

## ARTICLE VII

### ASSOCIATION RIGHTS

- A. The University agrees to provide to the Association space to conduct official meetings providing said space request does not interfere with normal University operations. The University may charge the Association for such use at a rate not to exceed that charged to the academic departments for the same use.
- B. Recognizing that Association officers are exercising a legitimate professional concern and contributing to the academic community, the University agrees to notify all Deans, department Chairpersons and library directors of the names of such bargaining unit members and request that their responsibilities be considered when duties are being assigned. Copies of these memoranda or letters informing the Dean and Chairpersons shall be sent to the bargaining unit members and the President of the appropriate AAUP Chapter. Except as provided in this Agreement, however, no bargaining unit member may engage in Association activities during the course of his or her officially assigned academic obligations.
- C. Association representatives shall be permitted to transact official business on University property at reasonable times provided that this shall not interfere with or interrupt normal University operations, and provided further that timely request for such utilization is made in advance.
- D. The Association shall have the right, in accordance with University procedure, to make reasonable use of computing, office and audiovisual equipment.
- E. The Association shall be notified in writing of all newly tenured faculty appointments within thirty (30) days after their approval by the Board of Governors of the University. The Association shall be notified of new hires of unit members within thirty (30) days of the effective date of appointment.
- F. The University agrees to deduct from each bargaining unit member's paycheck the professional dues of the Association, provided said bargaining unit member furnishes a voluntary written authorization for such deduction on a form acceptable to the University. Any change in the amount of the Association's professional dues shall be certified to the University by the Association at least thirty (30) days prior to the pay cycle in which the new amount is to apply. There shall be no requirement for an additional authorization for the deduction of the new amount. Deduction of Association professional dues made pursuant hereto shall be remitted to the Association at the end of the calendar month in which such deductions are made, together with a list of bargaining unit members from whose pay deductions have been made. Dues deduction for any bargaining unit member shall be limited to the Association. Bargaining unit members shall be eligible to withdraw dues deduction authorization for the Association only as of January 1 or July 1 of each year provided the notice of withdrawal is filed timely with the responsible payroll clerk.

## G. Representation Fee

1. The parties agree that the representation fee contained in the prior collective negotiations agreement shall be continued for the duration of this agreement. Nothing herein shall be deemed to require any bargaining unit member to become a member of the Association.
2. The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Association to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefitting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.
3. New bargaining unit members who are Association members shall be required to pay the established representation fee in the first payroll period following thirty (30) days of employment.

The representation fee shall be withheld from the regular biweekly paycheck and remitted to the Association at the same time and in the same manner as monies collected for dues. The Association shall notify the University in writing thirty (30) days in advance of the requested date of change of the amount of regular membership dues, fees, assessments and representation fees.

4. The Association agrees that it will indemnify and hold the State and/or the University harmless from any claims, actions or proceedings brought by any bargaining unit member in the negotiations unit which arises from deductions made by the University in accordance with this provision. The State and the University shall not be liable to the Association for any retroactive or past due representation fee for a bargaining unit member who was identified by the University as excluded or in good faith inadvertently omitted from deduction of the representation fee.
5. **Demand and Return**

The representation fee shall be available only if the procedures listed hereafter are maintained by the Association.

- a. The Association shall return any part of the representation fee paid by the bargaining unit member which represents the bargaining unit member's additional pro rata share of expenditures by the Association that are either in aid of activities or causes of a partisan political or ideological nature, only incidentally related to the terms and conditions of employment, or applied towards the cost of any other benefit available only to members of the Association.
- b. The bargaining unit member shall be entitled to a review of the amount of the representation fee by requesting the Association substantiate the amount charged. This review shall be accorded in conformance with the internal steps and

procedures established by the Association.

- c. The burden of proof under the Demand and Return system rests upon the Association.
- d. A bargaining unit member dissatisfied with the Association's decision may appeal to the three (3) member board established by the Governor of the State of New Jersey under NJSA 34:13A, as amended.
- e. The Association shall submit a copy of its review system to the University. The deduction of the representation fee shall be available only if the Association establishes and maintains this review system.
- f. It is understood that the implementation of the agency fee program is predicated on the demonstration by the Association that more than 50% of the eligible bargaining unit members in the negotiation unit are dues paying members of the Association.

If at the signing of this Agreement the above percentage has not been achieved, the agency fee plan will be continued through pay period 26 of the calendar year, after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date; i.e., January 1, April 1, July 1, or October 1, the agency fee plan shall be reinstated, with proper notice to affected employees.

In each year of the agreement on July 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

- g. Provisions in this clause are further conditioned upon all other requirements set by statute.
- H. Except as limited by the specific and express terms of this Agreement, the Association retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon or vested in it by law and the Constitution of the State of New Jersey and applicable State and Federal law.
- I. The parties recognize the valuable assistance to be gained from effective communication between the Association and the University. Accordingly, it is agreed that the University and the Association will meet regularly to resolve problems of mutual concern to the parties. Such meetings and the agenda therefore may be set by either party to this Agreement and shall be scheduled at a mutually convenient time and place. It is understood that such meetings are not intended to bypass the grievance procedure or to be considered negotiating meetings but are intended as a means for fostering harmonious relations.

- J. The Association shall be permitted to post notices of its activities and matters of Association concern on one bulletin board in each department. As a matter of courtesy, the Association shall provide the Campus Human Resources Office on each campus with a copy of all postings. The parties recognize that University property is not an appropriate place for posting material which constitutes election campaign material for or against any person, organization, or faction thereof. Any material to which the University objects shall be removed and shall be subject to discussion by the Committee established in Article VII, Section I.

AGREED: 9/21/15