

[Fourth Reprint]

SENATE, No. 3810

STATE OF NEW JERSEY
219th LEGISLATURE

INTRODUCED MAY 20, 2021

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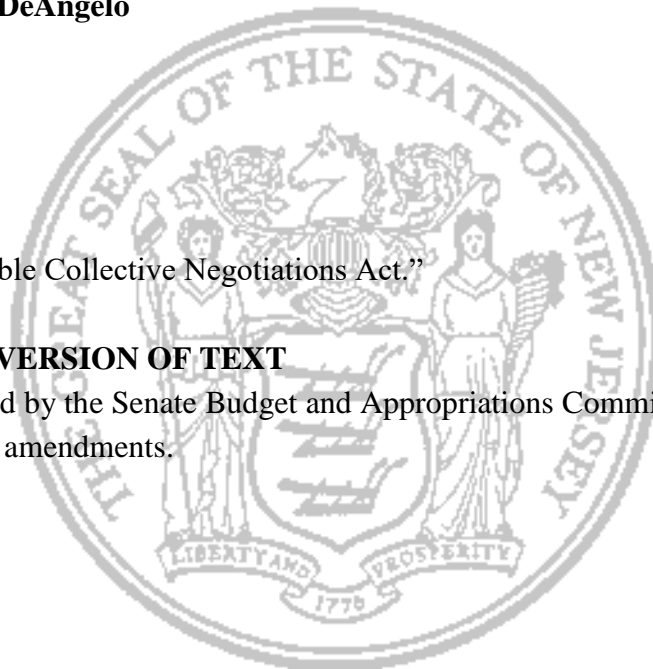
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SYNOPSIS

“Responsible Collective Negotiations Act.”

CURRENT VERSION OF TEXT

As reported by the Senate Budget and Appropriations Committee on January 6, 2022, with amendments.



(Sponsorship Updated As Of: 1/10/2022)

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) ⁴**[It is hereby declared as the public policy of**
12 **this State]** The Legislature finds and declares⁴ that the public interest
13 is best served in the prompt settlement of labor disputes and in
14 achieving cost effective and creative solutions to ensure the efficient
15 delivery of public services and that policy is best achieved by
16 entrusting democratically elected government officials with broad
17 authority to negotiate over the terms of employment of their
18 employees⁴**;** that the constitutional mandate that public employees
19 have the right to organize and present grievances to their employers
20 will be promoted by the establishment of an system of collective
21 negotiations between public employers and the representatives of
22 public employees that includes all matters that intimately and directly
23 affect employee work and welfare, unless a negotiated agreement
24 would prevent government from carrying out its statutory mission; and
25 that when public employers and employee representatives agree upon
26 subjects of collective negotiations, it is in the public interest that those
27 agreements are enforceable by both public employee organizations and
28 public employers and that the parties to a collective negotiations
29 agreement respect and abide by their mutual promises and
30 agreements]⁴.

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
36 before the ¹**[legislature]** Legislature¹ 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 ³**[public service]** State³, 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:

¹Senate SLA committee amendments adopted June 10, 2021.

²Senate floor amendments adopted June 21, 2021.

³Senate floor amendments adopted December 20, 2021.

⁴Senate SBA committee amendments adopted January 6, 2022.

1 authority of the Commissioner of Education or the State Board of
 2 Education⁴³, 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 Technology³]⁴.

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
 17 P.L. , c. (C.)(pending before the Legislature as this bill), the term
 18 “employee” also includes firefighting employees of public fire
 19 departments or employees engaged in performing police services for
 20 public police departments as those terms are defined by section 2 of
 21 P.L.1977, c.85 (C.34:13A-15)¹.

22 d. ²“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.]² The terms “employee organization” and “majority
 38 representative”, unless otherwise specified, ³[means] mean³ the
 39 “exclusive majority representative” either certified by the commission
 40 or recognized by the public employer.

41
 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. ²[Mandatory] Permissive² subjects for collective negotiation
 46 ²[in public employment] ³[involving the several counties and
 47 municipalities, and any authorities, boards, commissions or other

1 instrumentalities of the several counties or municipalities,² shall
2 include ²all² terms and conditions of employment ²[of public
3 employees]² that are not ²otherwise mandatorily negotiable and that
4 intimately and directly affect employee work and welfare, unless those
5 subjects are² specifically exempted from collective negotiations by
6 State statute, ²or² unless a negotiated agreement would prevent
7 government from carrying out its statutory mission. ²Mandatory
8 subjects for collective negotiation involving public employers other
9 than the several counties and municipalities, and any authorities,
10 boards, commissions or other instrumentalities of the several counties
11 and municipalities, shall include terms and conditions of employment
12 that intimately and directly affect the work and welfare of public
13 employees and that are not specifically exempted from collective
14 negotiations by State statute, unless a negotiated agreement would
15 prevent government from carrying out its statutory mission.² Statutes
16 and administrative] shall include all terms and conditions of
17 employment that are not otherwise mandatorily negotiable and that
18 intimately and directly affect employee work and welfare, unless
19 otherwise preempted by State or federal statute, or unless a negotiated
20 agreement would prevent government from carrying out its statutory
21 mission.

22 b. Administrative³ regulations ³adopted after the effective date of
23 P.L. c. (C.)(pending before the Legislature as this bill)³ that set
24 terms and conditions of employment or that grant public employers
25 authority over terms and conditions of employment do not preempt
26 collective negotiations and do not supersede the provisions of any
27 negotiated agreement, except that terms and conditions of employment
28 set by statutes and regulations shall not be diminished by a negotiated
29 agreement.

30 ³[b.] c.³ ²Parties may ³[agree to]³ submit disputes about whether
31 a matter is within the scope of collective negotiations to the
32 commission, pursuant to the authority vested in it by subsection d. of
33 section 1 of P.L. 1974, c.123 (C.34:13A-5.4).

34 ³[c.²] d.³ Grievance ²[and disciplinary review]² procedures shall
35 provide for binding arbitration as ²[a] the means for resolving
36 disputes over the application, interpretation or violation of the terms of
37 a collective negotiations agreement entered into by the parties. ³[With
38 respect to the discipline of employees without statutory protection
39 under tenure or civil service laws, binding arbitration shall be the final
40 dispute resolution mechanism of any dispute regarding whether there
41 is just cause for a disciplinary dispute, including, but not limited to,
42 reprimands, withholding of increments, termination or non-renewal of
43 an employment contract, expiration or lapse of an employment
44 contract or term, or lack of continuation of employment, irrespective
45 of the reason for the employer's action or failure to act. In arbitration,
46 the burden of proof shall be on the employer. Parties may negotiate

1 alternative disciplinary review procedures that may provide for
2 binding arbitration as the² means for resolving disputes involving
3 ²[mandatory subjects for collective negotiations] discipline of
4 employees with statutory protection under tenure or civil service laws.
5 For any collective negotiations agreement in effect on the effective
6 date of P.L. , c. (C.)(pending before the Legislature as this bill),
7 subsection c. of this section, shall become effective upon the
8 expiration of that collective negotiations agreement².

9 ²[c.] d.²] e. Where an employer and a majority representative
10 agree to disciplinary review procedures that provide for binding
11 arbitration of disputes involving employees who are covered by
12 alternate statutory review procedures, other than public employees
13 subject to discipline pursuant to R.S.53:1-10, the disciplinary review
14 procedures established by agreement between an employer and a
15 majority representative shall be utilized for any dispute covered by the
16 terms of such agreement.

17 f.³ Notwithstanding the expiration of a collective negotiations
18 agreement, an impasse in negotiations, an exhaustion of the
19 commission's impasse procedures, or the utilization or completion of
20 the procedures required by ³[of]³ P.L. , c. (C.)(pending
21 before the Legislature as this bill) to resolve disputes involving
22 collective negotiations, and notwithstanding any law or regulation to
23 the contrary, no public employer, its representatives, or its agents shall
24 unilaterally impose, modify, amend, delete^{3, 3} or alter any ³mandatorily
25 negotiable³ terms and conditions of employment as set forth in the
26 expired or expiring collective negotiations agreement, or unilaterally
27 impose, modify, amend, delete, or alter any other ³mandatorily³
28 negotiable terms and conditions of employment ³that are not set forth
29 in a collective negotiations agreement³, without the specific written
30 agreement of the majority representative. Following contract
31 expiration, and notwithstanding any law or regulation to the contrary,
32 absent express language in a collective negotiations agreement
33 providing that a specific term of the agreement will not continue after
34 the expiration of the collective negotiations agreement, all terms and
35 conditions of the agreement, including, but not limited to the payment
36 of salary increments, shall remain in effect following the agreement's
37 expiration until the parties reach agreement on a successor collective
38 negotiations agreement.¹

39 ³[²e.] g.³ Notwithstanding any provision of this section, the
40 Legislature retains the right to exempt from collective negotiations
41 subjects that would otherwise be mandatory subjects of negotiations.

42 ³[f.] g.³ Notwithstanding any provision of this section, the
43 resolution of disputes concerning negotiations over terms and
44 conditions of employment shall not be subject to compulsory interest
45 arbitration as set forth in P.L. 1995, c. 425 (C.34:13A-14a et seq.).²

1 ³i. The parties to collective negotiations may not insist on
2 negotiating over permissive subjects of negotiations. A party's
3 decision to not negotiate or to cease negotiating over a permissive
4 subject of negotiations is not a violation of subsection a. or b. of
5 section 1 of P.L.1974, c.123 (C.34:13A-5.4).

6 j. The commission shall promulgate regulations to enforce the
7 provisions of this section.³

8
9 ¹5. (New section) The communications between ³a representative
10 of³ a majority representative of employees and ³[its] a³ unit
11 ³[members] member³ regarding ³[collective negotiations, the
12 administration of collective negotiations agreements, the investigation
13 of grievances, other workplace related complaints and issues, or any
14 other matters that are within the scope of a majority representative's
15 duty of fair representation, and internal union matters involving the
16 governance or business of the union, shall be treated as confidential
17 communications and shall not be subject to disclosure under the
18 discovery rules of New Jersey administrative agencies, including, but
19 not limited to the Office of Administrative Law and the Commission,
20 or pursuant to section 17 of P.L.2003, c.95 (C.2A:23B-17), and other
21 applicable state laws authorizing arbitrators, presiding at labor
22 arbitrations, to issue subpoenas] the investigation and preparation for
23 meetings and hearings of grievances and disciplinary disputes, shall be
24 treated as confidential communications and shall not be subject to
25 disclosure under the discovery rules of New Jersey administrative
26 agencies, including, but not limited to the Office of Administrative
27 Law and the commission, or pursuant to section 17 of P.L.2003, c.95
28 (C.2A:23B-17), and other applicable State laws authorizing arbitrators,
29 presiding at labor arbitrations, to issue subpoenas. This section does
30 not apply to the New Jersey Court Rules or to records that are required
31 by statute, case law, or the New Jersey Court Rules to be made
32 available to the public by entities provided for in Article VI of the
33 New Jersey Constitution^{3, 1}.

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

1 ¹**[5.] 7.**¹ (New section) Only the parties to a collective
 2 negotiations agreement shall have the authority to invoke the
 3 arbitration procedures of the agreement and the public employer
 4 and the employee organization shall be the only parties to the
 5 arbitration proceeding invoked pursuant to the collective
 6 negotiations agreement.

7
 8 ¹**[6.] 8.**¹ (New section) ³**[An authorization card]** Authorization
 9 cards³ or ³**[petition]** showings of interest³ submitted to the
 10 ³**[Commission]** commission³ for purposes of conducting an election
 11 to select a majority representative or certifying an employee
 12 organization as the exclusive majority representative based on a
 13 majority of employees in the unit signing authorization cards or a
 14 petition, may bear the electronic signature of the employee, as the term
 15 electronic signature is defined in section 2 of P.L. 2001, c. 116³**[.]**³
 16 (C.12A:12-2) ³, provided that the petitioner provides to the
 17 commission verification as to the authenticity of the electronic
 18 signature, such as an email from the employee signatory confirming
 19 the authenticity of their signature or such other verification deemed
 20 acceptable by the commission. Facsimile transmissions and email will
 21 be accepted in lieu of originals for authorization cards and showings of
 22 interest in certification cases; however, all original filings and
 23 submissions shall be retained by the petitioner and the originals shall
 24 be produced upon request of the commission³.

25
 26 ¹**[7.** (New section) Notwithstanding any provisions of the
 27 “New Jersey Employer-Employee Relations Act,” P.L.1941, c.100
 28 (C.34:13A-1 et seq.), or any other law to the contrary:

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

41 b. Grievance and disciplinary review procedures shall provide
 42 for binding arbitration as a means for resolving disputes involving
 43 mandatory subjects for collective negotiations.

44 c. Notwithstanding the expiration of a collective negotiations
 45 agreement, an impasse in negotiations, an exhaustion of the
 46 Commission’s impasse procedures, or the utilization or completion
 47 of the procedures required by of P.L. , c. (C.)(now

1 pending before the legislature as this bill) to resolve disputes
2 involving collective negotiations, and notwithstanding any law or
3 regulation to the contrary, no public employer, its representatives,
4 or its agents shall unilaterally impose, modify, amend, delete or
5 alter any terms and conditions of employment as set forth in the
6 expired or expiring collective negotiations agreement, or
7 unilaterally impose, modify, amend, delete, or alter any other
8 negotiable terms and conditions of employment, without the
9 specific written agreement of the majority representative.
10 Following contract expiration, and notwithstanding any law or
11 regulation to the contrary, absent express language in a collective
12 negotiations agreement providing that a specific term of the
13 agreement will not continue after the expiration of the collective
14 negotiations agreement, all terms and conditions of the agreement,
15 including, but not limited to the payment of salary increments, shall
16 remain in effect following the agreement's expiration until the
17 parties reach agreement on a successor collective negotiations
18 agreement.】¹

19

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

34

35 9. (New section) Complaints issued based on a violation of
36 paragraph (3) of subsection (a) of section 1 of P.L.1974, c.123
37 (C.34:13A-5.4) shall be scheduled for hearing within ³【60 to 90】 120³
38 calendar days from date of complaint issuance, unless the parties agree
39 to extend the time for complaint issuance. Within 60 calendar days of
40 the filing of an unfair practice charge alleging the violation the
41 commission shall decide whether or not to issue a complaint. The
42 commission shall promulgate rules to provide for discovery prior to
43 the commencement of a hearing.

44

45 ³10. Section 1 of P.L.1974, c.123 (C.34:13A-5.4) shall be
46 amended as follows:

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

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

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

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

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

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

17 (6) Refusing to reduce a negotiated agreement to writing and to
18 sign such agreement.

19 (7) Violating any of the rules and regulations established by the
20 commission.

21 b. Employee organizations, their representatives or agents are
22 prohibited from:

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

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

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

32 (4) Refusing to reduce a negotiated agreement to writing and to
33 sign such agreement.

34 (5) Violating any of the rules and regulations established by the
35 commission.

36 c. The commission shall have exclusive power as hereinafter
37 provided to prevent anyone from engaging in any unfair practice listed
38 in subsections a. and b. above. Whenever it is charged that anyone has
39 engaged or is engaging in any such unfair practice, the commission, or
40 any designated agent thereof, shall have authority to issue and cause to
41 be served upon such party a complaint stating the specific unfair
42 practice charged and including a notice of hearing containing the date
43 and place of hearing before the commission or any designated agent
44 thereof; provided that no complaint shall issue based upon any unfair
45 practice occurring more than 6 months prior to the filing of the charge
46 unless the person aggrieved thereby was prevented from filing such
47 charge in which event the 6-month period shall be computed from the
48 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.³

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

10
11 ³**[10.] 11.**³ 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 ³**[11.] 12.**³ 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 authorization³ [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 time³.

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]**. ³**[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.]³ 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

39 ⁴13. (New section) The provisions of sections 4 and 5 of P.L. _____,
 40 c. _____ (C. _____)(pending before the Legislature as this bill), and of
 41 subsection c. of section 5 of P.L.2018, c.15 (C.34:13A-5.15) shall not
 42 apply to:

43 a. the several counties and municipalities;

44 b. authorities, commissions, boards or other instrumentalities of
 45 the several counties and municipalities;

46 c. State colleges and universities, including Kean University,
 47 Montclair State University, and Rowan University;

- 1 d. county colleges;
2 e. Rutgers, the State University of New Jersey; or
3 f. the New Jersey Institute of Technology.⁴
4
5 ³[12.] ⁴[13.³] 14.⁴ This act shall take effect immediately³;
6 provided, however, that subsection a., and subsections c. through i., of
7 section 4 of P.L. c. (C.)(pending before the Legislature as this
8 bill) shall be applicable upon the expiration of any binding collective
9 negotiations agreements or contracts of employment in force on the
10 date of enactment³.