Judiciary agrees that any grievance filed under the terms of this MOA shall be filed directly with the Administrative Office of the Courts and that the lower steps of the grievance procedure will be bypassed.



