

[Third Reprint]

**SENATE, No. 3810**

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**STATE OF NEW JERSEY**  
**219th LEGISLATURE**

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INTRODUCED MAY 20, 2021

**Sponsored by:**

**Senator STEPHEN M. SWEENEY**

**District 3 (Cumberland, Gloucester and Salem)**

**Senator DAWN MARIE ADDIEGO**

**District 8 (Atlantic, Burlington and Camden)**

**Senator LINDA R. GREENSTEIN**

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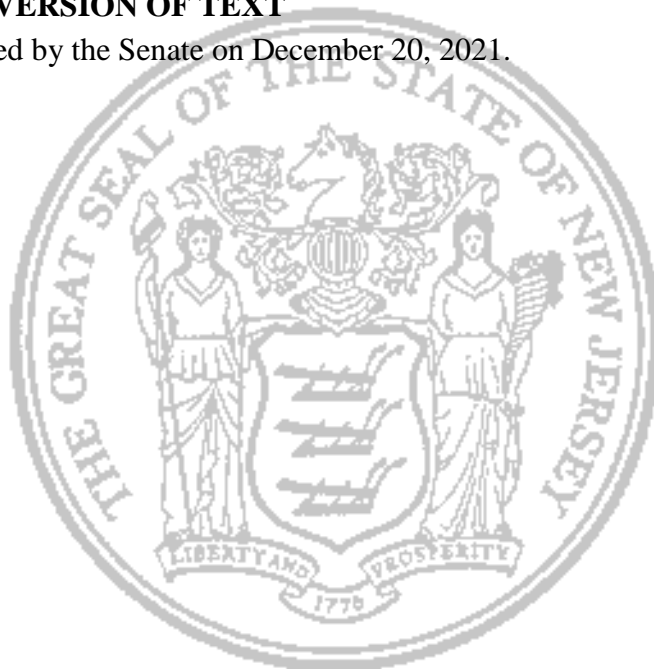
**Senators Rice, Pou, Turner, Gill, Diegnan and Cunningham**

**SYNOPSIS**

“Responsible Collective Negotiations Act.”

**CURRENT VERSION OF TEXT**

As amended by the Senate on December 20, 2021.



**(Sponsorship Updated As Of: 12/2/2021)**

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. ) (<sup>1</sup>**now**)<sup>1</sup> pending  
36 before the <sup>1</sup>**legislature** Legislature<sup>1</sup> 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 <sup>3</sup>**public service** State<sup>3</sup>, except that the term does not include any  
44 local or regional school district, or board or commission under the  
45 authority of the Commissioner of Education or the State Board of

**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.

1 Education<sup>3</sup>, and except that for purposes of sections 4, 5, and 11 of  
 2 P.L. , c. (C. )(pending before the Legislature as this bill), the  
 3 term “employer” does not include:

- 4 (1) the several counties and municipalities;  
 5 (2) authorities, commissions, boards or other instrumentalities of  
 6 the several counties and municipalities;  
 7 (3) State colleges and universities;  
 8 (4) Rutgers, the State University of New Jersey; or  
 9 (5) the New Jersey Institute of Technology<sup>3</sup>.

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

21 d. <sup>2</sup>“Terms and conditions of employment” are all matters that  
 22 intimately and directly affect the work and welfare of public  
 23 employees. Examples of terms and conditions of employment include,  
 24 but are not limited to: compensation; hours and schedules of work;  
 25 fringe benefits; layoffs; subcontracting and privatization; criteria and  
 26 procedures for promotions, performance evaluations and hiring;  
 27 transfers of employees; assignments and reassignments of employees;  
 28 transfer of negotiations unit work; and job security, discipline disputes  
 29 and disciplinary review procedures.

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

36 f. <sup>2</sup>The terms “employee organization” and “majority  
 37 representative”, unless otherwise specified, <sup>3</sup>“means” mean<sup>3</sup> the  
 38 “exclusive majority representative” either certified by the commission  
 39 or recognized by the public employer.

40  
 41 <sup>1</sup>4. (New section) Notwithstanding any provisions of the “New  
 42 Jersey Employer-Employee Relations Act,” P.L.1941, c.100  
 43 (C.34:13A-1 et seq.), or any other law to the contrary:

44 a. <sup>2</sup>“Mandatory” Permissive<sup>2</sup> subjects for collective negotiation  
 45 <sup>2</sup>“in public employment” <sup>3</sup>“involving the several counties and  
 46 municipalities, and any authorities, boards, commissions or other  
 47 instrumentalities of the several counties or municipalities,<sup>2</sup> shall

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

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

29 <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  
30 a matter is within the scope of collective negotiations to the  
31 commission, pursuant to the authority vested in it by subsection d. of  
32 section 1 of P.L. 1974, c.123 (C.34:13A-5.4).

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

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

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

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

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

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

45 <sup>3</sup>i. The parties to collective negotiations may not insist on  
46 negotiating over permissive subjects of negotiations. A party's

1 decision to not negotiate or to cease negotiating over a permissive  
2 subject of negotiations is not a violation of subsection a. or b. of  
3 section 1 of P.L.1974, c.123 (C.34:13A-5.4).

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

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

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

1

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

8

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

26

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

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

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

45 c. Notwithstanding the expiration of a collective negotiations  
46 agreement, an impasse in negotiations, an exhaustion of the  
47 Commission’s impasse procedures, or the utilization or completion

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

20

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

35

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

45

46 <sup>3</sup>10. Section 1 of P.L.1974, c.123 (C.34:13A-5.4) shall be  
47 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.<sup>3</sup>

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

10  
11 <sup>3</sup>**[10.] 11.**<sup>3</sup> 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       <sup>3</sup>**[11.] 12.**<sup>3</sup> 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<sup>3</sup> [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 time<sup>3</sup>.

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**]**. <sup>3</sup>**[**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.**]**<sup>3</sup> 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 <sup>3</sup>**[**12.**]** 13.<sup>3</sup> This act shall take effect immediately<sup>3</sup>; 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 enactment<sup>3</sup>.