

**MEMORANDUM OF AGREEMENT RESOLVING IMPACT NEGOTIATIONS ISSUES**

WHEREAS, New Jersey Institute of Technology ("NJIT ") and NJIT PSA Inc. / AAUP ("PSA") are parties to a Collective Negotiations Agreement dated July 1, 2015, and

WHEREAS, the United States Supreme Court's decision in *Janus v. AFSCME Council 31*, decided on June 27, 2018 ("*Janus*"), 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, *Janus*, require that certain changes be made to the Agreement prior to the expiration of the Agreement on June 30, 2019;

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

1. The current Article V.B will be deleted from the Agreement, with the current Article V.C-V.J being re-designated as V.B-V.I.
2. V.A, and the current V.C (re-designated as V.B) of the parties' Agreement shall be modified as indicated in the document attached hereto as Exhibit A.

  
\_\_\_\_\_  
For NJIT

11/30/18  
Date

  
\_\_\_\_\_  
For the PSA

11/29/2018  
Date

# EXHIBIT A

### **A. Dues Deduction**

1. In accordance with Chapter 310 of the Laws of New Jersey for 1967 (NJSA 52: 14-15.9e, as amended), the Employer agrees to deduct from each paycheck except for one (1) paycheck during each of the two (2) months in which three (3) paydays occur, the PSA Agreement 2015-2019 4 Association dues of each member of the bargaining unit who furnishes a voluntary written authorization for such deduction on a form acceptable to the Employer.
2. The amount of the Association dues shall be such amount as shall be certified to the Employer by the Association at least thirty (30) days prior to the date on which deductions of Association professional dues are to be begun.
3. The deductions of Association dues made from each paycheck except for one (1) paycheck during each of the two (2) months in which three (3) paydays occur, pursuant hereto shall be remitted by the Employer to the Association before the fifteenth (15th) day of the calendar month succeeding that in which such deductions are made, together with a list of the names of Association members from whose pay such deductions were made.
4.
  - a. A member may terminate his or her authorization by providing written notice to NJIT during the ten (10) day period following each anniversary date of their employment. Within five (5) days of receipt of notice from a member of revocation of authorization for the payroll deduction of dues, NJIT shall provide notice to the PSA of a member's revocation of such authorization. A member's revocation of authorization for payroll deductions shall be effective on the 30<sup>th</sup> day after their anniversary date of employment.
  - b. A member of the bargaining unit who signed an authorization for payroll deductions on or before September 30, 2018., may, in addition to revoking their authorization for payroll deductions in accordance with Article V.A.4.a, revoke their authorization for payroll deductions in writing at anytime. If such revocation is not in accordance with Article V.A.4.a., the revocation shall be effective on the July 1<sup>st</sup> succeeding the date on which the notice of revocation was filed.
54. The Association agrees to save the Employer harmless from any action or actions commenced by any employee against the Employer, for any claim arising out of such deduction and the Association assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Association as provided. Errors made by the Employer in the deduction and/or remittance of monies under this Agreement shall not be considered by the Association as a violation of this Agreement.

### **B. Deduction of Retroactive Dues and Representation Fees**

In the event that the Employer has not made the proper deductions of union dues and/or representation fees for any member of employee represented by the Association due to clerical errors or otherwise, and it appears that the Employer should have made such deductions in prior

payroll periods, the Association agrees that retroactive deductions of the amounts past due shall commence in the month immediately following the month in which the discrepancy is discovered. The Employer shall prorate the amount of retroactive dues or fees over the next six (6) months of the affected employee's employment or until the employee's separation from the university, whichever is earlier. The Employer shall provide the Association a list of all employees for whom retroactive deductions are being made, the amount of the retroactive deduction for each pay period and the starting and ending dates of the retroactive deductions. The Association agrees to indemnify the Employer for all claims by any employee for whom retroactive dues or fee deductions are made pursuant to this Agreement and save it harmless from any monetary liability for payments made in the Employer's proper performance of this obligation.