

§§1-9  
C.34:13A-56 to  
34:13A-64  
§13  
C.34:13A-60.1  
§14  
Note to  
C.34:13A-59

**CORRECTED COPY**  
P.L. 2021, CHAPTER 411, *approved January 18, 2022*  
Senate, No. 3810 (*Fourth Reprint*)

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) <sup>4</sup>**It is hereby declared as the public policy of this**  
12       **State** The Legislature finds and declares<sup>4</sup> that the public interest is best  
13       served in the prompt settlement of labor disputes and in achieving cost  
14       effective and creative solutions to ensure the efficient delivery of public  
15       services and that policy is best achieved by entrusting democratically  
16       elected government officials with broad authority to negotiate over the  
17       terms of employment of their employees<sup>4</sup>; that the constitutional  
18       mandate that public employees have the right to organize and present  
19       grievances to their employers will be promoted by the establishment of  
20       an system of collective negotiations between public employers and the  
21       representatives of public employees that includes all matters that  
22       intimately and directly affect employee work and welfare, unless a  
23       negotiated agreement would prevent government from carrying out its  
24       statutory mission; and that when public employers and employee  
25       representatives agree upon subjects of collective negotiations, it is in the  
26       public interest that those agreements are enforceable by both public  
27       employee organizations and public employers and that the parties to a  
28       collective negotiations agreement respect and abide by their mutual  
29       promises and agreements<sup>4</sup>.  
30  
31       3. (New section) Notwithstanding any provisions of the “New  
32       Jersey Employer-Employee Relations Act,” P.L.1941, c.100  
33       (C.34:13A-1 et seq.), or any other law to the contrary, as used in sections

**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:  
<sup>1</sup>Senate SLA committee amendments adopted June 10, 2021.  
<sup>2</sup>Senate floor amendments adopted June 21, 2021.  
<sup>3</sup>Senate floor amendments adopted December 20, 2021.  
<sup>4</sup>Senate SBA committee amendments adopted January 6, 2022.

1 1 through 9 of P.L. , c. (C. ) (<sup>1</sup>**now**)<sup>1</sup> pending before the  
2 <sup>1</sup>**legislature** Legislature<sup>1</sup> as this bill):

3 a. The term “commission” means the New Jersey Public  
4 Employment Relations Commission.

5 b. The term “employer” means the State of New Jersey, or the  
6 several counties and municipalities thereof, or any other political  
7 subdivision of the State, or any special district, or any county college,  
8 or any authority, commission or board, or any branch or agency of the  
9 <sup>3</sup>**public service** State<sup>3</sup>, except that the term does not include any local  
10 or regional school district, or board or commission under the authority  
11 of the Commissioner of Education or the State Board of Education<sup>4</sup><sup>3</sup>,  
12 and except that for purposes of sections 4, 5, and 11 of P.L. , c. (C.  
13 )(pending before the Legislature as this bill), the term “employer” does  
14 not include:

15 (1) the several counties and municipalities;

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

18 (3) State colleges and universities;

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

20 (5) the New Jersey Institute of Technology<sup>3</sup>]<sup>4</sup>.

21 c. The term “employee” means an employee of an employer as  
22 defined by subparagraph b above, but does not include firefighting  
23 employees of public fire departments or employees engaged in  
24 performing police services for public police departments as those terms  
25 are defined by section 2 of P.L.1977, c.85 (C.34:13A-15)<sup>1</sup>, except that,  
26 for the purposes of sections 6 through 9 of P.L. , c. (C. ) (pending  
27 before the Legislature as this bill), the term “employee” also includes  
28 firefighting employees of public fire departments or employees engaged  
29 in performing police services for public police departments as those  
30 terms are defined by section 2 of P.L.1977, c.85 (C.34:13A-15)<sup>1</sup>.

31 d. <sup>2</sup>**“Terms and conditions of employment”** are all matters that  
32 intimately and directly affect the work and welfare of public employees.  
33 Examples of terms and conditions of employment include, but are not  
34 limited to: compensation; hours and schedules of work; fringe benefits;  
35 layoffs; subcontracting and privatization; criteria and procedures for  
36 promotions, performance evaluations and hiring; transfers of  
37 employees; assignments and reassignments of employees; transfer of  
38 negotiations unit work; and job security, discipline disputes and  
39 disciplinary review procedures.

40 e. “Disciplinary review procedures” are procedures to review all  
41 forms of discipline, including but not limited to, oral and written  
42 reprimands, written warnings, suspensions with and without pay, fines,  
43 terminations, non-renewals, non-reappointments, demotions,  
44 disciplinary transfers and all other adverse personnel actions based on  
45 employee performance or conduct.

46 f.]<sup>2</sup> The terms “employee organization” and “majority  
47 representative”, unless otherwise specified, <sup>3</sup>**means** mean<sup>3</sup> the

1 “exclusive majority representative” either certified by the commission  
2 or recognized by the public employer.

3  
4 <sup>1</sup>4. (New section) Notwithstanding any provisions of the “New  
5 Jersey Employer-Employee Relations Act,” P.L.1941, c.100  
6 (C.34:13A-1 et seq.), or any other law to the contrary:

7 a. <sup>2</sup>~~【Mandatory】~~ <sup>2</sup>Permissive<sup>2</sup> subjects for collective negotiation  
8 <sup>2</sup>~~【in public employment】~~ <sup>3</sup>~~【involving the several counties and~~  
9 ~~municipalities, and any authorities, boards, commissions or other~~  
10 ~~instrumentalities of the several counties or municipalities,~~<sup>2</sup> shall include  
11 <sup>2</sup>~~all~~<sup>2</sup> terms and conditions of employment <sup>2</sup>~~【of public employees】~~<sup>2</sup> that  
12 are not <sup>2</sup>otherwise mandatorily negotiable and that intimately and  
13 directly affect employee work and welfare, unless those subjects are<sup>2</sup>  
14 specifically exempted from collective negotiations by State statute, <sup>2</sup>or<sup>2</sup>  
15 unless a negotiated agreement would prevent government from carrying  
16 out its statutory mission. <sup>2</sup>Mandatory subjects for collective negotiation  
17 involving public employers other than the several counties and  
18 municipalities, and any authorities, boards, commissions or other  
19 instrumentalities of the several counties and municipalities, shall  
20 include terms and conditions of employment that intimately and directly  
21 affect the work and welfare of public employees and that are not  
22 specifically exempted from collective negotiations by State statute,  
23 unless a negotiated agreement would prevent government from carrying  
24 out its statutory mission.<sup>2</sup> ~~Statutes and administrative】~~ shall include all  
25 terms and conditions of employment that are not otherwise mandatorily  
26 negotiable and that intimately and directly affect employee work and  
27 welfare, unless otherwise preempted by State or federal statute, or  
28 unless a negotiated agreement would prevent government from carrying  
29 out its statutory mission.

30 b. Administrative<sup>3</sup> regulations <sup>3</sup>adopted after the effective date of  
31 P.L. c. (C. )(pending before the Legislature as this bill)<sup>3</sup> that set  
32 terms and conditions of employment or that grant public employers  
33 authority over terms and conditions of employment do not preempt  
34 collective negotiations and do not supersede the provisions of any  
35 negotiated agreement, except that terms and conditions of employment  
36 set by statutes and regulations shall not be diminished by a negotiated  
37 agreement.

38 <sup>3</sup>~~【b.】~~ c. <sup>3</sup><sup>2</sup>Parties may <sup>3</sup>~~【agree to】~~<sup>3</sup> submit disputes about whether  
39 a matter is within the scope of collective negotiations to the commission,  
40 pursuant to the authority vested in it by subsection d. of section 1 of P.L.  
41 1974, c.123 (C.34:13A-5.4).

42 <sup>3</sup>~~【c.】~~ d. <sup>3</sup>Grievance <sup>2</sup>~~【and disciplinary review】~~<sup>2</sup> procedures shall  
43 provide for binding arbitration as <sup>2</sup>~~【a】~~ the means for resolving disputes  
44 over the application, interpretation or violation of the terms of a  
45 collective negotiations agreement entered into by the parties. <sup>3</sup>~~【With~~  
46 ~~respect to the discipline of employees without statutory protection under~~

1 tenure or civil service laws, binding arbitration shall be the final dispute  
2 resolution mechanism of any dispute regarding whether there is just  
3 cause for a disciplinary dispute, including, but not limited to,  
4 reprimands, withholding of increments, termination or non-renewal of  
5 an employment contract, expiration or lapse of an employment contract  
6 or term, or lack of continuation of employment, irrespective of the  
7 reason for the employer's action or failure to act. In arbitration, the  
8 burden of proof shall be on the employer. Parties may negotiate  
9 alternative disciplinary review procedures that may provide for binding  
10 arbitration as the<sup>2</sup> means for resolving disputes involving <sup>2</sup>[mandatory  
11 subjects for collective negotiations] discipline of employees with  
12 statutory protection under tenure or civil service laws. For any  
13 collective negotiations agreement in effect on the effective date of P.L.  
14 , c. (C. )(pending before the Legislature as this bill), subsection c. of  
15 this section, shall become effective upon the expiration of that collective  
16 negotiations agreement<sup>2</sup>.

17 <sup>2</sup>**[c.] d.<sup>2</sup>** e. Where an employer and a majority representative agree  
18 to disciplinary review procedures that provide for binding arbitration of  
19 disputes involving employees who are covered by alternate statutory  
20 review procedures, other than public employees subject to discipline  
21 pursuant to R.S.53:1-10, the disciplinary review procedures established  
22 by agreement between an employer and a majority representative shall  
23 be utilized for any dispute covered by the terms of such agreement.

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

<sup>3</sup>~~2.e.~~ <sup>3</sup>g. <sup>3</sup>Notwithstanding any provision of this section, the Legislature retains the right to exempt from collective negotiations subjects that would otherwise be mandatory subjects of negotiations.

<sup>3</sup>~~f.~~ <sup>3</sup>h. <sup>3</sup>Notwithstanding any provision of this section, the resolution of disputes concerning negotiations over terms and conditions of employment shall not be subject to compulsory interest arbitration as set forth in P.L. 1995, c. 425 (C.34:13A-14a et seq.).<sup>2</sup>

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

j. The commission shall promulgate regulations to enforce the provisions of this section.<sup>3</sup>

<sup>1</sup>5. (New section) The communications between <sup>3</sup>a representative of<sup>3</sup> a majority representative of employees and <sup>3</sup>~~its~~ <sup>3</sup>a<sup>3</sup> unit <sup>3</sup>~~members~~ <sup>3</sup>member<sup>3</sup> regarding <sup>3</sup>~~collective negotiations, the~~ administration of collective negotiations agreements, the investigation of grievances, other workplace related complaints and issues, or any other matters that are within the scope of a majority representative's duty of fair representation, and internal union matters involving the governance or business of the union, shall be treated as confidential communications and shall not be subject to disclosure under the discovery rules of New Jersey administrative agencies, including, but not limited to the Office of Administrative Law and the Commission, or pursuant to section 17 of P.L.2003, c.95 (C.2A:23B-17), and other applicable state laws authorizing arbitrators, presiding at labor arbitrations, to issue subpoenas<sup>3</sup> the investigation and preparation for meetings and hearings of grievances and disciplinary disputes, shall be treated as confidential communications and shall not be subject to disclosure under the discovery rules of New Jersey administrative agencies, including, but not limited to the Office of Administrative Law and the commission, or pursuant to section 17 of P.L.2003, c.95 (C.2A:23B-17), and other applicable State laws authorizing arbitrators, presiding at labor arbitrations, to issue subpoenas. This section does not apply to the New Jersey Court Rules or to records that are required by statute, case law, or the New Jersey Court Rules to be made available to the public by entities provided for in Article VI of the New Jersey Constitution<sup>3</sup>.<sup>1</sup>

<sup>1</sup>~~4.~~ <sup>1</sup>6.<sup>1</sup> (New section) Notwithstanding any provisions of the "New Jersey Employer-Employee Relations Act," P.L.1941, c.100 (C.34:13A-1 et seq.), or any other law to the contrary, if an employee who does not pay dues to a majority representative requests that the majority representative represent the employee in arbitration

1 proceedings to enforce the terms of the collective negotiations  
 2 agreement between the majority representative and the public  
 3 employer, including arbitration proceedings involving the resolution  
 4 of disciplinary disputes, the majority representative may charge an  
 5 employee for the cost of representing the employee in the arbitration  
 6 proceedings, and may decline to represent an employee in the  
 7 arbitration unless the employee agrees to pay for the cost of the  
 8 representation.

9  
 10 <sup>1</sup>**[5.] 7.**<sup>1</sup> (New section) Only the parties to a collective  
 11 negotiations agreement shall have the authority to invoke the  
 12 arbitration procedures of the agreement and the public employer and  
 13 the employee organization shall be the only parties to the arbitration  
 14 proceeding invoked pursuant to the collective negotiations  
 15 agreement.

16  
 17 <sup>1</sup>**[6.] 8.**<sup>1</sup> (New section) <sup>3</sup>**[An authorization card]** Authorization  
 18 cards<sup>3</sup> or <sup>3</sup>**[petition]** showings of interest<sup>3</sup> submitted to the  
 19 <sup>3</sup>**[Commission]** commission<sup>3</sup> for purposes of conducting an election to  
 20 select a majority representative or certifying an employee organization  
 21 as the exclusive majority representative based on a majority of  
 22 employees in the unit signing authorization cards or a petition, may bear  
 23 the electronic signature of the employee, as the term electronic signature  
 24 is defined in section 2 of P.L. 2001, c. 116<sup>3</sup>**[,]**<sup>3</sup> (C.12A:12-2) <sup>3</sup>,  
 25 provided that the petitioner provides to the commission verification as  
 26 to the authenticity of the electronic signature, such as an email from the  
 27 employee signatory confirming the authenticity of their signature or  
 28 such other verification deemed acceptable by the commission.  
 29 Facsimile transmissions and email will be accepted in lieu of originals  
 30 for authorization cards and showings of interest in certification cases;  
 31 however, all original filings and submissions shall be retained by the  
 32 petitioner and the originals shall be produced upon request of the  
 33 commission<sup>3</sup>.

34  
 35 <sup>1</sup>**[7.** (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:

38 a. Mandatory subjects for collective negotiation in public  
 39 employment shall include terms and conditions of employment of  
 40 public employees that are not specifically exempted from collective  
 41 negotiations by State statute, unless a negotiated agreement would  
 42 prevent government from carrying out its statutory mission. Statutes  
 43 and administrative regulations that set terms and conditions of  
 44 employment or that grant public employers authority over terms and  
 45 conditions of employment do not preempt collective negotiations and  
 46 do not supersede the provisions of any negotiated agreement, except

1 that terms and conditions of employment set by statutes and  
2 regulations shall not be diminished by a negotiated agreement.

3 b. Grievance and disciplinary review procedures shall provide  
4 for binding arbitration as a means for resolving disputes involving  
5 mandatory subjects for collective negotiations.

6 c. Notwithstanding the expiration of a collective negotiations  
7 agreement, an impasse in negotiations, an exhaustion of the  
8 Commission's impasse procedures, or the utilization or completion  
9 of the procedures required by of P.L. , c. (C. )(now pending  
10 before the legislature as this bill) to resolve disputes involving  
11 collective negotiations, and notwithstanding any law or regulation to  
12 the contrary, no public employer, its representatives, or its agents  
13 shall unilaterally impose, modify, amend, delete or alter any terms  
14 and conditions of employment as set forth in the expired or expiring  
15 collective negotiations agreement, or unilaterally impose, modify,  
16 amend, delete, or alter any other negotiable terms and conditions of  
17 employment, without the specific written agreement of the majority  
18 representative. Following contract expiration, and notwithstanding  
19 any law or regulation to the contrary, absent express language in a  
20 collective negotiations agreement providing that a specific term of  
21 the agreement will not continue after the expiration of the collective  
22 negotiations agreement, all terms and conditions of the agreement,  
23 including, but not limited to the payment of salary increments, shall  
24 remain in effect following the agreement's expiration until the parties  
25 reach agreement on a successor collective negotiations agreement. <sup>1</sup>

26

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

41

42 9. (New section) Complaints issued based on a violation of  
43 paragraph (3) of subsection (a) of section 1 of P.L.1974, c.123  
44 (C.34:13A-5.4) shall be scheduled for hearing within <sup>3</sup>[60 to 90] 120<sup>3</sup>  
45 calendar days from date of complaint issuance, unless the parties agree  
46 to extend the time for complaint issuance. Within 60 calendar days of  
47 the filing of an unfair practice charge alleging the violation the

1 commission shall decide whether or not to issue a complaint. The  
2 commission shall promulgate rules to provide for discovery prior to the  
3 commencement of a hearing.

4  
5 <sup>3</sup>10. Section 1 of P.L.1974, c.123 (C.34:13A-5.4) shall be amended  
6 as follows:

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

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

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

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

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

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

23 (6) Refusing to reduce a negotiated agreement to writing and to sign  
24 such agreement.

25 (7) Violating any of the rules and regulations established by the  
26 commission.

27 b. Employee organizations, their representatives or agents are  
28 prohibited from:

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

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

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

38 (4) Refusing to reduce a negotiated agreement to writing and to sign  
39 such agreement.

40 (5) Violating any of the rules and regulations established by the  
41 commission.

42 c. The commission shall have exclusive power as hereinafter  
43 provided to prevent anyone from engaging in any unfair practice listed  
44 in subsections a. and b. above. Whenever it is charged that anyone has  
45 engaged or is engaging in any such unfair practice, the commission, or  
46 any designated agent thereof, shall have authority to issue and cause to  
47 be served upon such party a complaint stating the specific unfair practice  
48 charged and including a notice of hearing containing the date and place

1 of hearing before the commission or any designated agent thereof;  
2 provided that no complaint shall issue based upon any unfair practice  
3 occurring more than 6 months prior to the filing of the charge unless the  
4 person aggrieved thereby was prevented from filing such charge in  
5 which event the 6-month period shall be computed from the day he was  
6 no longer so prevented.

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

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

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

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

41 g. The Director of the Division of Local Government Services in  
42 the Department of Community Affairs may notify the commission that  
43 a municipality deemed a "municipality in need of stabilization and  
44 recovery" pursuant to section 4 of P.L.2016, c.4 (C.52:27BBB-4) shall  
45 not be subject to the commission's authority to prevent an unfair practice  
46 pursuant to subsection a. of this section. Upon such notice, neither the  
47 commission, nor any designee, shall have the authority to issue or cause  
48 to be served upon such municipality in need of stabilization and

1 recovery any complaint alleging an unfair practice under subsection a.  
2 of this section or to hold any hearings with respect thereto. Nothing in  
3 this subsection shall be construed to limit the scope of any general or  
4 specific powers of the Local Finance Board or the Director set forth in  
5 P.L.2016, c.4 (C.52:27BBB-1 et al.).

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

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

15  
16 <sup>3</sup>[10.] 11.<sup>3</sup> Section 5 of P.L.2018, c.15 (C.34:13A-5.15) is  
17 amended to read as follows:

18 5. a. All regular full-time and part-time employees of the public  
19 employer who perform negotiations unit work shall be included in  
20 the negotiations unit represented by the exclusive representative  
21 employee organization.

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

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

45 d. Employees who are performing negotiations unit work and  
46 who are not included in a negotiations unit because they did not meet  
47 the threshold of hours or percent of time worked as set forth in a

1 certification of representative, recognition clause or other provision  
2 in a collective negotiations agreement, shall be included in the  
3 negotiations unit by operation of this act, within 90 calendar days  
4 from the effective date of this act.

5 **[d.] e.** The Public Employment Relations Commission shall  
6 promulgate rules to implement this section, including rules to resolve  
7 disputes over the inclusion of employees performing negotiations  
8 unit work in the appropriate negotiations unit. The rules promulgated  
9 by the commission shall provide for the resolution of disputes that  
10 arise under this section, within 60 calendar days from the submission  
11 of the dispute to the commission by either the exclusive  
12 representative employee organization or the public employer.  
13 (cf: P.L.2018, c.15, s.5)

14  
15 <sup>3</sup>**[11.] 12.**<sup>3</sup> Section 1 of P.L.1967, c.310 (C.52:14-15.9e) is  
16 amended to read as follows:

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

32 Employees who have authorized the payroll deduction of fees to  
33 employee organizations prior to the effective date of the "Workplace  
34 Democracy Enhancement Act", P.L. 2018, c.15 (C.34:13A-5.11 et  
35 seq.), may revoke such authorization<sup>3</sup>by providing written notice to  
36 their public employer consistent with the terms of the authorization by  
37 the employee to have any deductions made from the employee's  
38 compensation for the purpose of paying the employee's dues to a bona  
39 fide employee organization, as those terms are set forth on the writing  
40 signed by the employee authorizing the payroll deduction of dues,  
41 provided the writing was consistent with the law at the time the  
42 authorization was given. If the writing was not consistent with law, the  
43 revocation of authorization shall be effective on the dates provided by  
44 law at the time the authorization was given] in accordance with the law  
45 in effect at the time of their initial authorization of payroll deduction of  
46 fees or with the terms of that authorization as those terms are set forth

1 on the record bearing the employee's signature, provided the terms were  
2 consistent with the law in effect at the time<sup>3</sup>.

3 Employees who have authorized the payroll deduction of fees to  
4 employee organizations on or after the effective date of the "Workplace  
5 Democracy Enhancement Act", P.L. 2018, c.15 (C.34:13A-5.11 et  
6 seq.), may revoke such authorization by providing written notice to their  
7 public employer **【during the 10 days following each anniversary date of**  
8 **their employment】**. <sup>3</sup>**【Within five days of receipt of notice from an**  
9 **employee of revocation of authorization for the payroll deduction of**  
10 **fees, the public employer shall provide notice to the employee**  
11 **organization of an employee's revocation of such authorization.】**<sup>3</sup> An  
12 employee's notice of revocation of authorization for the payroll  
13 deduction of employee organization fees shall be effective on the 30th  
14 day after the anniversary date of employment.

15 Within five days of receipt of notice from an employee of revocation  
16 of authorization for the payroll deduction of fees, the public employer  
17 shall provide notice to the employee organization of an employee's  
18 revocation of such authorization.

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

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

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

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

42  
43 <sup>4</sup>13. (New section) The provisions of sections 4 and 5 of P.L. \_\_\_\_\_,  
44 c. \_\_\_\_\_ (C. \_\_\_\_\_)(pending before the Legislature as this bill), and of  
45 subsection c. of section 5 of P.L.2018, c.15 (C.34:13A-5.15) shall not  
46 apply to:

47 a. the several counties and municipalities;

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

3        c. State colleges and universities, including Kean University,  
4 Montclair State University, and Rowan University;

5        d. county colleges;

6        e. Rutgers, the State University of New Jersey; or

7        f. the New Jersey Institute of Technology.<sup>4</sup>  
8

9        <sup>3</sup>~~12.~~ <sup>4</sup>~~13.~~<sup>3</sup> ~~14.~~<sup>4</sup> This act shall take effect immediately<sup>3</sup>;  
10 provided, however, that subsection a., and subsections c. through i., of  
11 section 4 of P.L. c. (C. )(pending before the Legislature as this bill)  
12 shall be applicable upon the expiration of any binding collective  
13 negotiations agreements or contracts of employment in force on the date  
14 of enactment<sup>3</sup>.  
15  
16  
17  
18

19        \_\_\_\_\_  
“Responsible Collective Negotiations Act.”