

WEISSMAN & MINTZ LLC

ATTORNEYS AT LAW

ONE EXECUTIVE DRIVE
SUITE 200
SOMERSET, NEW JERSEY 08873
(732) 563-4565
FAX (732) 560-9779

www.weissmanmintz.com

65 BROADWAY
SUITE 827
NEW YORK, NEW YORK 10006
(212) 509-0918

JOEL N. WEISSMAN (1957-1998)
MARK ROSENBAUM (1955-2002)

STEVEN P. WEISSMAN
ANNMARIE PINARSKI
WILLIAM G. SCHIMMEL
IRA W. MINTZ
JASON L. JONES
SARAI K. KING
CHARLETTE MATTS-BROWN
PENELOPE A. SCUDDER

Of Counsel
ROSEMARIE CIPPARULO
ADAM M. GORDON

Counsel
DAVID A. MINTZ*

* ADMITTED TO PRACTICE ONLY IN NEW YORK



July 7, 2017

Via Email Only

Yvonne Catley, Acting Director
Governor's Office of Employee Relations
225 West State Street
Trenton, NJ 08625

**Re: CWA and the State of New Jersey
Grievance regarding July 1, 2, and 3, 2017 Involuntary Furloughs**

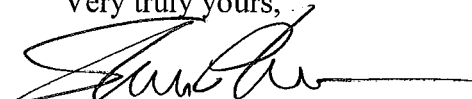
Dear Ms. Catley:

Enclosed for filing is a group grievance filed on behalf of all executive branch employees represented by CWA with respect to the July 1, 2, and 3, 2017 involuntary furloughs. I trust that this grievance will suffice to cover employees in the Administrative-Clerical, Professional, Primary Level Supervisory and Higher Level Supervisory negotiations units represented by CWA. If I need to file separate grievances for each unit please let me know.

In addition, as the involuntary furloughs were directed by an Executive Order issued by the Governor and affected employees in all departments of State government, pursuant to Article 4(D)(3)(b) of the parties' collective negotiations agreements, this grievance is being submitted directly the OER and should be processed as a Step Two grievance.

Your cooperation in this matter is appreciated.

Very truly yours,



Steven P. Weissman

c. Hetty Rosenstein, NJ Director, CWA

GRIEVANCE PROCEDURE FORM

STATE OF NEW JERSEY

NOTE: Every Item must be completed to avoid delays in processing.

INSTRUCTIONS: This Grievance form is for use only by State employees including State employees who are not covered by a union contract. To initiate the grievance process, complete all items in the **GRIEVANCE INFORMATION** section and, if covered by union contract, submit this form within the timeframes and to the appropriate office as designated by your union contract or, if not covered by union contract, submit to the office or individual designated by your department to process grievances within 30 calendar days from the date on which the alleged act occurred. **NOTE:** Appeals for which Civil Service Commission review mechanisms exist, such as those pertaining to Examination, Classification (including out-of-title work), Sick Leave Injury or Layoff, should proceed through established Civil Service Commission appeal processes.

GRIEVANCE INFORMATION

NAME OF EMPLOYEE: _____ JOB TITLE: _____
Group Grievance on behalf of all executive branch employees represented by CWA

MAILING ADDRESS: _____
Communications Workers of America, AFL-CIO, 102 South Warren Street, Trenton, NJ 08608

DEPARTMENT: _____ DIVISION, INSTITUTION, OR AGENCY: _____

DESIGNATION OF GRIEVANCE:
 CONTRACTUAL: State article and paragraph (section) of the contract which you claim is violated: _____
 NONCONTRACTUAL

EMPLOYEE STATEMENT OF GRIEVANCE (Attach additional sheets if necessary):

See attached

TO CORRECT MY GRIEVANCE, THE FOLLOWING SHOULD OCCUR:

See attached

I WILL REPRESENT MYSELF (or) MY REPRESENTATIVE WILL BE: _____ CWA
Name of Representative: Hetty Rosenstein Employee Organization: _____

WITNESSES MAY INCLUDE: _____

Signature of Employee: /s/ Hetty Rosenstein Date: July 7, 2017

RECEIVED BY:
Signature of Management Representative: _____ Date: _____

STEP ONE DECISION:

Signature: _____ (Management Representative) _____ (Date of Hearing) _____ (Date Decision Served to Employee and Representative)

EMPLOYEE:
 I acknowledge settlement of my grievance (or) I appeal to STEP TWO*
Signature of Employee: _____ Date: _____

STEP 2

EMPLOYEE: I WILL REPRESENT MYSELF (or) MY REPRESENTATIVE WILL BE:

Name of Representative: _____ Employee Organization: _____

WITNESSES MAY INCLUDE:

RECEIVED BY:

Signature of Management Representative: _____ Date: _____

STEP TWO DECISION:

Signature: _____
(Management Representative) (Date of Hearing) (Date Decision Served to Employee and Representative)

EMPLOYEE:

I acknowledge settlement of my grievance

I request **FINAL REVIEW**. This is for employees who are not covered by a union contract and union represented employees with a two step grievance process. See **FINAL REVIEW** section below.

I appeal to **STEP THREE**. applicable to employees represented by Local 195, IFPTE and Local 518, SEIU.

Signature of Employee: _____ Date: _____

STEP 3

EMPLOYEE: I WILL REPRESENT MYSELF (or) MY REPRESENTATIVE WILL BE:

Name of Representative: _____ Employee Organization: _____

WITNESSES MAY INCLUDE:

RECEIVED BY:

Signature of Management Representative: _____ Date: _____

STEP THREE DECISION:

Signature: _____
(Management Representative) (Date of Hearing) (Date Decision Served to Employee and Representative)

EMPLOYEE:

I acknowledge settlement of my grievance I request **FINAL REVIEW**.

Signature Of Employee: _____ Date: _____

FINAL REVIEW. CHECK ONE BOX ONLY AND SIGN.

I request that my **NONCONTRACTUAL** grievance be reviewed by the Civil Service Commission. See N.J.A. C. 4A:2-3.7. Within 20 calendar days of receipt of the decision appealed, send to: **Division of Merit System Practices and Labor Relations, Civil Service Commission, P.O. Box 312, Trenton, New Jersey 08625-0312.**

My grievance is designated as **CONTRACTUAL**. See the Union Representative who represented you at the last step of the grievance process.

Employee Signature: _____ Date: _____

Statement of the Grievance

1. This grievance is filed as a group grievance on behalf of executive branch employees represented by the Communications Workers of America, AFL-CIO in the Administrative-Clerical, Professional, Primary Level Supervisory and Higher Level Supervisory negotiations units.
2. As a result of the Legislature and Governor failing to pass a budget for fiscal year 2018 before midnight June 30, 2017, the Governor furloughed all non-essential State employees scheduled to work on July 1, 2 and 3, 2017.
3. Non-essential State employees scheduled to work on July 1, 2 or 3, 2017 were ready, willing and able to work, but were not permitted to work as result of being involuntarily furloughed due to the shutdown of all non-essential State operations.
4. The State has announced that executive branch employees represented by CWA who were scheduled to work on July 1, 2 or 3, 2017 and who were involuntarily furloughed on those days will not be paid for the days that they were scheduled to work, but were furloughed. Employees designated as essential, but who were not required to report to work, will be treated the same as non-essential employees, and will not paid for the days they were furloughed.
5. The State has also announced that executive branch employees, who were on paid leaves on July 1, 2 or 3, 2017, utilizing paid vacation, administrative or sick leave, will not be paid for those days. Leave time was cancelled by the State.
6. The State has also announced that employees scheduled to work on July 1, 2 or 3, 2017 and who were involuntarily furloughed on those days will not be eligible for overtime payments they would otherwise receive if they had been permitted to work on July 1, 2 or 3, 2017, as scheduled.
7. The above actions by the State violate the following provisions of the parties' 2011-2015 collective negotiations agreements:
 - a. Article 1 – Recognition – by unilaterally reducing employees' annual compensation and hours of work through involuntary furloughs;
 - b. Article 6 – Compensation – by unilaterally reducing employees' annual compensation through involuntary furloughs;
 - c. Article 8 – Hours and Overtime, sections A and C – by unilaterally reducing hours of work; by failing to provide employees with the required notice of a change in schedule; by failing to pay employees overtime to which they would have been entitled had they been permitted to work as scheduled on July 1, 2 and 3, 2017;

- d. Article 22 – Leaves of Absence, sections A, E and F – by failing to pay employees for the use of paid leave time on July 1, 2 and 3, 2017; and
- e. Article 39 – Complete Agreement, sections A, B and C – by unilaterally changing terms and conditions of employment through the reduction of compensation and hours of work for all employees involuntarily furloughed on July 1, 2 and 3 2017, by denying paid leave time to which employees were entitled on July 1, 2 and 3, 2017, and by denying overtime employees would have received had they not been involuntarily furloughed on July 1, 2 or 3, 2017.

Remedy:

1. Make all employees, who were involuntarily furloughed on July 1, 2 and 3, 2017, whole for all lost compensation;
2. Make all employees, who were denied the right to use paid leave on July 1, 2 and 3, 2017, whole for all lost compensation and restore cancelled benefit time to their leave time balances; and
3. Make all employees whole for overtime they would have received had they not been involuntarily furloughed on July 1, 2 and 3, 2017.