

**Memorandum of Agreement between the Communications Workers of America, AFL-CIO and the State of New Jersey for July 1, 2023 through June 30, 2027 Successor Collective Negotiations Agreements covering the Administrative/Clerical, Professional, Primary Level Supervisors and Higher Level Supervisors Units**

- A. This MOA between Communications Workers of America, AFL-CIO (CWA) and the State of New Jersey covers all employees in the State Executive Branch Administrative/Clerical, Professional, Primary Level Supervisors and Higher Level Supervisors negotiations units represented by CWA and incorporates all agreements entered into by the parties during negotiations for a 2023-2027 successor collective negotiations agreements.<sup>1</sup>
- B. This MOA modifies the terms of the parties' July 1, 2019 through June 30, 2023 Collective Negotiations Agreements as set forth below. Any terms of the parties' 2019-2023 Agreements not expressly modified by this MOA remain in full force and effect and shall be incorporated into the parties' July 1, 2023 through June 30, 2027 Agreement.
- C. All Schedules attached to this MOA, with the exception of Schedules E1 (Side Letter to SL on Job Security) and H (Ombudspersons Program Description) and shall be incorporated into the parties' 2023-2027 Agreements.
- D. The economic provisions of this MOA, as set forth in section G below, shall be incorporated into the applicable articles of the 2023-2027 Agreement.
- E. All proposals presented by the parties during negotiations for the 2023-2027 Agreement and not expressly agreed to as reflected in the attached schedules or in section G below, are deemed to be withdrawn.
- F. The parties agree to jointly support legislative and/or regulatory changes that may be necessary to implement the provisions of this MOA, inclusive of the attached schedules.
- G. **Economic Provisions**

**Article 6 – Compensation Plan and Program**

**A. Special Salary Program July, 2023 to June 30, 2027**

**The parties agree to the following changes**

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<sup>1</sup> This MOA, which covers CWA's four separate State Executive Branch collective negotiations units, is four separate, but identical, agreements, which, for ease of reference, have been incorporated into a single "contract book" but which remain four separate collective negotiations agreements. References in this MOA to the 2023-2027 Agreement is a reference to the four collective negotiations agreements covering each of CWA four State Executive Branch collective negotiations units.

It is agreed that during the term of this Agreement for the period of July 1, 2023 - June 30, 2027, the following salary and fringe benefit improvements shall be provided to eligible employees in the unit within the applicable policies and practices of the State and in keeping with the conditions set forth herein.

Subject to the State Legislature enacting appropriations of funds for these specific purposes, the State agrees to provide the following benefits effective at the time stated here or, if later, within a reasonable time after enactment of the appropriation.

1.a. Effective the first full pay period on or after July 1, 2023, each employee covered by this agreement shall be entitled to a 3.5% across-the-board increase applied to the employee's current base salary.

b. Effective the first full pay period on or after July 1, 2024, each employee covered by this agreement shall be entitled to a 3.5% across-the-board increase applied to the employee's current base salary.

c. Effective the first full pay period on or after July 1, 2025, each employee covered by this agreement shall be entitled to a 3.5% across-the-board increase applied to the employee's current base salary.

d. Effective the first full pay period on or after July 1, 2026, each employee covered by this agreement shall be entitled to a 3.5% across-the-board increase applied to the employee's current base salary.

2. For ten (10) month employees, the foregoing increases that are effective the first full pay period on or after July 1, 2023, July 1, 2024, July 1, 2025, and July 1, 2026, for twelve (12) month employees shall be applied to the base salary of ten (10) month employees, effective the first full pay period on or after September 1, 2023, September 1, 2024, September 1, 2025, and September 1, 2026.

3. The State Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate the increases set forth in 1. and 2. above for each step of each salary range and to incorporate the provisions of paragraphs 7 and 8 below. Each employee shall receive the increase by remaining at the step in the range occupied prior to the adjustments.

a. All salary ranges and steps of the Salary Schedules in effect on June 30, 2023, shall be increased by: 3.5% effective the first full pay period after July 1, 2023; 3.5% effective the first full pay period after July 1, 2024; 3.5% effective the first full pay period after July 1, 2025; and 3.5% effective the first full pay period after July 1, 2026.

4. Normal increments shall be paid to all employees eligible for such increments on their anniversary dates and increments shall continue to be paid to eligible employees on their anniversary dates after the expiration of this Agreement.

5. Employees who have been at the eighth step of the same range for 18 months or longer shall be eligible for movement to the ninth step providing their performance warrants this salary adjustment.

6. Employees who have been at the ninth step of the same range for 24 months or longer shall be eligible for movement to the tenth step providing their performance warrants this salary adjustment.

7. Effective the first full pay period on or after July 1, 2025, employees who have been at the tenth step of the same step range for 24 months or longer shall be eligible for movement to the eleventh step providing their performance warrants this salary adjustment. An eleventh step shall be established for each salary range by adding the specified increment for each range in the Salary Schedule in the Appendix to this Agreement to the tenth step of each range.

8. Effective the first full pay period on or after July 1, 2024, employees serving in ranges 1-8 will migrate to Range 9. Placement will be at the step closest their salary at the time of migration (but not lower than their current salary and not lower than Step 2). The across-the-board increase for the first pay period on or after July 1, 2024, will be applied after migration is completed. Employees who migrate from a lower range to range 9 will retain their anniversary date.

New employees hired on or after July 1, 2024, will not be hired below Range 9, Step 2, but placement will be consistent with Civil Service Commission requirements and practices.

**Article 6, Section B - Clothing Maintenance Allowance** – Schedule A attached

**Article 31 – Travel Regulations**

A. Transportation Allowance

1. Whenever an individual employee is authorized and required to use his privately owned vehicle or as a condition of his employment uses such vehicle, the State will be responsible for indemnification pursuant to appropriate legislation for such sanctioned use and shall reimburse the employees at the applicable rate provided by law for each mile of such use. Effective July 1, 2023, this applicable rate shall be 47 cents per mile for employees who use their privately owned vehicle to travel on State business unless increased during the life of the 2023-2027 Agreement pursuant to an Appropriations Act. Authorization for such use is predicated on the individual maintaining basic automobile insurance as specified in the New Jersey Travel Regulations and current registration and licensure.

## **Article 35 – Emergency Work**

No changes to sections A-G

- H. Emergency code rates and code rates, in effect as of June 30, 2023, shall be increased by the across-the-board raises on the effective date of those raises as set forth in Article 6 of this Agreement.

## **Side Letter of Agreement #4 – Special Response Unit (SPRU)**

The parties agree that effective July 1, 2025, the hourly rates in the SPRU Side Letter shall be increased by \$1.00 per hour.

## **Health Care Reopener** – Schedule B attached.

## **Article 22 - Bereavement**

Article 22, Section E-add a new section 4:

Beginning July 1, 2024, an annual one (1) day bank of time will be established for bereavement leave. Each year thereafter, the one (1) bereavement day per year will be available on January 1. The bereavement day will be used before an employee's use of sick leave. The bereavement leave day does not accumulate and unused time will not be carried over or paid out upon separation. Bereavement may be used for immediate family members as defined by N.J.A.C. 4A:1-1.3. The State may request proof of death.

The parties understand that the 1day bank will be created by Civil Service Commission.

## **Article 20, Section D - Eye Care Reimbursements**

Increase prescription lens/contacts reimbursement increases to \$80.00.

Increase bifocals or complex prescriptions reimbursements increase to \$90.00.

Increase eye exam reimbursement increases to \$45.00.

## **Article 17 – Holidays**

Add Juneteenth

Modify Columbus Day to Columbus Day (Indigenous Peoples' Day)

## **I. Non-Economic Provisions**

1. **Discipline Article** – Schedule C attached
2. **VWXY** – Schedule D attached
3. **Job Security Side Letter** – Schedules E1 and E2 attached

4. **Union Rights** – Schedule F
  5. **Use of Temporary Employees and Agency Temps** – Schedule G attached
  6. **Ombudsperson Program** – Schedule H attached
  7. **Career Service and Unclassified Layoffs – Article 28 and 29** - Schedule I attached
  8. **Health and Safety – Article 32** – Schedule J attached
  9. **Rowan MOA** – Schedule K attached
  10. **Recognition** – Schedule L attached
  11. **Side Letter 23** - Delete
- J. The parties agree to modify dates in the 2019-2023 Agreement, as necessary, to conform those dates to the 2023-2027 Agreement.
- K. The terms of this MOA, inclusive of the attached schedules, are subject to ratification by CWA.
- L. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

On behalf of CWA

/s/Dennis Trainor, VP, CWA Dist. One  
 /s/William Gallagher, AVP, Dist. One  
 /s/Fran Ehret, CWA NJ Area Dir.  
 /s/John Rose, President, CWA Local 1031  
 /s/Mickey Santiago, President, CWA Local 1032  
 /s/Gaye Palmer, President CWA Local 1033  
 /s/Adam Liebttag, President CWA Local 1036  
 /s/Ken McNamara, President CWA Local 1037  
 /s/Shawn Ludwig, President CWA Local 1039  
 /s/Michele Long-Vickers, President CWA Local 1040

Dated: October 1, 2023

On behalf of the State of New Jersey

/s/Yvonne Catley, Dir., Governor’s Office  
 of Employee Relations

Dated: October 1, 2023

## SCHEDULE A

### **6.B. Clothing Maintenance Allowance**

1. Beginning in July 1, 2019, employees with an annual base compensation of less than \$100,000, shall be eligible for a Clothing Maintenance Allowance (“CMA”) if they meet the following criteria:

a. They are required to wear a uniform, protective clothing or special clothing, and the State does not pay for and launder the uniform, protective clothing or special clothing; or

b. Their jobs require them to come into contact with toxins, dyes, dirt, contaminants, chemicals, blood or other bodily fluids, or other materials that ruin or soil employee clothing, or their clothing requires special or separate washing or cleaning, or they engage in direct care or direct education work that includes physical contact with students or institutional clients Intermittent or occasional contact with such substances does not satisfy the B.1.b. standard.

2. Effective each July 1, the following employees are presumed to be eligible for a CMA:

a. Employees in a title that received the CMA under the 2023-2027 contract or in a successor title, who continue to perform the same or similar duties, excluding employees on the dispute list paid pursuant to the settlement agreement reached by the parties effective April 14, 2018;

b. Employees in a work unit, in a title or successor title, where 80% or more of the employees in that same title or successor title and in that same work unit receive a CMA;

c. Employees who received a CMA prior to July 1, 2023 and who continue to perform the same or substantially similar duties; and

d. Employees who were hired, promoted, or transferred into positions that were occupied by employees who received a CMA prior to July 1, 2023.

3. Beginning February 1, 2020 and each February 1 thereafter, a department may challenge an individual’s eligibility by providing the Union notice of the disputed individuals along with an explanation for the department’s claim that the individuals do not meet the criteria set forth in paragraph 1 above and any evidence upon which the department relies in support of its position. For example, if an employee is part of an otherwise approved title, but only performs office duties, the department may submit a

challenge to the eligibility. Within thirty (30) days of the Department's notice of objection, the Union and the department will meet in an effort to resolve any disputes.

4. Each February 1, the Union may ask a department to review eligibility for CMA of employees not covered by paragraph 3 above but who the Union maintains satisfy the criteria in paragraph 1 above, by identifying employees it maintains are eligible for the CMA and providing the department with an explanation of its position and any evidence upon which it relies. Within thirty (30) days of the department's receipt of any submission by the Union, the Union and department will meet in an effort to resolve any disputes.

5. Any disputes not resolved between the Union and a department will be submitted to OER. Within thirty (30) days following submission of disputes to OER, the Union and OER will meet in an effort to resolve such disputes. At the written request of the Union, any disputes not resolved between the Union and OER will be submitted directly to binding arbitration before a single arbitrator selected by the parties. If the parties cannot agree on an arbitrator to hear such disputes, an arbitrator will be selected pursuant to the selection procedures of the Public Employment Relations Commission. Arbitrations shall be scheduled within 45 days from the submission of a dispute to arbitration. At CMA arbitrations, the parties shall give oral summations and the arbitrator shall issue a bench decision. It is the expectation of the parties that a CMA arbitration will be concluded in one day or less. The parties may agree to submit multiple CMA disputes to the arbitrator to be heard on a single day. When a dispute is submitted to arbitration pursuant to a challenge by a department pursuant to paragraph 4, the department/OER shall bear the burden of proof. When a dispute is submitted to arbitration pursuant to a challenge by the Union pursuant to paragraph 5, the Union shall bear the burden of proof.

6. Each full-time employee who is eligible for a clothing maintenance allowance under the criteria in Paragraph 1 above, and who has completed one (1) full year of service on or before July 1, 2023, or on or before July 1 of any subsequent year, shall receive a cash clothing maintenance allowance for each year of the contract of \$550 in FY 2023, \$550 in FY 2024, \$550 in FY 2025, and \$550 in FY 2026.

7. Each full-time employee who will have completed six (6) months of service on or before July 1, 2023 or on or before July 1 of any subsequent year, shall receive a cash clothing maintenance allowance for each year of the contract of \$275 in FY 2023, \$275 in FY 2024, \$275 in FY 2025, and \$275 in FY 2026.

8. Permanent part-time employees in a 40-hour workweek title who are regularly scheduled to work twenty (20) or more hours per week, and permanent part-time employees in a 35 hour workweek title who are regularly scheduled to work seventeen and one-half (17.5) or more hours per week, who meet the service and eligibility requirements set forth above will receive one-half (1/2) of the normal clothing allowance.

One full year of service for employees in ten (10) month titles means ten (10) months of service between July 1 and July 30.

9. Leaves of absence without pay or suspension up to thirty (30) days duration shall not affect the eligibility requirements as to one (1) year of service. In order to be eligible to receive this payment, the employee must be on the payroll as of the date of payment.

10. Employees hired, promoted or transferred after July 1, 2023, or whose duties changed after July 1, 2023, and who satisfy the service requirements and criteria set forth in this Article shall be eligible to receive CMA payments in FY 2023, FY 2024, FY 2025, and FY 2026 and each fiscal year thereafter provided they continue to perform substantially similar duties.

## **SCHEDULE B**

### **B. HEALTH CARE REOPENER –**

[No changes to language following B above and preceding 1 below]

#### **1. Re-opener**

- a. The actual premium cost for the CWA PPO, inclusive of medical and prescription costs, will be tracked each plan year following the plan's initial offering in plan year 2019.
- b. In addition, the CWA PPO premium cost increases will be monitored and compared to the national, regional and state trending of healthcare costs.
- c. Upon request from CWA, and after the Commission's review of the mid-year report, if any, the Union and State shall meet annually between March 1 and April 15 to discuss utilization and costs (actual and projected) for plans in which CWA active and retiree members are enrolled. Such meeting shall include representatives from the Treasury-Division of Pensions and Benefits. This meeting will include any interested Union(s).

#### **d. Calculations:**

- i. The Baseline Premium shall be the blended<sup>2</sup> premium for the current plan year plus 1%. For example, in plan year 2024 the baseline premium shall be the CWA PPO Plan's blended premium in plan year 2023 plus 1%.

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<sup>2</sup> Blended premium includes medical and prescription rates, for all levels of coverage.



- ii. CWA and the State shall annually calculate the “Adjusted Premium Increase” (“API”). The API shall be calculated by (a) subtracting the percent of across-the-board salary increases received by CWA-represented State employees, not compounded, between ~~July~~ July 1 to December 31 of the preceding year, from (b) the percent by which the CWA PPO renewal premium exceeds the Baseline Premium. For example, if the 2024 CWA PPO renewal premium is 6% more than the Baseline Premium and if employees have received a 4%, non-compounded, across-the-board salary increases since ~~July~~ July 1, 2023, the API is 2%.

e. **Annual Process for Applying the Escalator/De-escalator**

- i. Every year, the parties will review if the blended renewal premium for the CWA PPO in a plan year exceeds the “Baseline Premium.” If so, the CWA and the State shall enter into negotiations to lower the premium and/or reduce the rate of premium increases. Such negotiations will commence upon receipt of the SHBP’s actuary’s rate renewal recommendation premium for the upcoming plan year in or around the preceding July. The parties agree that the negotiations will involve the CWA and any other interested State bargaining unit(s). The initial meeting of the parties may also include representatives from the Division of Pension and Benefits as it relates to the rate renewal recommendation(s). A copy of the actuary’s renewal recommendation report, issued in or around July, will be provided to the Union in advance of the meeting. If an agreement is reached, CWA and the State shall jointly seek approval from the State Health Benefits Commission or Plan Design Committee, as appropriate, to implement the parties’ agreement.
- ii. If CWA and the State cannot agree upon plan design changes or other cost-saving measures that would reduce the API to at least a 0% increase over the Baseline Premium by the September 1 preceding the start of the next plan year, then an Escalator shall be applied to employee contribution rates. The Escalator to be applied to employee contribution rates shall be the percentage by which the API exceeds the Baseline Premium. For example, if the API is 2%, then the Escalator is also 2%, which is applied to the employee’s contribution rate. If an employee’s contribution rate is 5% of base salary, then by applying the Escalator, the contribution rate will increase to 5.1% of base salary. Any increase in employee contributions will be effective the first pay period of the new plan year.
- iii. If the renewal premium is below the Baseline Premium by 6% or more, CWA and the State shall discuss options to share the savings in reduced costs. or to improve the quality of the CWA PPO through design changes or other measures. If CWA and the State do not agree-to either reduce costs or improve the quality of the CWA PPO or agree upon a reduction in the employee contribution rates-by September 1 preceding the start of the plan year then contribution rates shall be reduced by the application of a De-escalator.

The De-escalator shall be the amount of the decrease in CWA PPO renewal premium below 6% of the Baseline Premium. For example, if the 2024 premium is 6.5% below the Baseline Premium, employee contribution rates shall be reduced by 0.5%. If an employee's contribution rate is 5% of base salary, then by applying the De-escalator the employee's new contribution rate shall be 4.975%. Any decrease in employee contributions will be effective the first pay period of the plan year.

- iv. The escalator or de-escalator for each plan year shall be calculated using the above methodology as described in paragraphs e(i) to e(iii) above.

## **SCHEDULE C**

### **ARTICLE 5 – DISCIPLINE**

The parties will conduct quarterly meetings to review and adjust any problems that arise under this Article. The parties agree that the continuation of this article will be reevaluated upon the expiration of this agreement.

- A. All terms of this Article apply to permanent career service employees. Intermittent employees will be covered by the terms of this Article when they enter the permanent career service. All terms of this Article also apply to unclassified employees with a minimum of three (3) years of State service. Provisional employees, and unclassified employees with less than three (3) years of State service, will be covered by Section K.
- B. Discipline of an employee shall be imposed only for just cause. Discipline under this Article means official written reprimand, fine, suspension without pay, record suspensions, reduction in grade or dismissal from service. A suspension may not be imposed for greater than forty-five (45) work days, except as specified under paragraph C below. Dismissal from service or reduction in grade based upon a layoff, or other operational judgment of the State shall not be construed to be discipline.
- C. Suspensions without pay of more than 45 days may be imposed pending the outcome of a criminal complaint, or in cases involving collateral issues including but not limited to allegations of abuse or neglect, or charges involving the loss of a license or credential that is required as a condition of employment.
- D. Disciplinary action may be initiated for any of the reasons specified in the Civil Service Commission Rules or for any circumstance amounting to sufficient cause.

- E. The burden of proof in disciplinary procedures shall be upon the State, except as otherwise provided in Section K for provisional and unclassified employees with less than three (3) years of State service.
- F. This Article is the exclusive procedure for the processing of disciplinary actions for employees covered by this Agreement. Minor discipline shall be defined as a suspension or fine of three (3) days or less or official written reprimand. Major discipline shall be defined as a suspension or fine of four (4) days or greater, demotion or termination.
- G. All references to “days” in this Article are to calendar days unless otherwise specified.

**H. General Procedures for Discipline and Departmental Review**

1. Where an appointing authority or his designee imposes or intends to impose discipline, a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) specification(s) alleging the general description of the alleged acts and/or conduct upon which the charge is based and (c) the penalty to be imposed. A copy of the preliminary notice of discipline shall be mailed to or served upon the local Union office at the same time that it is mailed to or served upon the employee.

2. The employee or the employee’s designated union representative may request a departmental review within fourteen (14) days of receipt by the employee of a preliminary notice of discipline.

3. At the request of either the appointing authority or the Union the departmental review shall be conducted as a hearing. If a hearing is not requested, the review will be conducted as a meeting. The employer representative will contact the Union within seven (7) days of the request for departmental review to mutually schedule a date and time for the review to be conducted within twenty (20) days after the request for review. If the parties are unable to agree upon a mutually convenient date within the twenty (20) day period, the Department shall go forward and schedule the review, unless the parties agree to extend the twenty (20) day period.

4. If a hearing is held, the department shall appoint an independent, ~~neutral~~ hearing officer, who has no prior knowledge of or involvement in the matter to be heard. A hearing officer will render his/her written and dated decision within twenty (20) days of the hearing.

5. Management shall provide to the Union all evidence it will present in a departmental hearing no later than ten (10) days after an appeal is filed of a Preliminary Notice of Discipline. The State may supplement its initial production of documents prior to the hearing. The Union retains its right to request additional information pursuant to section J of this Article. At the commencement of the hearing the hearing officer will state on the record that management has the burden of proving just cause for imposition of discipline, except as set forth in Section K below. There must be sufficient non-

hearsay evidence in the record to establish the facts upon which management relies in meeting its burden.

6. The employee may be represented by a steward, executive board member or other designated Union representative at the meeting/hearing. However, only one (1) person shall serve as the spokesperson for the employee and one (1) person shall serve as spokesperson for the State.

7. Management and the Union are encouraged to resolve disputes over the proposed disciplinary action at the meeting/hearing. A disciplinary dispute may be settled by a "record" suspension, with no loss in pay, at any stage of the disciplinary appeal process. Such "record" suspensions will have the same weight as a suspension without pay for purposes of progressive discipline. A "record" suspension must be agreed to by the Union and the employee, and may not be recommended or imposed by way of a Preliminary Notice of Discipline.

8. Management will simultaneously serve the local Union and the employee with the Final Notice of Discipline within twenty (20) days of the meeting or the issuance of the hearing officer's decision. The final notice will set forth the charges and the penalty to be imposed. A copy of the hearing officer's decision will be sent to the Union and employee with the Final Notice of Discipline.

9. Official written reprimands may not be appealed beyond the departmental hearing. After a period of one year from the date of the issuance of a final notice of an official written reprimand, the official written reprimand cannot be used to establish progressive discipline and shall be expunged from an employee's personnel file if requested in writing by the employee, provided the employee is not served with a preliminary notice of discipline charging the employee with misconduct of any nature prior to the expiration of the one-year period. The sunset provision identified above, including expungement, does not apply to OWRs issued for incidents of workplace violence, violations of the New Jersey State Policy Prohibiting Discrimination in the Workplace and findings of violations of State or Agency Codes of Ethics by the State Ethics Commission.

## **I. Mediation and Arbitration**

1. Within thirty (30) days of receipt of the Final Notice of Discipline, the Union may file an appeal of suspensions of eight (8) days or greater, demotions, fines, or terminations to arbitration or of suspensions of seven (7) days or less to binding mediation, by submitting a written request for arbitration or binding mediation to the Governor's Office of Employee Relations.

2. Arbitration hearings will be conducted in accordance with the procedures set forth in Article 4, except as otherwise provided in this Article.

3. The Union and the State will schedule a mediation date within ninety (90) days of the appeal of discipline to arbitration or binding mediation. At least two weeks prior

to the scheduled mediation date, either the Union or State shall provide the mediator and the Union with copies of the Final Notice of Discipline, the Preliminary Notice of Discipline, the Hearing Officer's decision and any evidence submitted by the parties at the departmental review.

4. The dispute will be heard by a mediator, who shall be selected on a rotating basis from a panel of at least eight (8) mediators agreed upon by the parties in accordance with paragraph 21 of this section below. The employee must attend the mediation and may be represented by a steward, executive board member or other designated Union representative. Each party shall have persons with authority to settle the disciplinary appeal present at mediation, and if a proposed settlement exceeds the authority of the department or Union representative present at mediation, the representative shall have access to a person with greater authority by phone. An employee who has been given notice of the scheduled mediation and fails to appear shall be deemed to have waived the right to appeal any settlement reached by the parties at mediation. The parties agree that neither side shall be represented by counsel at the mediation.

5. If a dispute involves a suspension of seven (7) days or less and is not resolved by the parties with the assistance of the mediator, the mediator shall issue a final and binding decision in accordance with the following procedures:

a. The mediator shall determine whether there was just cause for the imposition of discipline.

b. A mediator hearing a dispute shall have the same authority as an arbitrator pursuant to paragraphs 17 and 18 below.

c. If the mediator deems the taking of testimony necessary to resolve material disputes of fact or to otherwise aid the mediator in rendering a final decision, the mediator shall schedule one or more additional days to take testimony she/he deems necessary. The additional dates shall be held within 45 days of the initial mediation date.

d. In binding mediation proceedings, there shall be no briefs and the mediator shall issue a bench decision, which the mediator shall memorialize in writing at the request of either the Union or the State.

6. If the dispute involves a suspension of greater than seven (7) days, a fine, a demotion, or a termination and is not resolved at mediation, the dispute shall be scheduled for arbitration, at the request of the Union. The arbitrator will not be the same panel member who acted as the mediator.

7. The arbitration shall be held within one hundred eighty (180) days of the mediation.

8.a. For termination cases involving a single FNDA, the arbitrator shall propose a minimum of five (5) dates for the hearing that fall within the 180-day period. The dates proposed by the arbitrator shall be consecutive to the extent possible, and if not consecutive, as close together as possible. In the event the arbitrator cannot provide five dates during that period, the next arbitrator on the list will be contacted and asked to

provide five dates within the 180-day period. Both the State and Union shall accept at least three of the five dates proposed. The parties will attempt to select a third day which is at least fifteen (15) days after the second day of hearing, but not more than thirty (30) days after the second day of hearing.

b. The parties agree to use best efforts to conclude termination hearings within three (3) days, with the Union and State equally dividing the time to the extent feasible and reasonable. Either party may request additional hearing days, if necessary. Once a date has been confirmed, adjournments shall only be granted upon a showing of good cause. Consent for an adjournment or for additional days of hearing shall not be unreasonably denied. The arbitrator shall have the authority to resolve disputes over requests for adjournments, additional days of hearing, and disputes involving the production of documents and information.

9.a. For all other discipline appeals involving a single FNDA, the arbitrator shall propose a minimum of three dates for the hearing that fall within the 180-day period. In the event the arbitrator cannot provide three dates during that period, the next arbitrator on the list will be contacted and asked to provide three dates within the 180-day period. The State and Union shall accept at least two of the three dates proposed. In those instances where the parties agree that an arbitration is unlikely to require two days of hearing, they may agree to schedule a single day.

b. The parties agree to make best efforts to conclude hearings within two (2) days, with the Union and State equally dividing the time to the extent feasible and reasonable. Either party may request additional hearing days, if necessary. Once a date has been confirmed, adjournments shall only be granted upon a showing of good cause. Consent for an adjournment or for additional days of hearing shall not be unreasonably denied. The arbitrator shall have the authority to resolve disputes over requests for adjournments, additional days of hearing, and disputes involving the production of documents and information.

10. Unless otherwise agreed, scheduled hearing dates will begin at 10:00 a.m. and conclude at 4:00 p.m.

11. The arbitrator shall have the authority to make determinations about the redundancy of witness testimony. The parties will explore the ability to stipulate to facts and testimony in advance of the hearing.

12. Upon request of either the Union or the State, witnesses who are unavailable to testify in person at an arbitration hearing may testify by Skype, or a reasonably equivalent video program. If there is a dispute as to whether a witness is unavailable to testify, the arbitrator will resolve the dispute prior to the hearing following a telephone call with the parties.

13. The parties will discuss the feasibility of consolidating related Final Notices of Disciplinary Action for hearing. If FNDAs are consolidated, the timeframes set forth in paragraphs 8 and 9 shall not apply and the parties shall conduct a conference call with the

arbitrator upon his/her appointment to determine the number of days necessary to complete the hearing, using the above timeframes for guidance.

14. Paragraphs 8-13 are intended to expedite the arbitration process by avoiding duplicative and unnecessary testimony and unreasonable delays, but are not intended to prevent either party from presenting its proofs.

15. The parties may agree to oral summation for all appeals involving suspensions of eight (8) days or more, fines, demotions, or terminations. If the parties agree to oral summations, arbitrators shall issue bench decisions immediately following oral summations by the parties, unless the parties mutually agree to a written decision. Written submissions shall be submitted within thirty (30) days from the last day of the hearing or within thirty (30) days from receipt of the final transcript, whichever is later. Each party shall submit its written summation to the arbitrator by electronic mail. Once the arbitrator receives the written summations from both parties, he/she shall ensure a mutual exchange of the summations to both parties.

16. In those cases in which an arbitrator does not issue a bench decision, the arbitrator shall issue a written decision within 20 days from the close of the record. The record shall be closed upon receipt by the arbitrator of the written submission from the parties, unless the parties agree to waive filing of written submissions and to sum up the case orally before the arbitrator, in which case the record shall be deemed closed from the date of the last date of hearing or the receipt of transcripts if transcripts were required.

17. The arbitrator shall determine whether discipline was imposed for just cause. The arbitrator shall also have the authority to hear and remedy allegations that the disciplinary procedures of this Article were violated by either party, if those allegations are raised by the party making the allegation prior to the commencement of the arbitration in connection with the specific disciplinary appeal before the arbitrator. The arbitrator shall not have the authority to hear and/or remedy any such allegations if they are not raised at the time of the departmental meeting or hearing if those issues were known or should have been known at the time. If the arbitrator determines that discipline was imposed without just cause, the arbitrator shall have the power to (a) reinstate the employee to his or her position, (b) reduce the penalty, (c) award back pay and (d) restore all seniority the employee would have earned had the employee not been improperly disciplined. If the arbitrator determines that termination is too severe a penalty, the arbitrator may reduce the penalty and may deny back pay for any part of the period the employee was out or for all of the time that the employee was out of work without pay due to the disciplinary action regardless of the maximum period of suspension set forth in Section B of this Article. In cases where an employee was suspended pending the outcome of a criminal complaint, or in cases involving the resolution of collateral issues, including but not limited to allegations of abuse or neglect, or in cases involving the loss of a license or credential required as a condition of employment, the Arbitrator shall

determine the appropriate length of suspension without pay without regard to the time limits set forth in Section B of this Article.

18. The decision of the arbitrator will be final and binding. After the issuance of an award, the arbitrator shall retain jurisdiction for sixty (60) days to resolve any disputes as to the implementation of the remedy.

19. The fees and expenses of the arbitrator and mediator shall be divided equally between the parties. Either party may make a verbatim record through a certified transcriber at the requesting party's expense. However, if both parties request a copy of the transcript, the cost of the transcript and the reporter shall be shared equally between the parties. The cost of any transcript (or copy of any transcript) requested by the Arbitrator shall be shared equally by the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

20. Within thirty (30) days of the execution of this Agreement, the parties shall mutually agree upon a panel of not less than six (6) disciplinary arbitrators. Each member of the panel shall serve in turn as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30) days from the execution of this Agreement, arbitrators shall be selected, on a case-by-case basis under the selection procedure of the Public Employment Relations Commission until such time as the parties agree upon a panel. The arbitration panel shall be jointly administered by the Union and the State.

21. Within thirty (30) days of the execution of this Agreement, the parties shall mutually agree upon a panel of not less than eight (8) disciplinary mediators. Where a member of the panel is unable to serve, the next member in sequence shall then serve. In the event the parties are unable to agree upon a panel of mediators within thirty (30) days from the execution of this Agreement, mediators shall be selected, under the selection procedure of the Public Employment Relations Commission until such time as the parties agree upon a panel. The mediation panel shall be jointly administered by the Union and the State.

22. The location of arbitrations and mediations shall be rotated between the offices of the Union and the State.

23. Absent mutual agreement the timelines in this section will be enforced. Agreement to extend timeframes shall not unreasonably withheld.

## **J. Information**

1. The State upon request, will make available to the Union information in its possession to which the Union is entitled to properly represent the employee. Management will provide the requested information within seven (7) calendar days from receipt of the request. Information to which the Union is entitled, includes, but is not limited to, all witness statements relevant to the charges, investigation and other reports, but excluding EEO investigative and workplace



violence reports. If a department/agency relies on the contents of an EEO or workplace violence investigation reports in deciding to bring disciplinary charges against an employee, the reports shall be provided to the Union, subject to the Union entering into a confidentiality agreement. EEO and workplace violence investigation reports may be redacted where statutorily required or where necessary to protect personal information. The names of unit members will not be redacted from investigation reports. In addition, the parties will continue the existing practice of providing child abuse and neglect records subject to a confidentiality agreement already utilized by the parties.

2. The parties will exchange the names of witnesses they may call and documents they may introduce at the arbitration hearing. Names and documents will be exchanged within seven (7) days from the date of a request from either party and in no event later than seven (7) days prior to the arbitration hearing. The Union is not precluded from calling witnesses and submitting documents that were not provided to the State prior to the arbitration hearing, based on the case presented by the State at arbitration. After the Union identifies a witness to the State, the State will not interview the witness without first notifying the Union. Such notification will not be less than forty-eight (48) hours prior to the interview. The Union is not obligated to aid the State in sustaining its burden of proof in a disciplinary proceeding and the State continues to be under an obligation to undertake a thorough and complete investigation before bringing disciplinary charges against an employee.

3. The parties shall make a good faith effort to informally resolve disputes which arise as to information requests. However, if the parties are unable to agree upon the nature of the information to be provided, a dispute may be submitted to OER for resolution. If after submission to OER the dispute is not resolved, the parties may seek resolution of the dispute in an administrative or judicial forum or through arbitration.

#### **K. Discipline Procedures for Provisional Employees and Unclassified Employees with Less than Three (3) Years of Service.**

1. The following is the disciplinary appeal procedure for unclassified employees not covered by a statutory discipline procedure who have more than six (6) months but less than three (3) years of consecutive State service and provisional employees who have been employed in such capacity for a minimum of six (6) months.

a. At her or his request, the employee may be represented by a Steward, or a non-State employee representative of the Union.

b. Employees who are subject to discipline, other than dismissal from service, as detailed below, are entitled to utilize the provisions of this Article through the departmental/agency review level, the decision at which shall be final. The burden of proof in such procedures shall be on the employee.

c. Nothing in this Article shall be construed as limiting the State from exercising its inherent discretion to dismiss employees covered by this section who serve at the pleasure of the department or agency head, without stating the reasons for the dismissal.

i. In the event an employee is dismissed without receiving specific written reasons the

State will provide the employee with ten (10) calendar days' advance notice. Employees dismissed for reasons other either party may make a verbatim record through a certified shorthand reporter. Such record is to be made at the expense of the party who requests the reporter. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally.

#### **L. Disciplinary Investigations**

If an employee reasonably believes he or she may be disciplined, he/she may request Union representation. The employee has the right to be accompanied by his/her Union representative during an investigatory interview. The Union representative has the right to provide advice and counsel to the employee.

#### **M. Time Off**

1. An employee and his/her designated union representative will be granted time off without loss of pay to attend a departmental review meeting or hearing, a mediation and an arbitration hearing and to travel to and from such meetings, mediations and hearings.

2. If a meeting, mediation or hearing extends beyond the employee's normal working hours, compensatory time equal to the additional time spent at the meeting or hearing will be granted, but will not be considered time worked for the computation of overtime. If the meeting, mediation or hearing ends prior to the end of the employee's normal working hours, the employee will return to work.

3. A reasonable number of witnesses employed by the State upon three (3) days' notice will be granted time with pay to attend departmental review meetings and hearings, arbitration hearings and to travel to and from such meetings and hearings.

#### **N. General Provisions**

1. An employee may be suspended immediately and prior to a departmental review where it is determined that either:

a. the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or that an immediate suspension is necessary to maintain the health and safety of employees and/or the public, order or effective direction in public services; or

b. the employee is formally charged with a crime of the first, second or third degree or a crime of the fourth degree on the job or directly related to the job.

c. At the same time as the employee is presented with the reasons as to why an immediate suspension is necessary, the employee shall be presented with the charges and general evidence in support of the charges and provided with sufficient opportunity to review the charges and the evidence in order to respond to the charges before a representative of the appointing authority. The employee may be represented by an authorized union representative. A department representative shall conduct a predetermination proceeding and shall render a written determination as to whether an immediate suspension satisfies the standards in paragraphs (a) and (b) above.

2. Where criminal charges are initiated, the right of an employee to representation by an

attorney shall not be denied.

3. The parties agree that disciplinary charges should be timely filed. An employee shall not be disciplined for acts which occurred more than one year before the date on which the Preliminary Notice of Discipline is filed, except under the following circumstances: (1) the acts that are the subject of discipline would constitute a crime; or (2) the person filing the Disciplinary Notice did not have sufficient information to file the Notice prior to one year from the date of occurrence. If a Preliminary Notice is filed more than a year after the date of occurrence based on exception 2 above, the Notice will be filed within forty-five (45) ~~sixty (60)~~ days from the date management acquired sufficient information. Charges that are brought against an employee after the issuance of a Final Notice of termination, must be brought in good faith, based on conduct or incidents that were not known at the time the initial FNDA was issued.

4. Nothing in this Article or Agreement shall be construed to limit the right of the State to implement any disciplinary action notwithstanding the pendency of any grievance.

5. When a final determination of innocence is rendered through a decision arising out of a Departmental hearing, or discipline arbitration hearing, the employee initially disciplined shall not be recharged with discipline, on matters arising out of the same facts that the initial discipline was based upon.

6. At Departmental hearings

7. The parties will designate an arbitrator to hear disputes involving back pay, seniority and benefits that may arise with respect to the imposition of discipline prior to the submission of a disciplinary dispute to arbitration. In deciding such disputes, the arbitrator shall apply the standards, to the extent applicable, set forth in N.J.A.C. 4A:2-2.10, that were in effect at the time this agreement was entered into. After the submission of a disciplinary dispute to arbitration, the arbitrator hearing the case shall decide disputes involving back pay, seniority, and benefits.

8. By agreement of the parties, mediations, arbitrations or other hearings may be held remotely.

## **SCHEDULE D**

### **Memorandum of Understanding between CWA, the Civil Service Commission and the Governor's Office of Employee Relations regarding the hiring of employees into VWXY job classifications**

WHEREAS, Article 1 of the expiring 2019-2023 collective negotiations agreement between CWA and the State provides, in relevant part, that the parties shall meet to discuss and resolve issues/disputes with respect to the inclusion of employees in VWXY titles in CWA negotiations unit; and

WHEREAS, CWA and GOER have taken steps to meet that commitment and have successfully resolved a significant number of issues/disputes; and

WHEREAS, VWXY title designations are often necessary and appropriate;

WHEREAS, the parties also recognize that individuals performing CWA negotiations unit work, who are not otherwise legally or contractually barred from inclusion, are appropriately included in the A, P, R, or S CWA negotiations units;

NOW THEREFORE, to further their shared goal of goal of appropriately designating prospective employees into unit and title designations, the parties agree:

1. Effective October 23, 2023, prior to CSC granting approval to hire an individual into a VWXY title (“the prospective employee”), the appointing authority shall submit to CSC the following:
  - a. A DPF 44S describing the duties the prospective employee will be performing;
  - b. A DPF 10;
  - c. The DPF 44S and DPF 10 forms submitted by the appointing authority shall include certifications that:
    - i. At the time of submission, the description of the prospective employee’s duties is accurate and complete;
    - ii. At the time of submission, to the signatory’s knowledge, that the major job responsibilities to be assigned to the prospective employee are not performed in the Department by a CWA negotiations unit title, that the major job responsibilities to be assigned to the prospective employees were not and are not performed in the Department by a CWA negotiations unit employee, and that the major job responsibilities to be assigned to a prospective employees were not performed in the Department by a CWA negotiations unit title within the last three years.
  - d. A table of organization reflecting the prospective employee’s position in the organizational hierarchy; and
  - e. The resume or CV for the prospective employee.
2. Effective October 23, 2023, after CSC has approved a VWXY hiring based on the documentation certified to by the appointing authority:
  - a. Within 45 days of CSC’s grant of approval to hire an individual into a VWXY title, the appointing authority shall provide CWA with a copy of the documents it submitted in support of its application for approval to hire the individual.
  - b. Within 30 days of receipt of the provided documents, if CWA believes that the employee is performing negotiations unit work, CWA shall provide GOER with

the basis for its belief and CWA shall notify GOER of the CWA job title and/or individual performing major job responsibilities performed by the newly hired individual.<sup>3</sup>

- c. If the parties agree that the employee in question should be included in a CWA negotiations unit or if the Public Employment Relations Commission determines that the employee is performing negotiations unit work, the employee shall be designated as part the CWA negotiations unit. Within 10 days of the employee's designation, the appointing authority shall notify the employee of such designation. The employee will also be notified the position will be subject to a job classification review by the CSC to determine the appropriate job title.

CWA and GOER shall jointly submit an application to CSC for classification review and CSC shall then determine if the negotiations unit duties are appropriately performed by a career service title or by an unclassified title.

If CSC determines that the duties should be assigned to a career service title, the position shall be converted to the appropriate career service title. If there is an existing eligibility list, the position will be filled through normal CSC procedures. If there is no eligibility list, the individual in the position shall be deemed provisional and the position shall then be posted and filled through normal CSC promotional or open competitive procedures.

If CSC determines that the duties are appropriately performed by an unclassified title, the employee shall be placed in an existing negotiations unit unclassified title.

3. Conversion of employees in VWXY titles performing negotiations unit work prior to October 23, 2023.
  - a. The March 14, 2023 CSC decision regarding conversion of VWXY positions is incorporated by reference as if fully set forth in this MOU. This process may also include VWXY positions which require a classification review because the parties have not agreed upon a title.
  - b. In addition, CWA and GOER may submit one additional request to convert OIT and BPU VWXY employees to career service titles, if appropriate, using the method set forth in CSC's March 14, 2023 decision. This process may also include VWXY positions which require a classification review because the parties have not agreed upon a title.

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<sup>3</sup> CWA reserves the right to assert that new duties assigned to a VWXY employee are negotiations unit duties.

- c. All approvals sought by BPU and/or OIT to hire VXWY titles occurring on or after September 1, 2023, are subject to the processes described in Paragraphs 1 and 2, above.
- 4. The provisions of this Agreement do not apply to those titles/appointments specifically excluded from the negotiations unit pursuant to the April 6, 2021 VWXY memorandum of agreement entered into between the CWA and GOER.
- 5. GOER’s signature on this MOU is limited to its role as outlined in Paragraphs 2-4.

On behalf of CWA

On behalf of the State

/s/Fran Ehret, NJ Area Director

/s/ Yvonne Catley

Dated: 10-1-2023

Dated: 10-1-2023

On behalf of CSC

/s/Allison Chris Meyers, Chair, CSC

Dated: 10-1-2023

**SCHEDULE E1**

**Side Letter of Agreement between the State of New Jersey and the Communications Workers of America, AFL-CIO, regarding the Job Security Side Letter for Inclusion in the MOA**

- 1. CWA and the State agree to continue to include in the Job Security Side letter the following sentence: “It is understood that the decision to privatize is a managerial prerogative that may not be subject to the negotiations process.”
- 2. CWA and the State acknowledge that the language referenced in paragraph 1 above was included in the parties’ collective negotiations agreements prior to the enactment of the Responsible Collective Negotiations Act (RCNA), P.L. 2021; chapter 411.
- 3. Notwithstanding the inclusion of the language referenced in paragraph 1 above, CWA and the State reserve and do not waive their rights to maintain their respective positions as to the negotiability of the decision to privatize. Specifically, the State recognizes the right of CWA to maintain that the decision to privatize is a permissive subject of negotiations under the RCNA, and CWA recognizes the right of the State to maintain that the decision to privatize is a non-negotiable managerial prerogative.

4. The State and CWA agree that if a scope of negotiations dispute arises with respect to ~~whether~~ a grievance regarding the privatization language of the Job Security Letter (set forth in paragraph 1 above) in the CNA, it shall be resolved by PERC through a scope of negotiations petition.
5. The parties agree that the inclusion of the privatization language (as set forth in Paragraph 1 above) in the CNA shall not be relied upon as evidence that CWA agrees the decision to privatize is a non-negotiable managerial prerogative.
6. The parties further agree that the inclusion of the privatization language (as set forth in Paragraph 1 above) in the CNA shall not be relied upon as evidence that CWA agrees that a grievance alleging a violation of the Job Security Letter is not substantively or contractually arbitrable.

## **SCHEDULE E2**

### SIDE LETTER OF AGREEMENT #7- Job Security

A. This Side Letter confirms the understanding between the parties regarding some of the efforts the State of New Jersey (State) will undertake to lessen the impact of future privatization initiatives or the closing of State facilities that occur during the period from ratification of this contract through June 30, 2027 and which impact on employees in CWA negotiation units. This letter refers to negotiation unit employees who may be laid off or demoted at the conclusion of the State's layoff procedures as the result of the State's decision to privatize a function or to close a facility.

B. In the event the State seriously considers privatization or closure of a facility or function that could result in the layoff or displacement of negotiation unit employees, the State agrees to use best efforts to provide the Union reasonable advance notice, of 120 days notice, but not less than 90 days, prior to awarding a privatization contract to perform the work or prior to the close of a facility. Accompanying the notice will be an accounting of all costs under the privatization and a comprehensive cost analysis.

C. The Union shall be given the opportunity to demonstrate that unit employees will do the same work more efficiently than a private contractor and/or suggest alternatives to the proposed privatization. The State agrees to provide the Union, upon request, with relevant cost information necessary to enable the Union to develop its economic position, including public documents involving the RFP, once issued, unless such information is barred from disclosure by law. Proprietary and other confidential information that is not legally barred from disclosure shall be provided pursuant to a confidentiality agreement. The State shall meet with the Union within forty-five (45) days of notice of privatization issued pursuant to section B above. It is understood that the decision to privatize is a managerial prerogative that may not be subject to the negotiation process<sup>4</sup>.

D. The parties shall utilize the State Auditor to determine whether substantial cost savings will occur if the privatization occurs. The State agrees to provide the Union, upon request, with public

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<sup>4</sup> CWA reserves all rights to challenge whether the RCNA abolished subcontracting as a management right in the appropriate forum.

documents provided to the Auditor unless such information is barred from disclosure by law. Proprietary and other confidential information that is not legally barred from disclosure shall be provided pursuant to a confidentiality agreement. Where the State Auditor determines there is no substantial cost savings the State will undertake best efforts to ensure that there shall be no layoff or adverse economic impact on State employees. .

E. If there is a pending or proposed general layoff, the State shall review existing private contracts for work similar to that of the employees considered for layoff or dislocation. Unless a cost analysis shows substantial cost savings for those existing private contracts, the State will use its best efforts to bring the work performed under private contract(s) back in house.

F. Effective July 1, 2019, when privatization is undertaken as a cost savings, the State Auditor will conduct periodic post audit cost analysis to determine whether or not there continues to be cost savings. Where there is not cost savings, the State shall make its best efforts to bring the work back in house.

G. The State agrees to make good faith efforts that shall include compliance with all Civil Service regulations to lessen the possibility of the layoff or demotion-in-lieu-of layoff of employees in the negotiation unit.

Consistent with Civil Service regulations, The State will consider the following pre-layoff actions prior to any permanent employees being laid off or demoted:

1. Hiring and promotion freezes;
2. Separation of non-permanent employees;
3. Returning provisional employees to their permanent titles;
4. Securing of transfers and reassignment to other employment;
5. Filling of existing vacancies; and
6. Voluntary reduced work time and voluntary layoff or demotion.

H. The efforts the State will undertake to alleviate the impact on employees laid off as a result of such actions shall include one or more of the following as appropriate under the existing circumstances and shall be subject to discussions between the State and the Union:

1. Establishing hiring freezes for positions determined by the Civil Service Commission to have the same or similar duties and responsibilities at other State locations within the department affected to create openings which will be filled by qualified laid off employees and, if practicable, by employees targeted for layoff, all in accordance with Civil Service ~~and SAC~~ rules and regulations;
2. Providing training for qualified employees to the extent there are openings and laid off employees require training to fill them; and



3. Good faith attempts will be made to fill positions determined by the Civil Service Commission to have substantially the same or similar duties and responsibilities at other State locations by qualified laid off or demoted employees and, if practicable, by employees targeted for layoff. As practicable, the State shall train "at risk" employees to allow movement from the "at risk" location to work locations within or outside the appointing authority where positions are available. It is understood that all such actions must be consistent with operative law and Civil Service regulation.
- I. Whenever practicable, contracts entered into by the State for the performance of negotiations unit work may provide for the preferential hiring of qualified State employees.

## **SCHEDULE F**

### **ARTICLE 25 – UNION RIGHTS AND REPRESENTATIVES**

#### **A. Access to Premises**

1. Union officials and duly authorized Union representatives, whose names and identification have been previously submitted to and acknowledged by the State, shall be admitted to the premises of the State on Union business. Requests for such visits shall be directed with reasonable advance notice to State officials who shall be designated by the State and shall include the purpose of the visit, proposed time and date and specific work areas involved. Permission for such visits shall not be unreasonably withheld. Provided that requests have been made pursuant to this paragraph, such Union Officials shall have the opportunity to consult with employees in the unit before the start of the work shift, during lunch or breaks, or after completion of the work shift. The State will designate appropriate places for such meetings at its facilities. Access to the premises as set forth in this paragraph shall not be given by the State to any employee organization other than to the Union set forth herein or to any officer or representative of such other employee organization for the purpose of communicating with employees in this unit.

2. The Union shall be allowed to conduct normal business meetings on State properties, provided that space is available during hours when the facilities are open; requests are made and approved at least five (5) days in advance of the proposed date of use and that liability for the damages, care and maintenance, and any costs which are attendant thereto are borne by the Union. Employees may attend such meetings only during off duty hours. Less notice may be acceptable to the State.

3. The above is not intended to restrict Union Officials and Representatives from exercising their ordinary right as citizens as regards access to the public premises of the State.

#### **B. Leave of Absence for Union Activity**

1. The State agrees to provide leaves of absence with pay for designees of the Union to attend Union activities. The Professional, Administrative and Clerical Services and Primary Level Supervisors and Higher Level Supervisors may use an aggregate of 2,500 days of such leave of absence during each year of the Agreement. After the contract is ratified, all stewards receive two paid days to attend training sessions on new

contract language without the need to use the allotted paid leave days provided above.

2. a. This leave is to be used for participation in regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated and for training programs or other Union activity for which appropriate approval by the State is required and which approval shall not be unreasonably withheld.

b. Applications for the use of such leave on behalf of designees of the Union shall be made in writing to the appropriate department labor relations coordinator ten (10) days in advance by the Local President or other duly authorized local union representative.

3. Leaves will be granted individuals authorized by the Local President, subject to the limitations set forth above. Authorized leaves granted to an individual shall not exceed a maximum of thirty (30) in a year and ten (10) days of paid leave for any single activity except where special approval of an exception may be granted by the State. Approval for such leave shall not be unreasonably withheld.

4. Upon prior approval of the State, leave not utilized in a yearly period may be accumulated and may be carried forward for use in the following calendar year. Written requests for approval shall be submitted no later than thirty (30) days prior to the end of the year period. This request shall not be unreasonably denied.

5. In addition, the State agrees to provide additional leave of absence without pay for designees of the Union to attend Union activities. The Professional, Administrative and Clerical Services and Primary Level Supervisors, and Higher-Level Supervisors Units may use an aggregate of 2,500 days of such leave of absence during each year of the Agreement.

6. This additional leave of absence without pay is to be used under the same conditions and restrictions expressed in connection with leaves of absence with pay.

7. The time provided herein is in addition to time provided elsewhere in this Agreement for negotiations meetings and contract administration meetings.

8. Union Leave shall be tracked by way of a voucher system administered as follows:

a. The State will print the required number of vouchers for all four bargaining units in the aggregate. The vouchers will be divided into two parts with each part equal to ½ day of union leave. The vouchers will be individually numbered in sequence and contain a means of authenticating the voucher to prevent counterfeiting of the vouchers.

b. In June of each year, the State will provide to the CWA Area Office in Trenton, the complete supply of vouchers for the Administrative/Clerical, Professional, Primary Level Supervisor and Higher Level Supervisor units. The Area Office will distribute the vouchers to the State Worker Locals.

c. The Local Union President, or designee, shall give the vouchers, in half day increments, to the appropriate department labor relations coordinator at least 5 (five) days in advance. Said voucher will contain relevant information as to name, job title, Department, Division, work location, date(s) for release from work, purpose of the release from work and signature of the Local Union President or his or her designee.

d. The Department Labor Relations Coordinator shall immediately notify the Supervisor of the bargaining unit member of the receipt of the voucher. The Supervisor shall notify the bargaining unit member that he or she has been released from work for Union activity on the requested date.

e. In the event the employee cannot be released from work by the department due

to an operational reason or if the employee is unable to attend due to sickness or other good cause the Department Labor Relations Coordinator shall issue a credit voucher to the requesting CWA Local Union President. The credit shall be in the amount of the original request. Credit vouchers shall be utilized in the same manner as original vouchers. The Union will be responsible for notifying the Department of any employee who is released from work on union leave and is unable to attend due to sickness or other good cause.

f. In the event a Department Labor Relations Coordinator denies a request for release from work for Union activity, the CWA Local Union may appeal the denial to the Office of Employee Relations.

g. All other provisions relating to release from work for Union activity in Article 25 shall apply to the operation of the union leave voucher system.

### **C. Bulletin Boards**

1. In central locations and in work areas where there are large numbers of employees covered by this Agreement, the State will make space available on existing bulletin boards which space will be for the exclusive use of the Union. The space provided on each bulletin board will minimally approximate 30" by 30" or an equivalent. If the Union desires bulletin boards at other locations, then it may request permission to provide its own bulletin boards. Approval of such requests shall conform to State standards and will not be unreasonably withheld by the State.

2. Appropriate material on such bulletin boards shall be posted and removed by representatives of the Union. The material shall not contain anything profane, obscene or defamatory, of the State or its representatives and employees, nor anything constituting election campaign material. Materials, which violate provisions of this Article, shall not be posted. Material to be posted will consist of the following:

- a. Union elections and results thereof;
- b. Union appointments;
- c. Union meetings;
- d. Social and recreational events of the Union;
- e. Reports of official Union business and achievements.

3. The Union will be permitted to post notices on designated bulletin boards where available in field locations not within institutions or offices of the State provided such postings are consistent with the conditions agreed to above.

4. The State may, upon request of the Union undertake to make specific postings of authorized materials on behalf of the Union.

5. The State will provide space in central locations and areas frequented by employees in the unit where Union newspapers, circulars and literature may be placed so that employees may pick up copies during non-work time provided that such material for distribution is consistent with Item 2 of this provision. It is further agreed that the Union will assure that all undistributed literature is removed from the distribution points after a reasonable time.

### **D. Representation Lists**

1. The Union agrees to furnish the State with complete written lists of Union representatives including Shop Stewards or alternates and their appropriate and mutually agreed upon grievance districts. The Union further agrees to inform the State through the Office of Employee Relations of any changes and to keep such lists current and correct at

all times.

2. The State will appoint appropriate representatives of management at each location who will respond to the Union in Grievance Procedure or other designated functions. The State will provide a list of such management representatives to the Union.

#### **E. Union Stewards and Representatives**

The Union has the sole right and discretion to designate employees of the State who are authorized to serve as the Union's representatives, including, stewards or alternates, and local executive board members. The Union will specify the responsibilities and authority of its representatives to act on behalf of the Union. The parties agree that the privileges afforded to Stewards, elsewhere provided, are applicable to a reasonable number of Stewards. Should conflict arise in the administration of this clause, the parties agree to resolve the conflict(s) through further discussions.

#### **F. Union Privileges**

1. Where the State has a newsletter or house organ, which is published periodically for the information of employees, announcements of Union meetings of unit representatives or affairs may be included if requested by the unit representative.

2. Where the Union has mail to be delivered to its officers or other representatives, the inter-office mail system will be made available to deliver such mail within any institution or building provided that priority is retained for the business of the State.

3. Where there are public address systems in the work areas, the unit representative may submit notices of meetings or other unit matters which will be announced except where the broadcast system is open to the public or to persons in the care and custody of the State, where such announcements may be inappropriate.

4. When telephone messages for unit representatives are received by the employer, the message will be delivered to the representative at the earliest possible time.

5. The President of a local may request use of available space for storage of papers and files of the local council or chapter pertaining to State employees. Provisions of such space shall not be unreasonably withheld, when available; however, the provision of space shall not take priority over essential operational uses and the State shall incur no responsibility for the security or safety of any Union materials nor any liability for loss or damages which may occur. Further, the Union may be permitted to furnish file cabinets or other equipment related to the commitment above under the same conditions. The permission to utilize the facilities of the State may be withdrawn at any time, but will not be unreasonably withdrawn.

6. When a managerial or consultant investigating or implementing committee seeks views of employees affected, the Union shall be notified and one of the employees who will be allowed to speak shall be a person selected by the Union. Where such an investigation procedure is undertaken without the solicitation of views of employees, the Union may present a written statement of its views to the investigating agent.

7. Regulations or documents specified in this Agreement shall be available for reference at the Personnel Office of the employee seeking the information.

#### **G. Informational Postcards**

The Union will make available to the Departments self-addressed stamped postcards. The postcard will contain space for the following information: Employee name, employee address, home phone number, job title, hiring date, department which hired employee, employee's work location, and the payroll number where the employee

works.

Upon receipt of such cards from the Union, the department's personnel office(s) will distribute the card to new hires when the new hire comes in to fill out the necessary paperwork needed to initiate the payroll processes. The card can be filled out by the new hires. Cards filled out by the new hire will be forwarded to the Union via the mail.

#### **H. Membership Packets**

The Union representative may supply membership packets which contain information for distribution to employees in the unit, including the role of the Union representative, the membership application and a copy of this Agreement as well as other material mutually agreed to by the State and the Union representative. The State agrees to distribute such membership packets to all employees in the unit at the time such employees receive the copies of this Agreement and to new employees during the initial phases of employment which shall not ordinarily exceed twenty (20) days from the date of employment.

#### **I. Orientation Sessions**

##### **Contract Benefit Orientation Sessions<sup>5</sup>**

1. During the term of this Agreement, upon commencement of employment to a CWA represented position, new employees shall be scheduled to attend a Statewide Contract Benefit Orientation (CBO) session that will be conducted jointly at least monthly by CWA and the Division of Pensions and Benefits (DPB). CWA shall provide staff to conduct these orientations. In the event of low expected attendance, the parties may agree to reschedule or consolidate the orientation session to a different date.
2. At the CBO, new employees shall receive an introduction to the health, pension, and other benefits provided pursuant to the parties' Agreement, the State Health Benefits Program, and the Public Employment Retirement System. Presentations shall be conducted jointly by Union and DPB representatives, with both DPB and CWA representatives having an opportunity to present information. Employees attending the CBO shall have an opportunity to enroll in and obtain information regarding the various health plans, the deferred compensation plan, and other benefits.
3. Health and other benefit enrollment forms provided to CWA unit employees shall include a heading stating that the benefits are provided under the Collective Negotiations Agreements between the CWA and the State and pursuant to law.
4. In addition to the orientation period during which the Union and the Division of Pensions and Benefits shall present information on healthcare and other benefit programs and assist employees in enrolling in the benefit programs, there shall be an additional 45 minute period during the Orientation session when new employees will have the opportunity to meet with Union Representatives privately.

##### **Department/Agency Orientation Sessions**

5. Where departments, agencies, and other appointing authorities hold their own Orientation Sessions to review departmental policies and practices for new employees, CWA will be notified of these sessions and will have the right to have local

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<sup>5</sup> CBOs shall begin on January 1, 2024.

representatives attend such sessions to speak privately with new employees for not less than thirty (30) minutes to discuss the rights and benefits of membership in CWA.

6. Department/agency orientation sessions and employee meetings under this section of Article 25 shall be scheduled with the Union, with fourteen (14) calendar days' (two weeks) notice to accommodate the schedules of Union representatives attending such sessions and meetings, when a department does not have a regular schedule or when a department's regular orientation schedule changes. At least one week prior to the orientation, the department shall provide, to the extent known, the names, job titles and work locations of negotiations unit employees who will be attending the department orientation sessions. If maintained electronically, such information including emails and phone numbers shall be provided to the Union within seven (7) calendar days of an orientation session or employee meeting.

7. CBO and Department orientation sessions shall be in-person unless the parties mutually agree to remote or hybrid sessions.

#### **J. CWA Use of Email**

1. The Union shall have the right to use the State's email system to connect with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union.

2. E-mail communications from CWA Locals and/or National Union to negotiations unit members, including Union stewards, may be individual or group communications, but group communications shall be limited to negotiations unit members in a single department or appointing authority.

3. CWA stewards may utilize the State's email system to transmit information to bargaining unit employees within their department or appointing authority.

4. CWA shall cooperate with the State in ensuring that the Union's use of the State email system shall not impair operation of the system. Attachments to email communications are limited to clip art, text documents, PDF files and HTML links to the National Union's and local union's web sites. The total size of all attachments to any single email may not exceed one megabyte. All emails shall be from an email address that identifies the responsible sender and not a common or shared address. The Union recognizes that such emails are not confidential and the State does not waive its rights to review them.

5. No email permitted by this Agreement shall contain material or content constituting campaign material or political solicitation. (See N.J.A.C. 4A:10-1.2). Nothing in this email policy shall be construed to permit the use of the State's email system for purposes inconsistent with paragraph 1 above.

6. The content of emails permitted by this Agreement shall conform to the terms of this Article, and with all applicable laws and regulations, and with existing work rules and policies, including as contained in this Agreement, such as anti-harassment and anti-discrimination policies presently maintained by the State.

7. The Union agrees that the State shall not be responsible for the Union's use of the State's email system.

## **SCHEDULE G**

### **E. The Use of TES, Temporary employees<sup>6</sup> and Agency Temps**

1. During the first year of this contract and continuing thereafter, the State and CWA shall collaborate about how to reduce the use of part-time, intermittent, hourly, special services, agency temps<sup>7</sup>, per diem and TES employees. The parties will also discuss whether a need exists to convert part-time, intermittent, hourly, special services, per diem and TES employees to full-time employees. Conversions will occur on an on-going basis as the parties identify appropriate positions for conversion. The State retains the right to determine the need and feasibility of additional full-time employees, but when necessary and feasible, will make conversions as quickly as practicable.
2. Beginning on April 1, 2024 and every 120 days thereafter, each department shall provide CWA with a list that includes the following information for agency temps *approved for assignment* in a department on or after January 1, 2024: (1) the total number of agency temps used; (2) divisions and assigned work locations; (3) whether the employee performs administrative, professional, or supervisory duties; (4) start date; (5) expected duration of the assignment; and (6) title (if assigned).
3. The State shall continue to provide CWA with a quarterly TES report.

## **SCHEDULE H**

[Includes Chart representing agreement on Ombudsperson salaries]

### **The Healthcare Ombudsperson Program: A Joint Labor-Management Venture**

The Healthcare Ombudspersons program is a labor-management initiative that was negotiated as a part of the July 1, 2019-June 30, 2023 CWA-State of New Jersey Collective Negotiations Agreements to ensure that employees have access to and assistance in selecting high quality, cost effective healthcare options.

The following is a description of the Healthcare Ombudsperson Program, including the services to be performed by Ombudspersons.

#### **A. Reporting Relationships and Locations**

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<sup>6</sup> Temporary employees as used in this section refers to part-time, intermittent, hourly, special services, and per diem employees.

<sup>7</sup> Agency temps include all employees by a temporary services/employment agencies to perform administrative/clerical, professional, supervisory duties.

1. Healthcare Ombudspersons shall have a Government Service Representative title, until an appropriate State title is assigned.
2. Ombudspersons will have their work supervised by a designee for the Ombudsperson Program from the Department of Labor (“Department”).
3. Ombudspersons shall submit monthly reports to their supervisor who in turn will provide a consolidated monthly report to Department management. The report will identify the unit’s goals and objectives and include any issues, statistical information, orientation sessions, workplace meetings, surveys and accomplishments of the previous month.
4. CWA and the Department will hold quarterly labor-management meetings to review the implementation of this project. The parties will agree upon meeting agendas during which the parties will discuss the Ombudspersons progress.
5. In general, the Ombudspersons will perform their duties during normal business hours. However, due to the nature of this work, Ombudspersons may be required to attend meetings and trainings with employees during evenings and non-regular working hours. Ombudspersons directed to attend offsite meetings by their supervisors shall account for their hours worked consistent with State policy.
6. A Healthcare Ombudspersons shall be provided with a laptop computer and a cell phone and shall communicate with their designated Department supervisor regularly. Reports may be filed from field locations or remotely (i.e. from State office buildings cafeterias or union halls) but not from locations using public internet. In addition, in light of HIPAA requirements, all CWA unit member consultations with Ombudspersons will be documented through a secure tracking system, which will be available on their laptop.
7. As this is a joint venture between CWA and the State, and because many referrals for assistance will come through CWA locals, the Healthcare Ombudsperson assigned to a particular CWA area shall have a confidential space within the appropriate CWA local office to discuss healthcare concerns with CWA unit members and shall have access to a locked file cabinet or storage area where records, but not records including individual members’ protected health information, can be securely maintained. All member records must be maintained on the Division’s computer systems including storing member documents in the optical disk system. If available, secure filing cabinets will be made available to Ombudspersons at their workstations in the Division. CWA locals and the Department shall enter into an agreement to ensure that a secure office area and a secure filing cabinet are made available to Ombudspersons.



8. The DOL will continue to use its best efforts to continue to assign Ombudspersons to a DOL location that is in closest proximity to their residence.
9. Ombudsperson will be eligible for mileage reimbursement consistent with the provisions contained in the OMB Travel Regulations Sections VIII(H)(4)<sup>8</sup> and IX(C)(1)<sup>9</sup>.

## **B. Assignment of the Healthcare Ombudspersons**

The Department will use best efforts to continue to assign an Ombudsperson to serve as a liaison and as the primary contact for each one of the following jurisdictions:

1. All State Colleges and Universities and HESAA.
2. Department of Transportation, Department of Community Affairs, Office of Information Technology.
3. Mercer Locations including the Department of Banking and Insurance, Law and Public Safety, Education, Military and Veterans Affairs, Public Defender, Treasury, Motor Vehicle Commission, State Library, Office of Administrative Law, and certain offices within Department of Human Services.
4. Field and Mercer Locations of the Departments of Health, Environmental Protection, Agriculture, and certain offices within Department of Human Services.
5. State Field offices in Sussex, Warren, Morris, Hunterdon, Bergen, Passaic, Ocean, Monmouth, Hudson, the New Jersey Water Supply Authority, the Board of Public Utilities, and certain offices within of the Department of Children and Families in Mercer County.
6. Mercer Locations of the Department of Labor, 50 East State St. of Department of Children and Families, State field offices in Burlington, Salem, Cumberland, Camden, Gloucester, Cape May, Atlantic.
7. Institutions in the Departments of Corrections, Military and Veterans Affairs, Human Services, Juvenile Justice, institutions within the Department of Health and certain offices within Department of Human Services workers in Mercer and those located at 222 South Warren Street.

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<sup>8</sup> Normal commuting expenses must be deducted when calculating mileage allowance.

<sup>9</sup> Assignment A. If such assignments are infrequent or irregular, reimbursement shall be on the basis of total travel costs from home to the temporary station less total normal travel costs from home to the official station.

Ombudspersons may be temporarily assigned to serve as liaisons to locations other than their regular assignments, if required by the needs of the program.

### **C. Major Areas of Responsibilities of Healthcare Ombudspersons**

Duties and responsibilities of Healthcare Ombudspersons include, but are not limited to:

1. As directed: (a) attend all Contract Benefits Orientation Meetings and departmental employee orientations and make healthcare presentations; (b) assist employees who attend orientation sessions and require or request help in making healthcare choices; (c) attend worksite meetings as necessary; and (d) provide individual assistance in reviewing healthcare options so that employees can make informed healthcare and financial decisions based upon their individual and family needs.
2. As directed, attend publicly noticed State Health Benefits Plan Design Committee meetings and State Health Benefit Commission meetings in order to be up to date as to all changes and issues regarding the administration of the SHBP.
3. May assist with research and analysis of in and out of network utilization, access to mental health services, and other issues identified for reports and recommendations in the 2019-2023 CWA-NJ State collective negotiations agreement.
4. Answer telephonic and email health benefit related inquiries from CWA represented employees through a dedicated phone line and email address provided by the Department.
5. As directed, attend meetings with providers such as Direct Primary Care Medical Home, pilot project facility openings, and meetings with potential participants for medical home/primary care initiatives and projects.
6. As directed, participate in Open Enrollment fairs and meetings.
7. Serve as a liaison between CWA employees and Health Benefits staff of the Division of Pensions and Benefits to address billing inquiries and coverage problems.
8. Conduct satisfaction surveys and gather information from CWA employees as to their healthcare needs and receive feedback on changes to the healthcare plans.
9. Interface with CWA officials, local presidents and shop stewards to help identify and resolve employee health benefit issues.

10. As directed, provide training to CWA stewards, local staff and local officers on health benefit plan options and health benefit issues.
11. As directed, attend evening and weekend membership meetings, shop steward meetings and training sessions to provide information and assistance. Attendance will be scheduled in consultation with CWA local presidents.
12. Receive and respond to requests for services from CWA officials and counsel CWA represented employees in need of assistance.
13. As directed, maintain regular contact with CWA officers, staff and shop stewards in order to meet the needs of CWA-represented employees in accordance with the goals of this project. Contacts will be made in consultation with CWA local presidents.
14. Ombudspersons shall maintain confidentiality of all employees seeking assistance.
15. The parties recognize that the services and job duties listed herein are illustrative and may be adjusted from time to time.
16. Develop training materials for presentation to CWA unit members at Contract Benefit Orientations in consultation with CWA Locals and the Department of Treasury.

On behalf of CWA

On behalf of the State of NJ

/s/Fran Ehret, NJ Area Director

/s/Yvonne Catley, Dir., GOER

Dated: 10-1-2023

Dated: 10-1-2023

## **SCHEDULE I**

### **ARTICLE 28 – LAYOFF AND RECALL - CAREER SERVICE**

- A. When it is necessary to lay off employees, the Union shall be notified at once and as far in advance as possible of the notice referred to in D. below and be supplied with relevant data concerning the layoff and procedures discussed and the conditions outlined below and the established projections administered by the Civil Service Commission shall be observed. Relevant data concerning the layoff shall include, but is not limited to, the layoff plan approved with the Civil Service Commission and the salaries of the employees expected to be impacted. The State shall provide the Union with seniority lists and grids for directly affected employees in

advance of the final option selection interviews at the time these materials are received by the affected department.

- B. In the event of a layoff, the Union shall be allowed to have one (1) representative not in the active employ of the State attend the preliminary layoff conference for all affected unit employees when conducted by the department and one (1) representative not in the active employ of the State attend the individual employee's final options selection interview. It is understood that the purpose of the Union representative's attendance at the meetings is to observe and advise employees with respect to questions arising out of the process; however, the representative shall not disrupt or delay the proceeding in any way. A shop steward may attend such meeting without pay in order to act as representative in lieu of the non-employee Union representative if operational needs allow for the steward's release from duty.
- C. Permanent employees within a department will not be laid off before any emergency appointments, temporary appointments to temporary extra positions, provisional appointments to permanent positions or employees serving in working test period within the classification affected.
- D. The State will provide a minimum of forty-five (45) calendar days' notice of layoff to any permanent employee to be affected.
- E. Job classification seniority shall be a determining factor to be considered when identifying, which permanent employees are to be laid off.
- F. Whenever possible, the State will try to identify all employment opportunities and to avoid layoff by transferring, reassigning or offering to demote employees to available vacancies within the authority of the appointing authorities concerned.
- G. Prior to conducting layoffs, the appointing authorities will implement pre-layoff actions consistent with the Civil Service Regulations and will meet with the Union to discuss possible alternatives to layoffs.
- H. Permanent employees affected by layoff requirements may exercise bumping rights within their job classification or to equate or lower rated job classifications as provided.
- I. Employees finally determined to be laid off and who leave the payroll shall be given ten (10) working days' notice. This provision is subject to the Civil Service Commission adjusting its rules and regulations as are required to accommodate this program.
- J. The name of the permanent employee who is laid off shall be placed on a special reemployment list. Persons on such a list will be given preferential consideration over any other type of applicant for appointment to the job classification or equated job classification and no new employee shall be hired until all employees on layoff status desiring to return to work shall have been recalled, provided such employees on layoff status are capable of returning to work. The employee must provide the employer with any address change while waiting for recall.

- K. Permanent employees will be recalled to work in the reverse order in which they were laid off by the appointing authority, subject to the limitation that those permanent employees who were laid off first for reason of an unsatisfactory performance rating shall be placed on a special reemployment list in accordance with their seniority credits. Notice of recall will be made in writing by mail to the employee's home address of record.
- L. 1. An employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of certification for recall or within ten (10) days of the date of mailing or be considered to have abandoned his recall rights.
2. An employee recalled to his former or equated job classification must report for reinstatement or be considered to have abandoned his recall rights.
3. An employee recalled to a job classification with a lower salary rate than his previous job classification may refuse such position and remain eligible for recall.
4. An employee who is demoted in accordance with the regulations of the Civil Service Commission during a layoff shall be continued on a previously established promotional list during its existence.
- M. An employee on layoff accrues no additional sick leave or vacation credits. When an employee is recalled from layoff and reinstated, he is considered to have continuous service credit for computation of future earned vacations.
- N. Except for the commitments concerning "notice", "layoff and procedures discussed" and the supply of "relevant data" set forth in paragraph A. and except for paragraph F., it is recognized that the provisions of paragraph A. through L. above are illustrative portions of the layoff and recall rights established under Civil Service Commission Statutes and Regulations and that the overall system is administered by the Civil Service Commission. The Union reserves the right under applicable law to challenge changes to any of the foregoing.
- O. 1. The State will discuss with the Union any decision to subcontract work based on solely fiscal reasons when it is apparent that employees will be laid off as a direct result of the subcontracting.
2. If, during the term of this Contract, the State contracts out or subcontracts work normally performed by employees covered by this Contract and such action results in layoff or demotion, employees affected will be given every priority available to continue their employment within their classification or any other position available for which they are qualified, prior to layoff or demotion. Any employee thus affected will be protected by the layoff and recall provisions of the Contract and by any relevant laws, rules and regulations.
3. Where employees in titles covered under this contract are to be either transferred or reassigned due to work being phased out, the State will meet and discuss with the Union any contracting out of that specific work, if such contracting out is to occur within ninety (90) days.
- P. 1. A reorganization is the abolition or consolidation of a State office.

2. When a determination is made to reorganize an entire local State office or a larger Departmental entity, the Union shall be notified of such reorganization prior to its implementation. Upon request, the Union and the Department shall meet to discuss matters relating to the reorganization. The scheduling of such meeting shall not serve to delay the reorganization process.

Q. This Article does not apply to employees in the unclassified service.

## **ARTICLE 29 – LAYOFF AND RECALL FOR UNCLASSIFIED AND PROVISIONAL EMPLOYEES**

A. In the event management determines that a department-wide layoff due to financial exigencies or programmatic changes must take place which will affect unclassified or provisional employees the following procedure shall be observed:

1. The Union shall be notified of the layoff as far in advance as possible. Within 5 days of the receipt of notice provided pursuant to this paragraph, the Union may request a meeting with the State to discuss possible alternatives to layoffs. That meeting will occur within 10 days of the Union's request.

2. Affected employees shall be given a generalized notice of layoff at least forty-five (45) calendar days, prior to the reduction in force.

3. The State will supply the Union with relevant data concerning the layoff.

4. Employees serving in the same job classifications within the work unit affected who, in the judgment of management, have performed unsatisfactorily; or are lacking with respect to having achieved or maintained necessary and/or expected certifications, degrees, or like qualifications; or are lacking the abilities and/or skills necessary to perform current or future work assignments shall at the option of management be laid off first. Due consideration shall be given to the concepts of affirmative action.

5. Where, in the judgment of management, the elements set forth in paragraph 4 above, do not distinguish employees affected by the reduction in force such employees serving in the same job classification within the work unit shall be laid off in inverse order of job classification seniority. For purposes of this article, an employee shall begin to accrue job classification seniority as of six (6) months subsequent to the effective date of the employee's initial appointment to the particular job classification to which he is assigned. Employees who are appointed to a new job title (due to promotion, for example) subsequent to having served the initial six (6) month period shall begin to accrue job classification seniority three (3) months subsequent to the effective date of the employee's appointment to such new job title, provided that there has been no break in service. An employee's job classification seniority accrued prior to a layoff shall be continued and again begin to accrue immediately upon the employee's return to full employment status in the same job title in which he had been serving prior to the layoff.

Job classification seniority shall continue to accumulate until there is a break in service. Employees on unpaid leaves of absence or layoff shall not accrue job classification seniority during the leave or during the period of layoff. Employees who are reinstated due to improper application of this Article shall not suffer any loss of seniority accrual.

6. Nothing herein shall convey any bumping rights to employees covered by this article. Failure to comply with any element of this article shall not result in delaying the effectuation of the layoff, and any errors identified with respect to the application of this procedure shall be corrected on a prospective basis only. Back pay shall not be awarded.

7. The various appointing authorities shall create and maintain a recall list by title composed of those employees who were laid off. The list shall continue in existence for twelve (12) months following the date of layoff except for teaching personnel covered by this article in which case the list shall continue until the beginning of the next full academic year immediately following the expiration date of the recall list. Employees who are fully qualified, possessing credentials deemed necessary, whose performance has been satisfactory and who are capable of performing the work to be assigned shall be recalled in inverse order of layoff. The appointing authority shall not be required to recall employees who were laid off pursuant to paragraph 4. of this Article, however, such employees may be recalled at the option of the appointing authority when the list of eligible employees is exhausted.

8. The term job classifications as used in this article shall encompass all titles within a title series. Hence, layoff will be based upon total seniority within a title series when applicable.

#### B. Procedure for Recall from Layoff

The appointing authority shall simultaneously notify by regular mail, email or phone three (3) eligible employees of a vacancy in their particular title and a copy of such notice shall be forwarded to the Union. The most senior employee affirmatively and timely responding to the notice shall fill the position. The employee must respond within five (5) working days of the receipt of the notice or within ten (10) working days after the mailing. The letter of recall shall specify the latest date by which the employee may timely contact the appointing authority. Employees who do not respond in a timely manner may be permanently removed from the list. Each employee shall be responsible for keeping the appointing authority advised of their current address and phone number. The employee must report to work within a reasonably prompt period of time which in no case shall exceed twenty (20) calendar days. Failure to report within the time frame set forth above may result in forfeiture of the position to which the employee had been recalled and elimination from the recall list.

## **SCHEDULE J**

### **ARTICLE 32 – HEALTH AND SAFETY**

- A. The State shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The State will discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment in accordance with PEOSHA and any other applicable statutes, regulations or guidelines published in the New Jersey Register which pertains to health and safety matters. The State will set up necessary job safety and health programs for all employees covered by this Agreement and shall provide a reasonably safe and healthful place of employment for all employees.
- B. The parties agree to cooperate in maintaining and improving safe working conditions and health protection for the employees consistent with established safety standards and in the promotion of safety, safe working habits and good housekeeping throughout the work environment. Where reasonably possible each employee will comply with all safety rules and regulations.
- C. Employee complaints of unsafe or unhealthful conditions shall be reported to the immediate supervisor and shall be promptly investigated. Corrective action shall be initiated as soon as practicable to remedy the condition within safety guidelines. Upon request by the Union, the State shall provide the Union the result of health and safety inspections. ~~if~~-available
- D. Employees shall not be required to work under conditions of work, which are unsafe or unhealthful. An employee, whose work is temporarily eliminated as a result of the foregoing, may be promptly assigned on an interim basis to other comparable work for which the employee is qualified to perform. Each department and agency of the State will appoint a health and safety coordinator who will have the power to investigate employee health and safety complaints, and who shall have the authority to recommend to the Commissioner or his/her designee the issuance of stop work orders when there is an imminent threat to employee safety or health. The Commissioner or his/her designee shall act on the recommendation within a reasonable period of time. Health and safety



coordinators will report directly to department or agency heads or their designees. Each January, the Union will be provided with the names and contact information of all health and safety coordinators.

- E. If an employee incurs an on-the-job injury during regular hours of employment requiring professional medical attention, the State will expedite such medical treatment by calling for an ambulance, if required, or providing transportation to a recognized medical facility when the injured employee can be moved. Within 72 hours of the event, the Union will be notified that an employee was injured and required transport to a medical facility.
  
- F. 1. The State and the Union shall establish Departmental Health and Safety Committees. These committees shall consist of representatives from the Department and representatives from the Union Local whom are not in the active employment of the State. The Union may also have one (1) unit employee representative attend such meetings. Such employee representative shall be released only for the purpose of attending his/her department's scheduled meeting. The purpose of the Joint Committee meetings is to provide the parties the opportunity to raise and discuss important Departmental health and safety matters, and to make recommendations concerning improvements or modifications of conditions regarding health and safety. Department committee meetings may be scheduled at the request of either party. The party requesting the meeting shall submit a written agenda of the meeting not less than fourteen (14) working days prior to the meeting along with any documents or reports that are relevant to the topic(s) listed on the agenda. Complaints of unsafe or unhealthy conditions shall be accompanied by written documentation when available.
- 2. Where reasonably possible, all committee meetings shall take place during working hours and employees shall suffer no loss of pay as a result of attendance at such meetings.
- 3. This provision shall not be construed as conveying any additional liabilities upon either party with respect to health or safety.
  
- G. 1. References to safety are intended to include a concept of reasonable personal security and protections, which shall be maintained to assure employees against physical harm. The Union will be notified of Workplace Violence incidents ~~on~~ involving a physical assault on a unit member within 72 hours of its occurrence

2. It is understood that references to safety and health hazards and conditions of work referred to in this Article are not intended to include those hazards and risks which are an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties. However, this is not intended to eliminate the State's general obligations for the safety and health of such employees as set forth in other provisions of this Article.
3. The State agrees to set up meetings with the Union to discuss security concerns of field workers and to recommend safeguards as to field workers. Additionally, meetings will also be held to discuss workplace security issues.
- H. The State agrees to meet with the Union concerning the impact of worksite relocations and major renovations upon health and safety conditions. Notice of worksite relocations or major renovations shall be provided to the Union as far in advance as possible.
- I. In January and July of each year the State will provide the Union with a report on the heating, ventilation, air-conditioning (HVAC) systems in all State owned offices and workplaces if created by the State. Upon request, the State shall meet with the Union semi-annually to review the HVAC report provided
- J. If notice regarding the presence of communicable disease(s) is sent to employees to comply with PEOSHA requirements, the Union will be copied on the transmission.

## **SCHEDULE K**

### **Memorandum of Agreement between CWA and the State of New Jersey re SOM Rowan**

The State and CWA agree that following the ratification of the 2023-2027 successor collective negotiations agreements between CWA and the State, the parties, with the involvement of Rowan University, shall continue negotiations over the placement of SOM Rowan employees represented by CWA on ranges and steps.

On behalf of CWA

/s/Fran Ehret, NJ Area Director

Dated: 10-1-2023

On behalf of the State

/s/Yvonne Catley, Dir. GOER

Dated: 10-1-2023

## SCHEDULE L

### **ARTICLE 1 - RECOGNITION OF RIGHTS AND DEFINITIONS**

#### A. Recognition of Union and Units

1. The State by the Office of Employee Relations in the Governor's Office hereby recognizes the Union as the exclusive representative for collective negotiations for wages, hours of work and other terms and conditions of employment for all its employees in the statewide Professional, Administrative and Clerical Services, Primary Level Supervisors and Higher Level Supervisors Units. The State will not negotiate with nor grant rights afforded under terms or provisions of this Agreement to any other employee organization in connection with the employees in these units.
2. a. Included in each of the foregoing units are all full-time permanent, career service, unclassified and provisional employees and all permanent full-time ten (10) month employees (career service, unclassified and provisionals) and permanent part-time employees (career service, unclassified and provisionals) who are employed an average of four (4) hours per week over a period of 90 days and who are included in the classifications for each unit listed in Appendix 4 and Intermittent employees whose titles are listed in Appendix 4. In addition, included in CWA units are all employees who perform Administrative-Clerical, Professional, Primary Level Supervisors and Higher Level Supervisors unit work, but who are in a job title not listed in Appendix 4, and are not excluded pursuant to paragraph 3 below.
  - b. Within thirty (30) days from the ratification of the Agreement, the State shall provide CWA with the following information:
    - i. The names and job titles of all employees in employee relations groupings units V, W, X and Y.
    - ii. The names and job titles of all CWA designated Temporary Employment Services (TES) employees and the number of hours per week TES employees worked from the last quarter of 2018.
    - iii. To the extent possible, the names and job titles of all part-time employees performing CWA unit work, but who were excluded from CWA units because they did not meet the hours threshold in the predecessor collective negotiations agreement, and for those employees the number of hours per week they have worked from September 1, 2018 through the date the list is provided.

iv. The State will make best efforts to identify those employees on the lists provided in sections b(i)-(iii) and create an Exclusion List which it will provide CWA within 60 days of ratification of this Agreement. The Exclusion List shall include the employee's job title and the basis for inclusion on the List.

Within thirty (30) days of CWA receiving the above information CWA and the State, or some other time as mutually agreed by the parties, shall meet to discuss and resolve issues/disputes with respect to the inclusion of employees in CWA units pursuant to sections 2(a) and (b) above.

If CWA and the State cannot resolve disputes over the inclusion of employees in CWA's units within one hundred and twenty (120) days from the ratification of this Agreement, the disputes may be submitted to PERC for resolution.

c. CWA and the State shall negotiate over the terms and conditions of employment of employees added to CWA negotiations units pursuant to paragraphs 2(a) and (b) above. During such negotiations, the terms and conditions of the newly added employees shall remain in effect. Negotiations shall commence within ninety (90) days of the effective date of this Agreement.

d. Whenever new classifications of employees are created, the State shall assign to such classification a unit designation, if appropriate. The State will notify the Union in writing of such designation to or elimination of title from any negotiations unit thirty (30) days prior to the effective date of amending such listing. If requested in writing, the State will discuss any such designation with the Union. In the event the parties cannot reach agreement following such discussions, the dispute may only be submitted to the Public Employment Relations Commission for resolution consistent with its rules and regulations.

e. If the State determines that an employee in a position currently represented by the Union is performing confidential duties as defined by Section 3 of the New Jersey Employer-Employee Relations Act (EERA), the State will notify the Union and provide the Union with the basis upon which it maintains that the employee is confidential.

If the Union objects to the designation of an employee as confidential prior to the removal of the employee from the unit, OER and the Union will meet to review the basis for the confidential designation. If after such review the Union continues to object, the employee may be removed from the unit as a confidential. The Union may pursue its objection in an appropriate forum.

3. Excluded from the Professional Unit are:

a. Managerial Executives

- b. Supervisors
- c. Confidential employees
- d. Policemen
- e. Craft employees
- f. Non-professional employees
- g. Classifications designated within other recognized and appropriate negotiations units
- h. Classifications within the State Colleges and Universities except those in the State College/University System, which are included
- i. All other employees of the State of New Jersey, who are not performing negotiations unit work and/or who do not meet the hours threshold set forth in paragraph 2(a) above.

4. Excluded from the Administrative and Clerical Services Unit are:

- a. Managerial Executives
- b. Supervisors
- c. Confidential employees
- d. Policemen
- e. Craft employees
- f. Professional employees
- g. Classifications designated within other recognized and appropriate negotiations units
- h. Classifications within the State Colleges and Universities except those in the State College/University System, which are included
- i. All other employees of the State of New Jersey, who are not performing negotiations unit work and/or who do not meet the hours threshold set forth in paragraph 2(a) above.

5. Excluded from the Primary Level Supervisors Unit are:

- a. Managerial Executives

- b. Non-Primary Level Supervisors
- c. Confidential employees
- d. Policemen
- e. Craft and (non-primary level supervisory) Professional employees
- f. Classifications designated within other recognized and appropriate units
- g. Classifications within the State Colleges and Universities except those in the State College/University System which are included
- h. All other employees of the State of New Jersey, who are not performing negotiations unit work and/or who do not meet the hours threshold set forth in paragraph 2(a) above.

6. Excluded from the Higher Level Supervisors Unit are:

- a. Managerial Executives
- b. Non-Higher Level Supervisors
- c. Confidential employees
- d. Policemen
- e. Craft employees
- f. Non-higher level supervisory Professional employees
- g. Classifications designated within other recognized and appropriate units
- h. Classifications within the State Colleges and Universities except those in the State College/University System which are included
- i. All other employees of the State of New Jersey, who are not performing negotiations unit work and/or who do not meet the hours threshold set forth in paragraph 2(a) above.

**B. Management Rights**

- 1. The State, its several Departments and subordinate functions retain and may exercise all rights, powers, duties, authority and responsibilities conferred upon and

vested in them by the laws, and constitutions of the State of New Jersey and of the United States of America<sup>10</sup>.

2. Except as specifically abridged, limited or modified by the terms of this Agreement between the State and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activities of employees are retained by the State.

### **C. Definitions**

1. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

2. The term "holiday" means any day so designated under Article 17 or a day specifically designated as such by the Governor.

3. The term "work unit" refers to a group of employees whose activities are closely related and whose conditions of work are governed by a single element of managerial activity. Employees may simultaneously be assigned to more than one (1) work unit in order to accommodate a variety of working conditions.

4. "Organization Unit" is an institution or a functional activity of one of the departments of State government as from time to time may be designated by the State. Each employee will be informed by his appropriate departmental authorities of the work unit and organizational unit in which he is employed.

5. An unfair practice is any action of either party so defined in Amendments to Chapter 303, Laws of 1968.

6. Career service employee - an employee serving in the classified service which is all offices and positions which are operating under the provisions of Title 11A, Civil Service, of the Revised Statutes except those offices and positions which are included in the unclassified service by law or Civil Service Commission determination.

7. Unclassified employee - any employee serving in the unclassified service which is any function of government not subject to the provisions of Civil Service Law and the regulations promulgated there under.

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<sup>10</sup> The State will withdraw its proposal to include the "caselaw" clarifier but only with the understanding that this proposal withdrawal is not a waiver of its rights to rely on caselaw in any current or future dispute.

8. Provisional employee - one who has been appointed to a permanent position pending the regular appointment of an eligible person from a special reemployment, regular reemployment or employment list.

9. Job specification - a document which defines and describes representative duties and responsibilities and sets forth the minimum qualifications essential to the performance of the work of the class titles and such other information as may be necessary.

10. Position description - a document containing the duties and responsibilities assigned to a position within a class title.

11. Reevaluation - the study of an existing job title to determine if there have been changes in duties and responsibilities sufficient to justify an increase or decrease in salary range. While the salary range may be increased or decreased as a result of the study, the job title normally remains the same.

12. Reclassification - reclassification means the change of an individual position from one class title to a different class title in the same division of the career service.

13. Desk audit - the study of the duties and responsibilities of a position within a class title through an interview with the incumbent and/or a supervisor of the incumbent.

14. "NL" (no limit) employee - an employee who is not in a fixed workweek job classification as prescribed in the State Compensation Plan.

15. Permanent part-time employee - means an employee whose regular hours of duty are less than the regular and normal workweek as indicated in the Compensation Plan for that class title or agency but are at least twenty (20) hours per week in a 40 hour fixed workweek title or seventeen and one-half (17 1/2) hours per week in a 35 hour fixed workweek title, and whose services are required without interruption for a period of more than six (6) months or for recurring periods aggregating more than six (6) months in any twelve (12) month period. Employees in this category may be career service, permanent or provisional, or unclassified, depending upon title and status of appointment.

16. NE (non-exempt, no limit) employee - Employees who work at least a 35-hour workweek with occasional requirements for a longer workweek to complete projects or assignments. These employees are covered by the provisions of the Fair Labor Standards Act, which mandates time and one-half (pay or compensatory time off) for hours in a week worked over 40 hours.

17. The designation "Intermittent" shall be used for those career service titles where work responsibilities are characterized by unpredictable work schedules and which



do not meet the normal criteria for regular, year-round, full-time or part-time assignments.

#### **D. Special Circumstances**

1. Employees who are within the classifications included in any of the four units covered by this Agreement but appointed under the CETA Program or other comparably funded employment programs, are considered to be subject to all provisions of this Agreement as provisional employees except that the Federal legislation and regulations concerning this program and any agreement between the State and any local government prime sponsor which is involved shall be in effect and modify the provisions of this Agreement which would otherwise be operable.

2. Any grievance as to whether or not the provisions of the Agreement conflict with Federal legislation or regulations or any agreement with a local government prime sponsor shall be considered to be governed under B.1.b. of the Grievance Procedure or if relating to any matter within Paragraph E, Section 6., of the Grievance Procedure, then directly to the Civil Service Commission.

#### **E. The Use of TES, Temporary employees<sup>11</sup> and Agency Temps**

1. During the first year of this contract and continuing thereafter, the State and CWA shall collaborate about how to reduce the use of part-time, intermittent, hourly, special services, agency temps<sup>12</sup>, per diem and TES employees. The parties will also discuss whether a need exists to convert part-time, intermittent, hourly, special services, per diem and TES employees to full-time employees. Conversions will occur on an on-going basis as the parties identify appropriate positions for conversion. The State retains the right to determine the need and feasibility of additional full-time employees, but when necessary and feasible, will make conversions as quickly as practicable.

2. Beginning on April 1, 2024 and every 120 days thereafter, each department shall provide CWA with a list that includes the following information for agency temps *approved for assignment* in a department on or after January 1, 2024: (1) the total number of agency temps used; (2) divisions and assigned work locations; (3) whether the employee performs administrative, professional, or supervisory duties; (4) ~~expected~~ start date; (5) expected duration of the assignment; and (6) title (if assigned).

3. The State shall continue to provide CWA with a quarterly TES report.

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<sup>11</sup> Temporary employees as used in this section refers to part-time, intermittent, hourly, special services, and per diem employees.

<sup>12</sup> Agency temps include all employees provided by a temporary services/employment agencies to perform administrative/clerical, professional, supervisory duties.

