

**Memorandum of Agreement between the State of New Jersey and the Communications Workers of America, AFL-CIO**

Whereas, the collective negotiations agreements between the State of New Jersey and the Communications Workers of America, AFL-CIO (“CWA”) covering the Administrative/Clerical, Professional, Primary Level Supervisors and Higher Level Supervisors Units expired on June 30, 2015; and

Whereas, the parties desire to settle litigation involving the payment of increments and clothing maintenance allowance, including pending arbitrations and an unfair practice charge at the Public Employment Relations Commission; and

Whereas, the parties’ desire to enter into successor collective negotiations agreements and to amicably resolve the pending arbitrations and unfair practice charge involving the payment of increments and clothing maintenance allowance;

Therefore, CWA and the State enter into the following Memorandum of Agreement (“MOA”):

- A. The term of this Agreement shall be July 1, 2015 through June 30, 2019, and shall cover employees in the Administrative/Clerical, Professional, Primary Level Supervisors and Higher Level Supervisors Units (“employees”).
- B. Economics
  - 1. Across-the-board increases
    - a. All employees on payroll as of the effective date of this MOA shall receive a 2% across-the-board increase to base salary effective the first full pay period after August 15, 2017. All employees on payroll as of June 30, 2018, shall receive a 2% across-the-board increase to base salary effective the first full pay period after July 1, 2018.
    - b. All steps and ranges in the State Compensation Plan shall be increased by the across-the-board increases set forth in paragraph a above on the effective dates of those increases.
  - 2. Increments
    - a. Normal increments shall be paid to all employees eligible for such increments within the policies of the State Compensation Plan during the term of this Agreement.
    - b. All employees on payroll as of the effective date of this MOA, who were eligible to receive increments between July 1, 2015 and the effective date

of this MOA, shall receive the increments they would have received had increments been paid on their anniversary dates.

- c. Persons who retired between July 1, 2015 and the effective date of this MOA and who, during that period, were entitled to receive one or more increments, shall receive a lump sum payment of \$650 in lieu of the increment(s). This lump sum payment shall not be treated as pensionable income and shall not affect their retirement benefit.

3. Bonus for employees at maximum

All employees, who are on the payroll as of the date effective date of this MOA, who were hired prior to July 1, 2015, and who are not eligible to receive an increment between July 1, 2015 and the effective date of his MOA, shall receive a bonus of \$650. The prior sentence shall not apply to employees hired after July 1, 2015.

4. Clothing Maintenance Allowance ("CMA"):

- a. All employees who received CMA payments during the term of the parties' 2011-2015 Agreement shall receive CMA payments retroactive to July 1, 2015 and shall continue to receive CMA payments under this Agreement provided there is no substantial change in their duties or job title that would no longer qualify them to receive CMA payments under the criteria set forth in Article 6(B) of the parties' 2011-2015 Agreement and provided they meet the service requirements in Article 6(B). Within sixty (60) calendar days from the date of execution of this MOA, the State shall provide to CWA a list of employees, if any, who received CMA payments under the 2011-2015 Agreement, and who the State maintains are not eligible to receive CMA payments under this 2015-2019 Agreement.
- b. Employees hired, promoted or transferred after July 1, 2015, or whose duties changed after July 1, 2015, and who satisfy the service requirements and the criteria set forth in Article 6(B) of the parties' 2011-2015 Agreement shall be eligible to receive CMA payments during the term of this Agreement. Within sixty (60) calendar days from the date of execution of this MOA, the State shall provide to CWA a list of employees, covered by this paragraph (b) who are eligible to receive CMA payments, and will identify employees holding titles that previously received CMA payments who the State maintains are not eligible to receive CMA payments.
- c. To resolve the multiple, protracted and pending arbitrations regarding the eligibility of approximately 1,300 employees, who CWA maintains were

entitled to receive CMA payments under the parties' 2011-2015 Agreement, the parties agree as follows:

- (1) Of the approximately 1,300 employees in dispute in the pending arbitrations, CWA shall identify up to 1,000 of those employees, who are on payroll as of the effective date this MOA, and who shall be eligible to receive CMA payments.
- (2) Of the up to 1,000 employees identified by CWA who were the subject of the pending arbitrations, those employees shall receive CMA payments retroactive to July 1, 2015.
- (3) To receive CMA payments under section (B)(4)(c) of this MOA, employees must satisfy the service requirements set forth in Article 6(B).
- (4) CWA shall submit to the State a list designating all employees who shall receive CMA payments pursuant to section (B)(4)(c) of this MOA, retroactive to July 1, 2015, and the employees identified on that list shall receive the CMA payments.

d. Cap on number of employees receiving CMA payments

The number of employees eligible to receive CMA payments pursuant to this MOA and during the term of the parties' 2015-2019 Agreement, including employees receiving CMA payments pursuant to paragraphs a, b and c above, does not and shall not exceed the cap on the number of employees eligible to receive CMA payments under Article 6(B) of the parties' 2011-2015 Agreement.

5. Eye care program

- a. Coverage under the Eye Care Program shall provide for a \$40.00 payment for regular prescription lens or \$45.00 for bifocal lens or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouse and unmarried children under 26 years of age). The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of \$35.00 or the non-reimbursed cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.

- b. Each eligible employee and dependent may receive only one payment for examinations and one payment for glasses during the period from July 1, 2015 to June 30, 2017, and one payment for examinations and one payment for glasses during the period from July 1, 2017 to June 30, 2019. Proper certification and submission of receipts are required of the employee in order to receive payment.
- c. Upon submission of a certification and receipts employees may obtain reimbursements under the Eye Care Program for the period of July 1, 2015 through June 30, 2017 and for the period of July 1, 2017 through June 30, 2019.

6. Emergency and special project rates

All hourly rates covered by Article 35, including emergency rates and special project rates, shall be increased by 2% effective the first full pay period after July 1, 2018.

7. Timing of payments due pursuant to this MOA

- a. The State shall make best efforts to provide each retroactive payment to which employees are entitled pursuant to paragraphs 1 through 5 above, including the bonus payments pursuant to sections B(2)(c) and (3) of this MOA, as a separate payroll check or as a separate direct deposit. For example, if an employee is entitled to retroactive payments for the 2% across-the-board increase, a retroactive payment for increments that were due between July 1, 2015 and the date the MOA is executed, and a retroactive payment for clothing maintenance allowance, three separate checks may be issued or three direct deposits may be made into the employee's bank account.
- b. Upon signature of this MOA on or before April 16, 2018, the State will immediately take all necessary actions so that employees can be paid at the proper rate and receive all appropriate retroactive payments as quickly as possible.
- c. The State commits that by July 27, 2018 – the second pay date in July 2018 – employees shall receive a prospective salary adjustment based on their placement on the correct step of their salary range, which range shall have been adjusted to reflect the two 2% across-the-board increases pursuant to section B(1)(a) of this MOA.
- d. Retroactive undisputed CMA payments pursuant to sections B(4)(a) and (b) of this MOA shall be made as soon as possible. These payments will be made in separate checks and shall begin in June 2018. Pursuant to section B(4)(c) of this MOA, CWA will provide the State with a list of persons who were in

dispute who will receive retroactive CMA payments and those retroactive CMA payments will be made in separate checks with a target date to begin in the regular paycheck for the pay period that occurs 30 days after the State receives the list. To be eligible to receive a retroactive CMA payment, an employee must be on payroll as of the effective date of this MOA.

- e. The \$650 bonus payments pursuant to sections B(2)(c) and B(3) of this MOA shall be paid as quickly as possible to all eligible persons, with a target date of August 3, 2018. These payments will be made in a separate supplemental check.
  - f. Between the date of ratification of this MOA and the end of October 2018, the State commits to make retroactive payments for increments and across-the-board increases. These payments will be made in separate checks.
  - g. If between the ratification date and the end of October 2018, something causes it to be administratively infeasible to make all of the prospective and retroactive payments, the State will notify CWA as soon as it becomes aware of any delay and will provide an explanation as to why the payment could not be made. Such a delay for one employee or one group of employees will not delay payments for everyone else. If there is a delay, the State will make the correct payment as soon as possible.
  - h. Paragraphs a through g above, apply only to payments made through centralized payroll.
  - i. The employee's share for healthcare contributions shall not be deducted from any retroactive payments.
- C. Unless expressly modified by the terms of this MOA, all other provisions of the parties' 2011-2015 Agreement shall remain unchanged and shall be incorporated into the parties' July 1, 2015 through June 30, 2019 Agreement, except that the parties agree to make minor changes, such as dates, that may be necessary to conform the parties' 2011-2015 Agreement to the terms of this MOA.
- D. CWA agrees to withdraw, with prejudice, all litigation involving the payment of increments and clothing maintenance allowance, including all pending arbitrations and unfair practice charges filed with PERC and any appeals related thereto. Pursuant to Article 41 of the parties' Agreement, if legislative action or rule modification is required to enact any provision of this Agreement, the parties shall jointly seek the enactment of such legislative action or rule modification.
- E. All other proposals submitted by either party during the course of these negotiations are deemed to be withdrawn.

4-16-18 Final MOA

F. The effective date of this MOA shall be April 4, 2018.

On behalf of CWA

  
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Dated: 4/16/2018

On behalf of the State of NJ

  
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Dated: 4/16/18