

**CWA and State of New Jersey
July 1, 2011 through June 30, 2015
Final Bargaining Report**

A. Economics

1. Wages:

- a. **All step increments will continue in each year of the contract.**
- b. **Across the Board increases**
 - July 1, 2011 – 0% across the board increase
 - July 1, 2012 – 0% across the board increase
 - July 1, 2013 – 1% across the board increase
 - July 1, 2014 – 1.75% across the board increase
- c. **Bonus for workers at top step:** For workers at the final step of their Range as of July 1, 2011 there will be a \$450 bonus paid July 31, 2013.
- d. **Enforceability:** *We were able to successfully reject the proposals to make raises discretionary after the contract was signed.* The current language in the contract that ensures that appropriated wage increases and steps must be paid, continues. There is no change to any Wage language that undermines the Collective Bargaining Agreement.

2. Clothing Maintenance Allowance:

- a. The CMA will be reduced to \$550.
- b. **Criteria:** There is new criteria that must be met in order to be eligible for the CMA as follows:
 - Required to wear a uniform, protective clothing or special clothing;
 - Job requires that you come in contact with toxins, dyes, dirt, contaminants, chemicals, blood or other bodily fluids, or other materials that ruin or soil clothing and/or their clothing requires special or separate washing or cleaning and/or they engage in direct care or direct education work that includes physical contact with students or institutional clients which requires the employee to come into regular contact with the substances listed above.
 - A CMA will not be paid if the state pays for the cost of a uniform and special clothing and laundering is paid for or provided by the State.
 - A CMA will not be paid if the State provides a uniform or special clothing and the employee is paid over \$100,000 a year in base wages.
- c. CWA will meet with individual Departments to review eligibility and resolve disputes. If there is a dispute as to who is eligible there is a dispute resolution process that includes arbitration.

3. Shift Differential:

- a. Shift Differentials of \$.25 an hour will continue for second and third shift for all workers earning less than \$100,000 a year.

B. Non-Economics

1. Maintenance of Benefits:

- a. **We preserved our Maintenance of Benefits language, which protects the negotiated terms of our agreement for the entire duration. We successfully defended against proposals to make our contract subject to changes by rule or executive order.**

2. PAR/PES:

- a. The current Performance Evaluation System will revert to the Performance Appraisal Review (PAR). There will be 3 tiers of evaluation: Exceptional, Commendable, Unsatisfactory.
- b. Unsatisfactory Ratings can be appealed to a Joint Union/Management Panel with one Union representative, one Management representative, and one member agreed to by both the Union and Management.
- c. The State will provide an annual report of final PAR ratings, broken out by department, with demographic data on age, sex, race and gender so that we can monitor the system for any patterns of discrimination.

3. Healthcare:

- a. The language under Chapter 78, the new Healthcare bill from 2011, is in the contract as required by law. In addition, the contract says that the law sunsets in 2014 and healthcare reverts back to Collective Bargaining after that.
- b. Only the State Healthcare Plan Design Committee can revise the plan design, co-payments, or other aspects of our health benefits programs.
- c. **Intermittent Healthcare:** We maintain healthcare for intermittent employees meeting the 750 hour standard in accordance with the new law. Furloughed intermittents receiving healthcare will continue to pay at the active rate only for 6 pay periods and at the full out of pay status rate for up to 20 pay periods after the 6 pay periods on furlough.

4. Sick Leave Pay Out:

No change to future accumulations of Sick Leave Pay out unless changed by statute and then only in accordance with when the statute goes into effect.

5. Job Security and Privatization:

- a. Removal of the cost analysis for privatization. Inclusion of the right to request and receive cost data in a privatization or closure where for fiscal reasons.
- b. Requires State to make every effort to retrain and place workers laid off as a result of privatization or sub-contracting of CWA work for any reason.
- c. Displaced Worker Pool – Removal of Displaced Worker Pool from Contract as the State has not funded it. (DWP is also established under law in Title 11A which requires funding of the DWP through Civil Service examination fees. We will pursue enforcement of the law in court if necessary.)

6. Discrimination: Language now includes a prohibition of harassment.

7. Grievance Procedure: Adds Mediation to Grievance Procedure prior to Arbitration.

C. No Change in Contract from 2007-2011– Preserved Contractual Rights:

- a. Unclassified workers rights – Unclassified workers maintain their right to Just Cause and protections from discipline and their right to promotional postings.
- b. No undermining of enforceability of the Contract for wages and benefits.
- c. All increments protected.
- d. Arbitration of Disciplinary Action protected.
- e. No change or undermining of Union Rights section.
- f. No change or undermining of Layoff Rights.