

**Memorandum of Agreement between the State of New Jersey
and
Local Union 30
International Brotherhood of Electrical Workers, AFL-CIO
State Government Managers' Unit**

Whereas, the current COVID pandemic and the impact of the pandemic on the State's economy has caused an unforeseen and unprecedented reduction in actual State revenues for FY 2020 and in projected revenues for FY 2021; and

Whereas, the State of New Jersey extended fiscal year 2020 from and end date of June 30, 2020 to September 30, 2020;

Whereas, the Local Union 30 of the International Brotherhood of Electrical Workers, AFL-CIO, State Government Managers' Unit (IBEW Local Union 30 or the Union) and the State of New Jersey (the State) seek to avert layoffs while preserving the integrity of the parties' collective negotiations agreements and providing necessary personnel-related savings for the FY 2021 State budget; and

Whereas, the parties recognize that an agreement to reduce State salary costs during this economic crisis, while preserving the integrity of the collective negotiations agreements, is preferable to layoffs and the disruption to public services caused by such layoffs; and

Whereas, the State and IBEW Local Union 30 recognize that a negotiated agreement encompassing the issues that are the subject of this Memorandum of Agreement (MOA) will not interfere with the State's determinations with respect to governmental policy; and

Whereas, a negotiated agreement between the parties will facilitate the accomplishment of vital government policies and objectives, including the avoidance of layoffs, the delivery of essential public services, and the achievement of substantial budgetary savings;

Therefore, the parties enter into the following agreement:

A. The Deferral of Across-the-Board Wage Increase

1. The 2% across-the-board increase to annual base salaries in Article VII (3) that employees are due to receive the first full pay period after **July 1, 2020** will be deferred and paid the first full pay period after **September 1, 2021**.
2. The 2% across-the-board increase to annual base salaries in Article VII (5) that employees are due to receive the first full pay period after **July 1, 2021** will be deferred and paid the first full pay period after **January 1, 2022**.
3. The 2% across-the-board increase to annual base salaries in Article VII (5) that employees are due to receive the first full pay period after **April 1, 2022** will be deferred and paid in the first full pay period after **July 1, 2022**.
4. Notwithstanding the parties' agreement to defer the payment of across-the-board increases, as permitted by law, IBEW Local Union 30 unit members will not suffer any diminution in their pension benefits as a result of the deferral of such payments.

B. Job Security and Pension Security Pact

1. Pension and retirement contribution by employees shall continue to be paid as if employees were not participating in the COLA Deferral Program. Participation in the Program shall not impact the salary used in the calculation of an employee's pension. Employee pension contributions shall be pre-tax. Pursuant to N.J.A.C. 17:2-5.5, the buy-back of pension time,



if necessary, shall be at the contribution rate the employee would have paid if the COLA were not deferred.

2. In consideration for the substantial personnel savings achieved through the raise deferral set forth in sections A of this MOA, the State agrees that there shall be no layoffs of bargaining unit employees through **December 31, 2021**.

C.. Union Rights

1. The parties agree that IBEW Local Union 30 dues authorization cards signed by electronic signatures satisfy the requirements of Article 2(B) provided an email or other form of electronic verification from the employee is also provided.

D.. Enforcement of the MOA

1. This MOA is incorporated into and modifies the parties' 2019-2023 collective negotiations agreements. 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.
2. The State agrees that in the event IBEW Local Union 30 seeks to arbitrate a dispute arising under Sections A MOA, the State waives any right it may have to claim that the dispute is not legally arbitrable or negotiable under scope of negotiations law. In the event Local 30 seeks to arbitrate a dispute arising under the remaining provisions of this MOA, the State retains the right to challenge the legal arbitrability of such grievances.
3. Further, the State agrees that any grievance filed under the terms of this MOA shall be filed directly with the Governor's Office of Employee Relations (OER) and that the lower steps of the grievance procedure will be bypassed.
4. The parties agree that if any provisions of this MOA require legislation or regulation to be effective, the parties will jointly seek the enactment of such legislation or the promulgation of such regulations.


E. Existing Collective Negotiations Agreements

All provisions of the parties' 2019-2023 collective negotiations agreements not expressly modified by this MOA remain in full force and effect.

F. MOA Subject to Ratification of Membership

This MOA is subject to ratification by the membership of IBEW Local Union 30.

On behalf of the Local 30

 6/11/21

On behalf of the State of New Jersey

