

**MEMORANDUM OF AGREEMENT RESOLVING IMPACT NEGOTIATIONS ISSUES**

WHEREAS, Union County College (the "College") and the Union County College of the AAUP (the "Chapter") are parties to a Collective Negotiations Agreement that expired on August 31, 2018 (the "Agreement"), but most of the terms of the Agreement remain in effect in accordance with New Jersey law, while the College and the Chapter (collectively the "parties") negotiate over the terms of a successor agreement, and

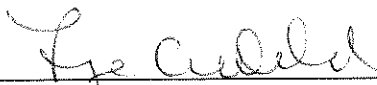
WHEREAS, the New Jersey Workplace Democracy Enhancement Act (the "Act"), signed into law on May 18, 2018, affects the terms and conditions of public employees in the State of New Jersey, and;

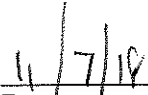
WHEREAS, the United States Supreme Court's decision in *Janus v. AFSCME Council 31*, decided on June 27, 2018 ("*Janus*"), also affects terms and conditions of employment of public employees in the State of New Jersey, and the relationship of such employees to the negotiations units of which they are a part, and;


WHEREAS, the Act and *Janus*, require that certain changes be made to the Agreement, separate and apart from any modifications that may be negotiated in connection with negotiations for a successor agreement;

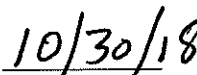
THEREFORE, as the culmination of their Impact Negotiations the parties agree as follows:

1. While the modifications of the Agreement as detailed in this Memorandum of Agreement ("MOA") will take effect upon ratification of the MOA by both parties, nothing in the MOA shall be construed as limiting the right of either party to propose any further legally permissible additions, deletions, or modifications of the Agreement in connection with their ongoing negotiations for a successor agreement.
2. Articles III, IV and VII of the parties' Agreement shall be modified as indicated in the document attached hereto as Exhibit A.

  
\_\_\_\_\_  
For the College

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the Chapter

  
\_\_\_\_\_  
Date

# EXHIBIT A

## ARTICLE III

### III. CHAPTER MEMBERSHIP

A. The College and Chapter acknowledge that faculty have, and are protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Chapter or to refrain from any such activity.

~~B. Any faculty member who does not join the Chapter shall be required to pay the majority representative a representation fee in lieu of dues.~~

## ARTICLE IV

### IV. DUES AND REPRESENTATION FEES

#### A. DUES DEDUCTION

1. The College agrees to deduct Chapter dues from the salaries of employees who submit to the College a signed and dated authorization statement requesting and authorizing the deduction. **Such authorization may be submitted to the College by electronic communication which may be evidenced by the electronic signature of the employee.**

2. The dues shall be in the semi-monthly amount certified by the Chapter for current membership dues or such amount as may be certified for dues in each subsequent year. Any change in the amount of dues shall be certified to the College by the Chapter at least thirty (30) days prior to the requested date of such change.

3.

a. An employee may terminate his or her authorization by providing written notice to the College during the ten (10) day period following each anniversary date of their employment. ~~effective January 1 or July 2 of any year, but only by prior written notice from the employee to the College.~~ **Within five (5) days of receipt of notice from an employee of revocation of authorization for the payroll deduction of dues, the College shall provide notice to the Chapter of an employee's revocation of such authorization. An employee's notice of revocation of authorization for payroll deductions shall be effective on the 30<sup>th</sup> day after the anniversary date of employment.**

b. An employee hired prior to June 27, 2018, may, in addition to revoking their authorization for payroll deductions pursuant to the provisions of Article IV.3.a, revoke their authorization, effective January 1 or July 2 of any year, by prior written notice to the College. In such cases the College will provide notice of such revocation to the Chapter within five (5) days of receipt of notice from an employee.

4. An employee authorizing dues deduction waives all rights and claims for money so deducted and releases the College and its officers and agents from any liability therefore.

5. Dues deductions will be made beginning the first pay period following receipt of the written authorization.

6. Any unit member who does not wish to become a member of the Chapter shall not be required to become a member.

## B. REPRESENTATION FEE

~~1. Subject to the provisions of applicable laws and regulations and the conditions set forth below, during the term of this contract the Chapter shall be entitled to a representation fee equal to no more than 85 percent of regular Chapter dues by payroll deduction from the salaries of members of the unit who are not members of the Chapter; provided, however, that membership in the Chapter is available to all employees in the unit on an equal basis and that the representation fee in lieu of dues shall be available only so long as the Chapter remains majority representative of the employees in the unit and maintains a demand and return system which complies with the provisions of applicable laws and regulations.~~

~~2. The Chapter shall certify to the College that the amount of such representation fee in lieu of dues was determined in accordance with applicable law. In no event shall such fee exceed 85 percent of the Chapter's regular membership dues. Such deductions shall be made in the semi-monthly amounts certified to the College by the Chapter.~~

~~3. In no case sooner than the thirtieth (30) day following the beginning of an employee's employment in a position included in the bargaining unit, and the tenth (10) day following reentry into the bargaining unit for employees who previously served in a position included in the bargaining unit who continued in the employ of the public employer in an excluded position and individuals being reemployed in such unit from a reemployment list, shall payment of the representation fee in lieu of dues be made to the majority representative.~~

## BG. TRANSMITTAL OF DUES AND INFORMATION

1. The College shall transmit to the Treasurer of the Chapter:

a. A check for the total amount deducted and

b. A statement setting forth the names of the unit members for whom dues ~~or representation fees~~ were deducted.

c. The College shall provide, within sixty (60) working days following the beginning of each semester, ~~and the first summer session,~~ a list of all full-time faculty and full-time professional library staff members, both tenure and non-tenure track, who **are part of the Chapter's negotiations unit.** ~~have been employed by the College subsequent to the previous semester.~~ In addition to the names of such employees the College shall provide their date of employment, salaries, and rank, **Division to which assigned, home address, work, home and personal cellular telephone numbers, and work and home email addresses currently on file with the College.** Such information shall be provided for newly hired members of the negotiations unit within ten (10) calendar days of their date of hire. **All information required to be submitted to the Chapter pursuant to this subsection shall be transmitted in an Excel file in accordance with the Workplace Democracy Enhancement Act and its accompanying regulations.** .

d. The College will provide all newly hired full-time faculty members with a dues authorization form and a copy of this Agreement. The dues authorization form will include instructions to indicate it should be returned to the Chapter treasurer.

e. The College shall notify the Chapter, in writing, of the termination of employment or the change in status of any member of the ~~bargaining~~ **negotiations** unit within thirty (30) days after Board action.

2. The check and statement shall be mailed by the tenth (10th) working day following the pay period in which the deduction was made.

#### D. CHAPTER OBLIGATIONS

1. The provisions of this Article are conditioned upon the Chapter's compliance with all requirements set forth by statute.

2. The Chapter hereby agrees to indemnify and save the Board harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article, or in reliance upon any notice furnished under any provision of this Article.

## ARTICLE VII

### VII. CHAPTER RIGHTS

A. The Chapter shall have the right to conduct official business at the College, provided that this business does not interfere with normal operations of the College.

B. Faculty Committees and the Chapter shall have the right to use one (1) separate office in a College building. The Board shall provide appropriate furnishings and a telephone with its own number or extension number for this office. The Chapter shall reimburse the Board for use of the telephone for Chapter business.

C. The Chapter shall have the right to use College buildings at all reasonable hours for meetings and other official business, provided that the policies of the Board pertaining to the use of buildings and applying to all officially recognized organizations are followed in accordance with the Workplace Democracy Enhancement Act and its accompanying regulations. ~~Meetings shall be defined as including, but shall not be limited to: meetings with employees to investigate and discuss grievances, workplace complaints and other workplace issues; worksite meetings to discuss workplace issues, collective negotiations, the administration of the Agreement, other matters related to its duties as exclusive representative of members of its negotiations unit, and internal Chapter matters involving the governance or business of the Chapter; meetings with newly hired members of the unit.~~

D. The Chapter shall have the right to use facilities, equipment, and services if available at the College, including audio-visual, duplicating, computing equipment, food services, and other services. The Chapter shall pay for this use at cost to the Board. **The Chapter shall have the right to use the College's email systems to communicate with members of its negotiations unit** in accordance with the Workplace Democracy Enhancement Act and its accompanying regulations. ~~regarding collective negotiations, the administration of the Agreement, the investigation of grievances, other workplace related complaints and issues, and internal Chapter matters involving the governance or business of the Chapter. Such communications shall be treated as confidential, and will only be accessed by the College when such access is mandated as a result of legal process.~~

E. The Chapter shall have the right to use existing designated bulletin boards for the publication of official notices.