

[Second Reprint]

ASSEMBLY, No. 5862

STATE OF NEW JERSEY
219th LEGISLATURE

INTRODUCED JUNE 9, 2021

Sponsored by:

Assemblyman JOHN ARMATO

District 2 (Atlantic)

Assemblywoman ANNETTE QUIJANO

District 20 (Union)

Assemblyman DANIEL R. BENSON

District 14 (Mercer and Middlesex)

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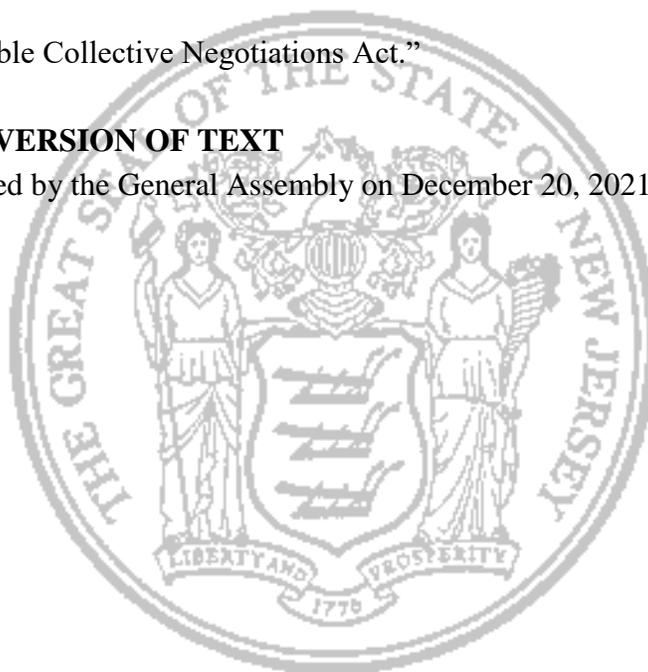
Assemblywomen Reynolds-Jackson, Murphy, Assemblymen Giblin, Verrelli, Zwicker, Assemblywomen Chaparro, Sumter, Jasey, McKnight, Assemblymen McKeon, Stanley, Assemblywoman Lopez, Assemblymen Wimberly, Caputo and DeAngelo

SYNOPSIS

“Responsible Collective Negotiations Act.”

CURRENT VERSION OF TEXT

As amended by the General Assembly on December 20, 2021.



(Sponsorship Updated As Of: 6/24/2021)

1 AN ACT concerning public employment relations, amending
 2 P.L.1967, c.310 and P.L. 2018, c.15, and supplementing Title 34
 3 of the Revised Statutes.

4
 5 **BE IT ENACTED** *by the Senate and General Assembly of the State*
 6 *of New Jersey:*

7
 8 1. (New section) This act shall be known and may be cited as
 9 the “Responsible Collective Negotiations Act.”

10
 11 2. (New section) It is hereby declared as the public policy of
 12 this State that the public interest is best served in the prompt
 13 settlement of labor disputes and in achieving cost effective and
 14 creative solutions to ensure the efficient delivery of public services
 15 and that policy is best achieved by entrusting democratically elected
 16 government officials with broad authority to negotiate over the
 17 terms of employment of their employees; that the constitutional
 18 mandate that public employees have the right to organize and
 19 present grievances to their employers will be promoted by the
 20 establishment of an system of collective negotiations between
 21 public employers and the representatives of public employees that
 22 includes all matters that intimately and directly affect employee
 23 work and welfare, unless a negotiated agreement would prevent
 24 government from carrying out its statutory mission; and that when
 25 public employers and employee representatives agree upon subjects
 26 of collective negotiations, it is in the public interest that those
 27 agreements are enforceable by both public employee organizations
 28 and public employers and that the parties to a collective
 29 negotiations agreement respect and abide by their mutual promises
 30 and agreements.

31
 32 3. (New section) Notwithstanding any provisions of the “New
 33 Jersey Employer-Employee Relations Act,” P.L.1941, c.100
 34 (C.34:13A-1 et seq.), or any other law to the contrary, as used in
 35 sections 1 through 9 of P.L. , c. (C.)(**1** **now** **1** pending before
 36 the **1** **legislature** **Legislature** **1** as this bill):

37 a. The term “commission” means the New Jersey Public
 38 Employment Relations Commission.

39 b. The term “employer” means the State of New Jersey, or the
 40 several counties and municipalities thereof, or any other political
 41 subdivision of the State, or any special district, or any county college,
 42 or any authority, commission or board, or any branch or agency of the
 43 **2** **public service** **State** **2**, except that the term does not include any
 44 local or regional school district, or board or commission under the

EXPLANATION – Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.

Matter enclosed in superscript numerals has been adopted as follows:

¹Assembly ABU committee amendments adopted June 22, 2021.

²Assembly floor amendments adopted December 20, 2021.

1 authority of the Commissioner of Education or the State Board of
 2 Education², and except that for purposes of sections 4, 5, and 11 of
 3 P.L. _____, c. _____ (C. _____) (pending before the Legislature as this bill), the
 4 term “employer” does not include:

5 (1) the several counties and municipalities;

6 (2) authorities, commissions, boards or other instrumentalities of
 7 the several counties and municipalities;

8 (3) State colleges and universities;

9 (4) Rutgers, the State University of New Jersey; or

10 (5) the New Jersey Institute of Technology².

11 c. The term “employee” means an employee of an employer as
 12 defined by subparagraph b above, but does not include firefighting
 13 employees of public fire departments or employees engaged in
 14 performing police services for public police departments as those
 15 terms are defined by section 2 of P.L.1977, c.85 (C.34:13A-15)¹,
 16 except that, for the purposes of sections 6 through 9 of P.L. _____, c. (C. _____)
 17 (pending before the Legislature as this bill), the term “employee” also
 18 includes firefighting employees of public fire departments or
 19 employees engaged in performing police services for public police
 20 departments as those terms are defined by section 2 of P.L.1977, c.85
 21 (C.34:13A-15)¹.

22 d. ¹“Terms and conditions of employment” are all matters that
 23 intimately and directly affect the work and welfare of public
 24 employees. Examples of terms and conditions of employment include,
 25 but are not limited to: compensation; hours and schedules of work;
 26 fringe benefits; layoffs; subcontracting and privatization; criteria and
 27 procedures for promotions, performance evaluations and hiring;
 28 transfers of employees; assignments and reassignments of employees;
 29 transfer of negotiations unit work; and job security, discipline disputes
 30 and disciplinary review procedures.

31 e. “Disciplinary review procedures” are procedures to review all
 32 forms of discipline, including but not limited to, oral and written
 33 reprimands, written warnings, suspensions with and without pay, fines,
 34 terminations, non-renewals, non-reappointments, demotions,
 35 disciplinary transfers and all other adverse personnel actions based on
 36 employee performance or conduct.

37 f. ¹The terms “employee organization” and “majority
 38 representative”, unless otherwise specified, ²**means** mean² the
 39 “exclusive majority representative” either certified by the commission
 40 or recognized by the public employer.

42 ¹4. (New section) Notwithstanding any provisions of the “New
 43 Jersey Employer-Employee Relations Act,” P.L.1941, c.100
 44 (C.34:13A-1 et seq.), or any other law to the contrary:

45 a. Permissive subjects for collective negotiation ²involving the
 46 several counties and municipalities, and any authorities, boards,
 47 commissions or other instrumentalities of the several counties or

1 municipalities, shall include all terms and conditions of employment
2 that are not otherwise mandatorily negotiable and that intimately and
3 directly affect employee work and welfare, unless those subjects are
4 specifically exempted from collective negotiations by State statute, or
5 unless a negotiated agreement would prevent government from
6 carrying out its statutory mission. Mandatory subjects for collective
7 negotiation involving public employers other than the several counties
8 and municipalities, and any authorities, boards, commissions or other
9 instrumentalities of the several counties and municipalities, shall
10 include terms and conditions of employment that intimately and
11 directly affect the work and welfare of public employees and that are
12 not specifically exempted from collective negotiations by State statute,
13 unless a negotiated agreement would prevent government from
14 carrying out its statutory mission. Statutes and administrative] shall
15 include all terms and conditions of employment that are not otherwise
16 mandatorily negotiable and that intimately and directly affect
17 employee work and welfare, unless otherwise preempted by State or
18 federal statute, or unless a negotiated agreement would prevent
19 government from carrying out its statutory mission.

20 b. Administrative² regulations ²adopted after the effective date of
21 P.L. c. (C.)(pending before the Legislature as this bill)² that set
22 terms and conditions of employment or that grant public employers
23 authority over terms and conditions of employment do not preempt
24 collective negotiations and do not supersede the provisions of any
25 negotiated agreement, except that terms and conditions of employment
26 set by statutes and regulations shall not be diminished by a negotiated
27 agreement.

28 ²[b.] c.² Parties may ²[agree to]² submit disputes about whether a
29 matter is within the scope of collective negotiations to the commission,
30 pursuant to the authority vested in it by subsection d. of section 1 of
31 P.L.1974, c.123 (C.34:13A-5.4).

32 ²[c.] d.² Grievance procedures shall provide for binding
33 arbitration as the means for resolving disputes over the application,
34 interpretation or violation of the terms of a collective negotiations
35 agreement entered into by the parties. ²[With respect to the discipline
36 of employees without statutory protection under tenure or civil service
37 laws, binding arbitration shall be the final dispute resolution
38 mechanism of any dispute regarding whether there is just cause for a
39 disciplinary dispute, including, but not limited to, reprimands,
40 withholding of increments, termination or non-renewal of an
41 employment contract, expiration or lapse of an employment contract or
42 term, or lack of continuation of employment, irrespective of the reason
43 for the employer's action or failure to act. In arbitration, the burden of
44 proof shall be on the employer. Parties may negotiate alternative
45 disciplinary review procedures that may provide for binding arbitration
46 as the means for resolving disputes involving discipline of employees
47 with statutory protection under tenure or civil service laws. For any

1 collective negotiations agreement in effect on the effective date of
2 P.L. , c. (C.)(pending before the Legislature as this bill),
3 subsection c. of this section, shall become effective upon the
4 expiration of that collective negotiations agreement.

5 d.] e. Where an employer and a majority representative agree to
6 disciplinary review procedures that provide for binding arbitration of
7 disputes involving employees who are covered by alternate statutory
8 review procedures, other than public employees subject to discipline
9 pursuant to R.S.53:1-10, the disciplinary review procedures
10 established by agreement between an employer and a majority
11 representative shall be utilized for any dispute covered by the terms of
12 such agreement.

13 f.² Notwithstanding the expiration of a collective negotiations
14 agreement, an impasse in negotiations, an exhaustion of the
15 ²[Commission's] commission's² impasse procedures, or the
16 utilization or completion of the procedures required by ²[of]²
17 P.L. , c. (C.)(pending before the Legislature as this bill) to
18 resolve disputes involving collective negotiations, and notwithstanding
19 any law or regulation to the contrary, no public employer, its
20 representatives, or its agents shall unilaterally impose, modify, amend,
21 delete^{2,2} or alter any ²mandatorily negotiable² terms and conditions of
22 employment as set forth in the expired or expiring collective
23 negotiations agreement, or unilaterally impose, modify, amend, delete,
24 or alter any other ²mandatorily² negotiable terms and conditions of
25 employment ²that are not set forth in a collective negotiations
26 agreement², without the specific written agreement of the majority
27 representative. Following contract expiration, and notwithstanding
28 any law or regulation to the contrary, absent express language in a
29 collective negotiations agreement providing that a specific term of the
30 agreement will not continue after the expiration of the collective
31 negotiations agreement, all terms and conditions of the agreement,
32 including, but not limited to the payment of salary increments, shall
33 remain in effect following the agreement's expiration until the parties
34 reach agreement on a successor collective negotiations agreement.

35 ²[e.] g.² Notwithstanding any provision of this section, the
36 Legislature retains the right to exempt from collective negotiations
37 subjects that would otherwise be mandatory subjects of negotiations.

38 ²[f.] h.² Notwithstanding any provision of this section, the
39 resolution of disputes concerning negotiations over terms and
40 conditions of employment shall not be subject to compulsory interest
41 arbitration as set forth in P.L.1995, c.425 (C.34:13A-14a et seq.).¹

42 ²i. The parties to collective negotiations may not insist on
43 negotiating over permissive subjects of negotiations. A party's
44 decision to not negotiate or to cease negotiating over a permissive
45 subject of negotiations is not a violation of subsection a. or b. of
46 section 1 of P.L.1974, c.123 (C.34:13A-5.4).

1 j. The commission shall promulgate regulations to enforce the
2 provisions of this section.²

3
4 ¹5. (New section) The communications between ²a representative
5 of² a majority representative of employees and ²[its] a² unit
6 ²[members] member² regarding ²[collective negotiations, the
7 administration of collective negotiations agreements, the investigation
8 of grievances, other workplace related complaints and issues, or any
9 other matters that are within the scope of a majority representative's
10 duty of fair representation, and internal union matters involving the
11 governance or business of the union, shall be treated as confidential
12 communications and shall not be subject to disclosure under the
13 discovery rules of New Jersey administrative agencies, including, but
14 not limited to the Office of Administrative Law and the Commission,
15 or pursuant to section 17 of P.L.2003, c.95 (C.2A:23B-17), and other
16 applicable state laws authorizing arbitrators, presiding at labor
17 arbitrations, to issue subpoenas.] the investigation and preparation for
18 meetings and hearings of grievances and disciplinary disputes, shall be
19 treated as confidential communications and shall not be subject to
20 disclosure under the discovery rules of New Jersey administrative
21 agencies, including, but not limited to the Office of Administrative
22 Law and the commission, or pursuant to section 17 of P.L.2003, c.95
23 (C.2A:23B-17), and other applicable State laws authorizing arbitrators,
24 presiding at labor arbitrations, to issue subpoenas. This section does
25 not apply to the New Jersey Court Rules or to records that are required
26 by statute, case law, or the New Jersey Court Rules to be made
27 available to the public by entities provided for in Article VI of the
28 New Jersey Constitution^{2, 1}

29
30 ¹[4.] 6.¹ (New section) Notwithstanding any provisions of the
31 "New Jersey Employer-Employee Relations Act," P.L.1941, c.100
32 (C.34:13A-1 et seq.), or any other law to the contrary, if an
33 employee who does not pay dues to a majority representative
34 requests that the majority representative represent the employee in
35 arbitration proceedings to enforce the terms of the collective
36 negotiations agreement between the majority representative and the
37 public employer, including arbitration proceedings involving the
38 resolution of disciplinary disputes, the majority representative may
39 charge an employee for the cost of representing the employee in the
40 arbitration proceedings, and may decline to represent an employee
41 in the arbitration unless the employee agrees to pay for the cost of
42 the representation.

43
44 ¹[5.] 7.¹ (New section) Only the parties to a collective
45 negotiations agreement shall have the authority to invoke the
46 arbitration procedures of the agreement and the public employer
47 and the employee organization shall be the only parties to the

1 arbitration proceeding invoked pursuant to the collective
2 negotiations agreement.

3
4 ¹~~6.~~ ^{8.} ¹ (New section) ²~~An authorization card~~ Authorization
5 cards² or ²~~petition~~ showings of interest² submitted to the
6 ²~~Commission~~ commission² for purposes of conducting an election
7 to select a majority representative or certifying an employee
8 organization as the exclusive majority representative based on a
9 majority of employees in the unit signing authorization cards or a
10 petition, may bear the electronic signature of the employee, as the term
11 electronic signature is defined in section 2 of P.L.2001, c.116
12 (C.12A:12-2)², provided that the petitioner provides to the commission
13 verification as to the authenticity of the electronic signature, such as an
14 email from the employee signatory confirming the authenticity of their
15 signature or such other verification deemed acceptable by the
16 commission. Facsimile transmissions and email will be accepted in
17 lieu of originals for authorization cards and showings of interest in
18 certification cases; however, all original filings and submissions shall
19 be retained by the petitioner and the originals shall be produced upon
20 request of the commission².

21
22 ¹~~7.~~ (New section) Notwithstanding any provisions of the “New
23 Jersey Employer-Employee Relations Act,” P.L.1941, c.100
24 (C.34:13A-1 et seq.), or any other law to the contrary:

25 a. Mandatory subjects for collective negotiation in public
26 employment shall include terms and conditions of employment of
27 public employees that are not specifically exempted from collective
28 negotiations by State statute, unless a negotiated agreement would
29 prevent government from carrying out its statutory mission.
30 Statutes and administrative regulations that set terms and conditions
31 of employment or that grant public employers authority over terms
32 and conditions of employment do not preempt collective
33 negotiations and do not supersede the provisions of any negotiated
34 agreement, except that terms and conditions of employment set by
35 statutes and regulations shall not be diminished by a negotiated
36 agreement.

37 b. Grievance and disciplinary review procedures shall provide
38 for binding arbitration as a means for resolving disputes involving
39 mandatory subjects for collective negotiations.

40 c. Notwithstanding the expiration of a collective negotiations
41 agreement, an impasse in negotiations, an exhaustion of the
42 Commission’s impasse procedures, or the utilization or completion
43 of the procedures required by of P.L. , c. (C.)(now
44 pending before the legislature as this bill) to resolve disputes
45 involving collective negotiations, and notwithstanding any law or
46 regulation to the contrary, no public employer, its representatives,
47 or its agents shall unilaterally impose, modify, amend, delete or

1 alter any terms and conditions of employment as set forth in the
2 expired or expiring collective negotiations agreement, or
3 unilaterally impose, modify, amend, delete, or alter any other
4 negotiable terms and conditions of employment, without the
5 specific written agreement of the majority representative.
6 Following contract expiration, and notwithstanding any law or
7 regulation to the contrary, absent express language in a collective
8 negotiations agreement providing that a specific term of the
9 agreement will not continue after the expiration of the collective
10 negotiations agreement, all terms and conditions of the agreement,
11 including, but not limited to the payment of salary increments, shall
12 remain in effect following the agreement's expiration until the
13 parties reach agreement on a successor collective negotiations
14 agreement. **1**

15

16 **1**[8.(New section) The communications between a majority
17 representative of employees and its unit members regarding
18 collective negotiations, the administration of collective negotiations
19 agreements, the investigation of grievances, other workplace related
20 complaints and issues, or any other matters that are within the scope
21 of a majority representative's duty of fair representation, and
22 internal union matters involving the governance or business of the
23 union, shall be treated as confidential communications and shall not
24 be subject to disclosure under the discovery rules of New Jersey
25 administrative agencies, including, but not limited to the Office of
26 Administrative Law and the Commission, or pursuant to section 17
27 of P.L.2003, c.95 (C.2A:23B-17), and other applicable state laws
28 authorizing arbitrators, presiding at labor arbitrations, to issue
29 subpoenas. **1**

30

31 9. (New section) Complaints issued based on a violation of
32 paragraph (3) of subsection (a) of section 1 of P.L.1974, c.123
33 (C.34:13A-5.4) shall be scheduled for hearing within **2**[60 to 90] 120**2**
34 calendar days from date of complaint issuance, unless the parties agree
35 to extend the time for complaint issuance. Within 60 calendar days of
36 the filing of an unfair practice charge alleging the violation the
37 commission shall decide whether or not to issue a complaint. The
38 commission shall promulgate rules to provide for discovery prior to
39 the commencement of a hearing.

40

41 **2**10. Section 1 of P.L.1974, c.123 (C.34:13A-5.4) shall be
42 amended as follows:

43 1. a. Public employers, their representatives or agents are
44 prohibited from:

45 (1) Interfering with, restraining or coercing employees in the
46 exercise of the rights guaranteed to them by this act.

1 (2) Dominating or interfering with the formation, existence or
2 administration of any employee organization.

3 (3) Discriminating in regard to hire or tenure of employment or
4 any term or condition of employment to encourage or discourage
5 employees in the exercise of the rights guaranteed to them by this act.

6 (4) Discharging or otherwise discriminating against any employee
7 because he has signed or filed an affidavit, petition or complaint or
8 given any information or testimony under this act.

9 (5) Refusing to negotiate in good faith with a majority
10 representative of employees in an appropriate unit concerning terms
11 and conditions of employment of employees in that unit, or refusing to
12 process grievances presented by the majority representative.

13 (6) Refusing to reduce a negotiated agreement to writing and to
14 sign such agreement.

15 (7) Violating any of the rules and regulations established by the
16 commission.

17 b. Employee organizations, their representatives or agents are
18 prohibited from:

19 (1) Interfering with, restraining or coercing employees in the
20 exercise of the rights guaranteed to them by this act.

21 (2) Interfering with, restraining or coercing a public employer in
22 the selection of his representative for the purposes of negotiations or
23 the adjustment of grievances.

24 (3) Refusing to negotiate in good faith with a public employer, if
25 they are the majority representative of employees in an appropriate
26 unit concerning terms and conditions of employment of employees in
27 that unit.

28 (4) Refusing to reduce a negotiated agreement to writing and to
29 sign such agreement.

30 (5) Violating any of the rules and regulations established by the
31 commission.

32 c. The commission shall have exclusive power as hereinafter
33 provided to prevent anyone from engaging in any unfair practice listed
34 in subsections a. and b. above. Whenever it is charged that anyone has
35 engaged or is engaging in any such unfair practice, the commission, or
36 any designated agent thereof, shall have authority to issue and cause to
37 be served upon such party a complaint stating the specific unfair
38 practice charged and including a notice of hearing containing the date
39 and place of hearing before the commission or any designated agent
40 thereof; provided that no complaint shall issue based upon any unfair
41 practice occurring more than 6 months prior to the filing of the charge
42 unless the person aggrieved thereby was prevented from filing such
43 charge in which event the 6-month period shall be computed from the
44 day he was no longer so prevented.

1 In any such proceeding, the provisions of the "Administrative
2 Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.) shall be
3 applicable. Evidence shall be taken at the hearing and filed with the
4 commission. If, upon all the evidence taken, the commission shall
5 determine that any party charged has engaged or is engaging in any
6 such unfair practice, the commission shall state its findings of fact and
7 conclusions of law and issue and cause to be served on such party an
8 order requiring such party to cease and desist from such unfair
9 practice, and to take such reasonable affirmative action as will
10 effectuate the policies of this act. All cases in which a complaint and
11 notice of hearing on a charge is actually issued by the commission,
12 shall be prosecuted before the commission or its agent, or both, by the
13 representative of the employee organization or party filing the charge
14 or his authorized representative.

15 d. The commission shall at all times have the power and duty,
16 upon the request of any public employer or majority representative, to
17 make a determination as to whether a matter in dispute is within the
18 scope of collective negotiations. The commission shall serve the
19 parties with its findings of fact and conclusions of law. Any
20 determination made by the commission pursuant to this subsection
21 may be appealed to the Appellate Division of the Superior Court.

22 e. The commission shall adopt such rules as may be required to
23 regulate the conduct of representation elections, and to regulate the
24 time of commencement of negotiations and of institution of impasse
25 procedures so that there will be full opportunity for negotiations and
26 the resolution of impasses prior to required budget submission dates.

27 f. The commission or any interested party shall have the power to
28 apply to the **【Appellate Division of the】** Superior Court, Law
29 Division, for an appropriate order enforcing any order of the
30 commission issued under subsection c. or d. hereof, and its findings of
31 fact, if based upon substantial evidence on the record as a whole, shall
32 not, in such action, be set aside or modified; any order for remedial or
33 affirmative action, if reasonably designed to effectuate the purposes of
34 this act, shall be affirmed and enforced in such proceeding.

35 g. The Director of the Division of Local Government Services in
36 the Department of Community Affairs may notify the commission that
37 a municipality deemed a "municipality in need of stabilization and
38 recovery" pursuant to section 4 of P.L.2016, c.4 (C.52:27BBBB-4)
39 shall not be subject to the commission's authority to prevent an unfair
40 practice pursuant to subsection a. of this section. Upon such notice,
41 neither the commission, nor any designee, shall have the authority to
42 issue or cause to be served upon such municipality in need of
43 stabilization and recovery any complaint alleging an unfair practice
44 under subsection a. of this section or to hold any hearings with respect
45 thereto. Nothing in this subsection shall be construed to limit the
46 scope of any general or specific powers of the Local Finance Board or
47 the Director set forth in P.L.2016, c.4 (C.52:27BBBB-1 et al.).

1 The provisions of this subsection shall no longer be applicable on
2 and after the first day of the sixth year next following the
3 determination by the Commissioner of Community Affairs that the
4 municipality shall be deemed "a municipality in need of stabilization
5 and recovery" pursuant to section 4 of P.L.2016, c.4 (C.52:27BBBB-
6 4); however, actions taken pursuant to this subsection prior to the
7 effective date of P.L.2021, c.124 (C.52:27BBBB-4 et al.) shall be final
8 and shall not be subject to reconsideration.²

9 (cf: P.L.2021, c.124, s.4)

10
11 ²**[10.] 11.**² Section 5 of P.L.2018, c.15 (C.34:13A-5.15) is
12 amended to read as follows:

13 5. a. All regular full-time and part-time employees of the
14 public employer who perform negotiations unit work shall be
15 included in the negotiations unit represented by the exclusive
16 representative employee organization.

17 b. Negotiations unit work means work that is performed by any
18 employees who are included in a negotiations unit represented by an
19 exclusive representative employee organization without regard to
20 job title, job classification or number of hours worked, except that
21 employees who are confidential employees or managerial
22 executives, as those terms are defined by section 1 of P.L.1941,
23 c.100 (C.34:13A-3), or elected officials, members of boards and
24 commissions, or casual employees, may be excluded from the
25 negotiations unit. Casual employees are employees who work an
26 average of fewer than four hours per week over a period of 90
27 calendar days.

28 c. Every 120 calendar days beginning on January 1 following
29 the effective date of P.L. , c. (C.)(now pending before the
30 legislature as this bill), public employers shall provide to an
31 exclusive representative employee organization in an Excel file
32 format or other format agreed to by the exclusive representative
33 employee organization, the following information for all employees
34 not represented by any exclusive representative employee
35 organization: name, job title, worksite location, work email and
36 work phone number. Within 30 days of a request by an exclusive
37 representative employee organization, a public employer shall
38 provide a job description for each non-represented employee,
39 including the names and job titles of all employees supervised by
40 the employer subject to the request.

41 d. Employees who are performing negotiations unit work and
42 who are not included in a negotiations unit because they did not
43 meet the threshold of hours or percent of time worked as set forth in
44 a certification of representative, recognition clause or other
45 provision in a collective negotiations agreement, shall be included
46 in the negotiations unit by operation of this act, within 90 calendar
47 days from the effective date of this act.

1 **[d.] e.** The Public Employment Relations Commission shall
2 promulgate rules to implement this section, including rules to
3 resolve disputes over the inclusion of employees performing
4 negotiations unit work in the appropriate negotiations unit. The
5 rules promulgated by the commission shall provide for the
6 resolution of disputes that arise under this section, within 60
7 calendar days from the submission of the dispute to the commission
8 by either the exclusive representative employee organization or the
9 public employer.

10 (cf: P.L.2018, c.15, s.5)

11
12 ²**[11.] 12.**² Section 1 of P.L.1967, c.310 (C.52:14-15.9e) is
13 amended to read as follows:

14 1. Whenever any person holding employment, whose
15 compensation is paid by this State or by any county, municipality,
16 board of education or authority in this State, or by any board, body,
17 agency or commission thereof shall indicate in writing, including by
18 electronic communications, and which writing or communication may
19 be evidenced by the electronic signature of the employee, as the term
20 electronic signature is defined in section 2 of P.L.2001, c.116
21 (C.12A:12-2), to the proper disbursing officer his desire to have any
22 deductions made from his compensation, for the purpose of paying the
23 employee's dues to a bona fide employee organization, designated by
24 the employee in such request, and of which said employee is a
25 member, such disbursing officer shall make such deduction from the
26 compensation of such person and such disbursing officer shall transmit
27 the sum so deducted to the employee organization designated by the
28 employee in such request.

29 Employees who have authorized the payroll deduction of fees to
30 employee organizations prior to the effective date of the “Workplace
31 Democracy Enhancement Act”, P.L.2018, c.15 (C.34:13A-5.11 et
32 seq.), may revoke such authorization ²[by providing written notice to
33 their public employer consistent with the terms of the authorization by
34 the employee to have any deductions made from the employee’s
35 compensation for the purpose of paying the employee's dues to a bona
36 fide employee organization, as those terms are set forth on the writing
37 signed by the employee authorizing the payroll deduction of dues,
38 provided the writing was consistent with the law at the time the
39 authorization was given. If the writing was not consistent with law,
40 the revocation of authorization shall be effective on the dates provided
41 by law at the time the authorization was given.] in accordance with the
42 law in effect at the time of their initial authorization of payroll
43 deduction of fees or with the terms of that authorization as those terms
44 are set forth on the record bearing the employee’s signature, provided
45 the terms were consistent with the law in effect at the time².

46 Employees who have authorized the payroll deduction of fees to
47 employee organizations on or after the effective date of the

1 “Workplace Democracy Enhancement Act”, P.L.2018, c.15
2 (C.34:13A-5.11 et seq.), may revoke such authorization by providing
3 written notice to their public employer **[**during the 10 days following
4 each anniversary date of their employment**]**. ²**[**Within five days of
5 receipt of notice from an employee of revocation of authorization for
6 the payroll deduction of fees, the public employer shall provide notice
7 to the employee organization of an employee's revocation of such
8 authorization.**]**² An employee's notice of revocation of authorization
9 for the payroll deduction of employee organization fees shall be
10 effective on the 30th day after the anniversary date of employment.

11 Within five days of receipt of notice from an employee of
12 revocation of authorization for the payroll deduction of fees, the public
13 employer shall provide notice to the employee organization of an
14 employee’s revocation of such authorization.

15 Nothing herein shall preclude a public employer and a duly
16 certified majority representative from entering into a collectively
17 negotiated written agreement which provides that employees included
18 in the negotiating unit may only request deduction for the payment of
19 dues to the duly certified majority representative. Such collectively
20 negotiated agreement may include a provision that existing written
21 authorizations for payment of dues to an employee organization other
22 than the duly certified majority representative be terminated. Such
23 collectively negotiated agreement may also include a provision
24 specifying the effective date of a termination in deductions as of the
25 July 1 next succeeding the date on which notice of withdrawal is filed
26 by an employee with the public employer's disbursing officer.

27 This authorization for negotiation of exclusive dues deduction
28 provisions shall not apply to any negotiating unit which includes
29 employees of any local school district or county college.

30 As used in this section, dues shall mean all moneys required to be
31 paid by the employee as a condition of membership in an employee
32 organization and any voluntary employee contribution to a committee
33 or fund established by such organization, including but not limited to
34 welfare funds, political action committees, charity funds, legal defense
35 funds, educational funds, and funds for donations to schools, colleges,
36 and universities.

37 (cf: P.L.2018, c.15, s.6)

38

39 ²**[**12.**]** 13.² This act shall take effect immediately²; provided,
40 however, that subsection a., and subsections c. through i., of section 4
41 of P.L. c. (C.)(pending before the Legislature as this bill) shall
42 be applicable upon the expiration of any binding collective
43 negotiations agreements or contracts of employment in force on the
44 date of enactment².