

# CWA's 2019–2023 Contract

**March 6, 2019 Stewards Meeting**

# Recap

- ▶ Following expiration of the 2011-2015 contract, we made a plan.
  - **Don't bargain another contract with Christie**
  - Don't let Christie further erode important contract gains made by CWA over four decades.
  - Fight back against his illegal methods of coercion
    - **withholding our increments** and our clothing maintenance allowance payments
- ▶ **Bargain with a new Governor**

# Phase 1

## ▶ Phase 1 Plan

- Get the money we were owed:
  - Retroactive increments, raises and clothing maintenance allowance payments and . .

# Phase 1

- ▶ We had to break the pattern of inadequate raises negotiated by another union
  - We resolved not to let another union bargain our contract
  - **What does it mean when the employer says the pattern has been set?**
  - It was critical to deliver message that **CWA does not bargain based on patterns** set by other unions
- ▶ Our April 2018 MOA accomplished our major Phase 1 objectives – got every dime we were owed and broke the pattern

# The CWA Plan – Phase 2

- ▶ We knew, as difficult as Phase 1 was, **Phase 2 would prove even harder.**
- ▶ Governor Murphy is progressive and respects the rights of unions and workers.
- ▶ But the Governor and his team bargain hard. Nothing is won without a fight.
- ▶ And bargaining in the context of a State budget that has a structural deficit of billions of dollars.

# Phase 2 Objectives

- ▶ **Bargain a fair economic package.**
  - **Fair across the board raises** each year of the contract.
  - **Increments**: Preserve our increments during the contract **and after contract expiration.**
  - **Healthcare**: **Lower our contributions** while preserving an **excellent PPO plan**
    - Prevent the Legislature from bypassing bargaining and imposing a plan
  - **Max bonuses**: Bargain for money for our members who have been at step 10 for more than 24 months

# Phase Two Objectives

- ▶ Win back rights and protections eroded under Christie.
  - Job security – anti-privatization
  - Continuation of CMA payments after contract expiration
- ▶ Strengthen our Union and protect our rights and benefits for the future.
  - Increase protections against arbitrary or retaliatory treatment
  - CWA to play a prominent role in assisting workers during orientations and in making smart decisions about healthcare plans and other benefits

# Phase Two Objectives

- ▶ Demonstrate to the Legislature and the public that **collective bargaining works.**
  - We knew that certain Legislative leadership would be **gearing up to attack public worker benefits, including healthcare and pensions**
  - We also knew that the best way to protect ourselves and our benefits is through collective bargaining.
  - By having a contract in place that works for us.



# The Economic Package

- ▶ **Across-the-board increases** (first time in two contracts that the first two years **no zeros**)
  - October 2019 – 2%
  - July 2020 – 2%
  - July 2021 – 2%
  - April 2022 – 2%
  - **8% in base and in pocket**
- ▶ **Off-base bonus payments to workers at the 10 step**
  - **October 2021** - **\$750** if at step 10 for 24 months
  - October 2021 – Additional **\$250** if at step 10 for 36 months or longer
  - October 2022 - **\$750** if at step 10 for 24 months
  - (First time bonus for members at max greater than \$650)

# Increments

## ▶ Increments

- Attack launched by public employers, with the assistance of Christie's PERC, threatened to undo the State Compensation Plan.
- ▶ The Compensation Plan prevents management from paying us arbitrarily and illegally
  - **Can't pay women less than men**
  - **Can't pay people of color less**
  - **Can't pay stewards and union activists less**
  - **Can't pay newly hired employees in the same title more than senior employees**

# Increments

- ▶ In Phase 1 won retroactive increments
- ▶ Needed to protect ourselves against another assault on increments
- ▶ Bargained language that guarantees continued payment after contract expiration
  - Article 6(A)(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."

# Healthcare

- ▶ Centerpiece of this contract – Without healthcare there is no contract
- ▶ What were our objectives?
  1. Reduce employee contributions through **shared savings**
  2. Get off the Chapter 78 grid
  3. Preserve high quality plan
  4. Protect ourselves from legislative attacks on benefits
- ▶ Knew health benefits would again be on the table during the budget hearings.
  - Needed to lock in an agreement on healthcare.
  - CWA is fortunate to have among its leaders the smartest, most creative and skilled healthcare negotiators in the State.

# Healthcare

- ▶ July 1, 2019 choice of four plans:
  1. A new CWA PPO that replaces Direct 15
  2. Tiered Network Plans (Horizon Omnia/Aetna Liberty)
  3. HMOs
  4. High Deductible Plan

Open enrollment for plans will start April 2019.

# Employee Contributions to the CWA PPO and other Plan Options

- ▶ **CWA PPO:**
  - Percentage of pay
  - Reduces contributions by 1% to 2.5% of salary depending on salary level and coverage.
  - If CWA PPO premiums increase in 2021 and 2022 above a negotiated threshold, CWA can negotiate to lower premium or we increase our contributions based on a negotiated calculation
- ▶ **Tiered Network Plans:** 75% of the CWA PPO contribution rates.
- ▶ **HMOs and High Deductible Plans:** based on Chapter 78, which is what we pay now.

# CWA PPO versus Direct 15?

- ▶ CWA PPO retains \$15 copay for Primary Care and Specialist visits in network.
- ▶ ER copay increases to \$150.
- ▶ For workers hired after 7/1/19 in-network deductible of \$100, with exclusions for 2<sup>nd</sup> wellness visit, preventative care, obstetrics, pediatrics
- ▶ Out of network reimbursement rates increase, but coinsurance remains at 30%
  - Out of network, out of pocket maximums remain \$2,000 for individual and \$5,000 for family.
- ▶ Prescriptions – Generic \$7, Brand \$16; Mail order Generic \$18, Brand \$40

# Clothing Maintenance Allowance

- ▶ Christie reduced eligible employees by 20%
  - Ended up with over 1000 disputes
- ▶ What did we bargain?
  - Returned to a title based system
  - In 7/1/19-6/30/20 receive CMA if:
    - In a title that received CMA under 2007-2011 Agreement
    - Received CMA as result of April 4, 2018 MOA
    - Received CMA prior to July 1, 2019
    - Hired, promoted or transferred into positions that were resolved under April 2018 MOA



# CMA

- After 6/30/20 employees in the following categories are **presumed to be eligible** to receive CMA:
  - In title that received CMA under 2007-2011 Agreement
  - **In a work unit and in a title where 80% or more of employees receive CMA**
  - Received CMA prior to July 1, 2019
  - Hired, promoted or transferred into positions that were resolved under 4/4/18 MOA

# CMA

- ▶ Departments can challenge presumption of eligibility based on proof an employee does meet the following **criteria**:
  1. Required to wear uniform or protective clothing that the state does not pay for and launder;
  2. Jobs require employees to come into contact with toxins, contaminants or other materials that ruin or soil clothing and clothing requiring separate or special washing (Intermittent or occasional contact does not satisfy the standard); or
  3. Engage in direct care or direct education work that includes physical contact with students or clients.

# CMA

- ▶ The Union can request review of eligibility based on the same criteria
- ▶ Resolution of Disputes:
  - Department meets with Union
  - OER meets with Union
  - Expedited arbitration (includes pending disputes).

**Eliminated Cap on number of workers eligible for CMA**

**Bargained back language that CMA payments continue after contract expiration.**

# Other Economic Agreements

- ▶ Mileage reimbursement increases from 31 cents to 35 cents effective July 1, 2020.
- ▶ Emergency rates and codes increased by the across-the board raises.
- ▶ Cap on compensatory time balances increased from 60 hours to 80 hours.
- ▶ Increased rates for DYFS field workers and supervisors on-call and activated who work in the Special Response Unit (SPRU)
  - Also, negotiated appeal rights if suspended or removed from SPRU

# Non-economic Provisions

## ▶ Job Security

- One of the priorities for CWA
  - CWA has fought major privatization battles – e.g. Motor Vehicles
  - Fought to bring work back in house – e.g. DOT.
- ▶ First bargained language in 2003; strengthened in 2007 – strongest public sector language in Country
- ▶ In the 2011-2015 Agreement Christie insisted on weakened
- Cut deal with another union – a union that did not negotiate the language

# Job Security

- ▶ **Provisions gutted by Christie that are back in our Job Security Agreement:**
  - If State seriously considers privatization or closure of facility, 90 days notice and **“accounting of all costs under privatization and a comprehensive cost analysis.”**
  - Opportunity to show that CWA **members will do the same work more efficiently.**
  - **State must meet with the Union** within 30 days of issuing a Request for Proposal.

# Job Security

- ▶ **State Auditor will determine if there are substantial cost savings.**
  - If not, State must undertake best efforts to ensure there will be no layoff.
- ▶ If a general layoff is proposed, State must review existing private contracts and unless substantial savings use best efforts to bring work back in house.
- ▶ State Auditor must conduct periodic post audit cost analysis to determine whether there continues to be cost savings
  - If not State must use best efforts to bring work back.

# Discipline

- ▶ There are two words in our contract that give us protection.
  - Article 5, section B provides, “**Discipline of an employee shall be imposed only for just cause.**”
- ▶ Cornerstone to our job security.
  - Why we are not “at-will” employees.
  - Why we have protection from arbitrary discipline, including terminations.
- ▶ If you are a **private sector** worker and **not in a union** you have no job security.
  - Boss can fire you for no reason or a bad reason.



# Discipline – Article 5

- ▶ Every round of bargaining, CWA seeks to strengthen the discipline language
- ▶ Important for all workers, whether or not ever disciplined.
  - **Especially important for Stewards**, who often have a target on their backs.

# Discipline

- ▶ **In 2007** we negotiated that all major discipline would be arbitrated instead of going to Civil Service.
  - Could take up to two years to get an initial ALJ decision
  - Then Civil Service could reverse ALJ – could be another 6 months
  - State could appeal Civil Service decision – another year
  - After all was said and done – could take three years or more
  - Justice delayed, is justice denied
- ▶ Only union in the State where employees with civil service protections can arbitrate almost all discipline.

# Discipline

- ▶ This round of bargaining strengthened our Discipline Article
- ▶ **Department Hearings**
  - **Weak point** in the disciplinary process
  - Seen as **rubber stamp** by management
  - Determined to **make management prove its case**
  - Cannot just come in with **witness statements** and no witnesses – cannot prove case through **hearsay**
  - It took **dozens of hours and dozens of proposals** and counter proposals to secure improved language.
  - Management fiercely resisted the Union's efforts in this area

# Discipline

## ▶ Department hearings

- Management must provide all evidence it will present within 10 days after Preliminary Notice of Discipline.
- At the beginning of the hearing the hearing officer will state on the record that **management has the burden of proving just cause** for the imposition of discipline.
- There must be non-hearsay evidence in the record to establish the facts upon which management relies in meeting its burden.

# Discipline

- ▶ Another objective: Accelerate the discipline appeal process
- ▶ Mediation
  - All discipline is mediated
  - 75% of cases are settled in mediation
  - Requirement that the departments have persons with authority to settle and have access to a person by phone with greater authority, if necessary
- ▶ Binding Mediation
  - Suspensions of 1-7 days will first be mediated and if not settled in mediation, the mediator will schedule a hearing within 45 days of the mediation
  - The mediator issues a final and binding bench decision

# Discipline

## ▶ Binding Arbitration

- Taking too long – State would bring one witness and be done for the day
- The next hearing date would be in three months

## ▶ Termination cases – arbitrator must propose 5 dates within 180 days

- State and Union must accept 3 of 5 dates and use best efforts to conclude within 3 days

## ▶ Suspension cases – 3 dates in 180 days and must take 2 days.

## ▶ Hearings go all day – 10 am to 4 pm

## ▶ Can have witnesses testify by Skype

# Discipline

## ▶ Immediate Suspensions

- Process abused notwithstanding a high bar:
  - Unfit for duty
  - Hazard to any person if permitted to remain on the job
  - Necessary to maintain safety, health, order or effective direction of services
  - Charged with a crime of the 3<sup>rd</sup> degree or higher or 4<sup>th</sup> degree that is directly related to job
- ▶ Employee **must be given reasons** for suspension and shown the evidence.
- ▶ A department representative must conduct a proceeding and render a written decision as to why an immediate suspension meets the standards.

# Strengthen and Build Our Union

- ▶ **All bargaining unit work now covered by our Agreement**
  - Any State worker performing bargaining unit work is represented by CWA.
    - Including workers who historically have been excluded for the union by being placed in V,W,X and Y groupings.
    - Also part-timers working less than half-time and temporary workers averaging 4 hours a week over 90 days.
  - **And will be adding to our statewide units 40 brothers and sisters who work at Rowan University and are employed at the medical school.**



# Strengthening our Union

- ▶ Bargained language that ensures that employees understand that critical role of the union.
- ▶ **Orientation Sessions and Benefits**
  - Newly hired employees will attend orientation Statewide Contract Benefit Orientation Sessions to be **jointly conducted** by CWA and the Division of Pensions and Benefits.
    - Union and the Division will present information on healthcare and other benefits
  - Additional 30 minute period for Union to meet privately with employees
  - CWA locals will have additional resources to assist employees in understanding benefits and making smart benefit decisions throughout their employment

# Additional Provisions

## ▶ Essentials

- Workers designated as essential who work during emergencies and closures will have expedited appeal process to challenge designation

## ▶ Workers Compensation Leave Committee

- Union-Management Committee will make recommendations for uniform practices for employees injured on the job to:
  - Receive health benefits at rates paying prior to injury
  - Accrue seniority
  - Accrue paid leave time

# Alternative Workweek Program

- ▶ Union has the right to propose that a **department establish or modify a AWP**
- ▶ Department must meet with union and negotiate over mandatory aspects of program
- ▶ Employee requests to participate in AWP cannot be unreasonably denied
- ▶ State must give Union 45 days notice of intent to modify or terminate AWP and meet with union to discuss proposed actions

For CWA: SLU

For State: KSC

Date: 2/27/19

**Side Letter #5  
Special Response Unit (SPRU)**

1. The State and the Union agree that when CWA represented employees perform SPRU work that they continue to be represented by the Union.

2. The policies and procedures concerning SPRU operations will be determined by the department.

**3. SPRU Rates**

a. SPRU workers who are on-call will receive \$15 a shift. Effective July 1, 2020, the on-call rate will increase to \$20.00.

b. Field workers who have an overtime rate and who are called in during a SPRU shift will be paid at a rate of time and a half their hourly rate of pay. Employees with no overtime rate, such as NL employees, will receive \$42 per hour for such work beginning July 1, 2007. Effective July 1, 2020, employees with no overtime rate, such as NL employees, will receive \$50.00 per hour for such work.

c. Field time includes all the time worked.

d. Effective July 1, 2019, supervisors who are on call to supervise SPRU field workers will receive \$40. Effective July 1, 2019, supervisors who are on call to supervise SPRU field workers and who are activated will receive an additional \$40.00 per shift regardless of the number

#### **4. Eligibility for SPRU Positions**

- a. All vacancies for SPRU will be posted.**
- b. Qualified employees who meet the selection criteria for SPRU positions as set forth in the SPRU policies and procedures will be offered SPRU vacancies in order of seniority if they are equally qualified.**
- c. SPRU employees may be removed from SPRU positions pursuant to SPRU policies and procedures.**
- d. Prior to a suspension or removal of an employee from SPRU, the Department's Office of Labor Relations shall notify the employee and Union in writing for the reason for the removal or suspension. The employee or the Union may appeal such actions by filing a B.1.b grievance which shall be heard no later than ten (10) calendar days from the appeal.**

#### **5. SPRU Safety**

- a. Employees may request a buddy when circumstances warrant a buddy. The request for a buddy shall be reviewed pursuant to SPRU policy with a goal of ensuring that employees are safe and shall not be unreasonably denied.**
- b. SPRU employees shall be eligible for workers compensation benefits.**
- c. SPRU employees shall receive all necessary resources, including but not limited to working cell phones.**

**6. Suspensions or removals from SPRU shall be administered fairly and equitably and not in bad faith.**