

Attention Members of Local 195 – IFPTE

The Local 195 Negotiations Team has presented a Tentative Contract to the Local Executive Board and our Executive Board has approved the Tentative Agreement to be moved for a Ratification vote by the full membership.

Some outside parties are commenting about OUR business with false and misleading information and these people are encouraging our Local 195 members to vote “NO” with this false information and propaganda. Their actions are improper, illegal and they violate union principles and recognized employee representation standards.

Union members should depend on their experienced, elected union officials as their source of the correct, accurate and complete information and realize that outside sources may have their own opposing agenda to upset or influence the union and the process.

Some of the false information and the correct facts are explained here. As most of us already know, this Governor and the Legislator changed Pension and Health Benefits through legislation in June 2011. Health Benefits are not negotiable items; that is, by law, we cannot negotiate Health Benefits despite the information presented by outside parties. The State started with a firm demand to stop all Step increments in July 2013 and after a four year contract expired; effectively, this would end all Step increments in the future. Our team held to a demand to keep existing Step increments. The State started with a proposal to remove any Clothing Maintenance Allowance. We were able to convince the State team to include a payment despite the Administration’s demands. There is no “sunset” language in the document. The State also wanted to eliminate the Shift Differential, while we were requesting an increase. We kept this item at the present level. The State held on to a philosophy of limiting bonus payments to higher base salary workers. Originally, the State limit was \$50,000 base salary. Our team managed a 10% increase of this limit to a \$55,000 base salary. Side Letters of Agreement were listed in the back of the previous Contract Agreement books and were not a part of the Contract. In the Tentative Agreement for 2011-2015 a number of these items are to be included within the Contract improving our position in case of any future alleged violations, upon ratification. The previous (current) **PES evaluation system** that had been included in past contracts was supposed to be followed up with the Governor’s office and Civil Service by the organization which authored the change. Since they “dropped the ball” this rule was never amended or changed from the **PAR standard**. This Administration insisted that the **PAR, which is the current rule**, be reflective of CSC rule and remain. This system is better for our titles and our members. See http://www.state.nj.us/csc/nj_title4a/chapter6/ch6_5.htm#4A6-5-1 The

State insisted there is no funding for an across-the-board COLA increase through June 2013. Our Team insisted there must be something for those who do not get an increment during this period. We finally agreed to a compromised amount for these members. Relating to the issues of job security, layoffs and sub-contracting, there is law, rule and/or regulations governing these, and this Administration insists on following the current laws and rules; and, will not agree to any more generous language in the union contracts. Most importantly, the rules and law supersede the Contract so that this language is not enforceable in these matters. Simply, it looks good, it sounds good, but, it has no strength. So, we didn't give up anything that we actually had to use, in the first place. We did keep Side Letter of Agreement #8, "Job Security" which provides 90 days notice prior to awarding a contract and the State providing public documents including cost information and the RFP. However, remember the decision to contract or sub-contract, by law, remains a "management prerogative". This FACT in law seems to be over looked by the other organizations and individuals. See also: http://www.state.nj.us/csc/nj_title4a/chapter8/ch8_1.htm specifically, 4A:8-1.4(a)7 and 4A:8-1.4(e) and 4A8-1.6(a) and (d)

Special Note and disclaimer: The information and opinions given above are solely of the author based on over 30 years of State employment and 30 years of participation in the union including training, education, research and experience which includes union leadership positions both elected and appointed. Opinions and statements are not initiated by the union or by the union leadership. Comments or questions should be directed to the author and are welcome and encouraged.

Thank you for your interest in this matter.

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Local 195, IFPTE