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**AUG 05 2010**

**Rutgers AAUP-AFT**

August 4, 2010

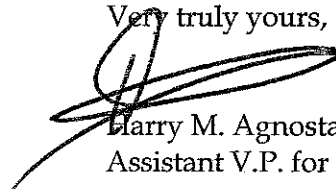
Timothy L. Stein  
Assistant Controller  
Room 317  
Administrative Services Building (ASB)  
Busch Campus

Re: COPE Payroll Deductions for Rutgers Council of AAUP Chapters EOF Bargaining Unit

Dear Tim:

As per my email to you on July 13 regarding this subject, attached find an Agreement between Rutgers and the EOF unit concerning payroll deductions for contributions to the Committee on Political Education (COPE), an Indemnification Agreement between the parties regarding said payroll deduction and amendment to the collective negotiations agreement between Rutgers and the EOF unit referencing said agreements. Kindly initiate the process to begin payroll deductions for EOF unit members. If you have any questions, please do not hesitate to contact me. Thank you in advance for your assistance.

Very truly yours,



Harry M. Agnostak  
Assistant V.P. for Human Resources

Cc: V. Fernandez  
P. Nowlan

## ARTICLE 20 - DUES DEDUCTION

### Union Dues:

The University agrees to deduct dues from the paycheck of each employee who furnishes a voluntary written authorization for such deduction for as long as the employee continues the authorization. Such authorization must be on a form acceptable to the University.


The amount of dues shall be such amount as may be certified in writing to the University by the Union at least forty-five (45) days prior to the date on which deduction of dues is to be made. The University shall remit to the Union every four (4) weeks all dues deducted together with a list of names of members from whose pay such deductions were made.


### Representation Fee:

Counselors in the bargaining unit who do not become members of the union within thirty (30) days after their probationary period shall have deducted from their salaries and forwarded to the union a representation fee, providing that at least 50% of the employees in the unit are dues-paying members of the union. The amount of such representation fee shall be certified in writing to the University by the union at least forty-five (45) days prior to the date on which deduction of the representation fee is to be made.

### Political Check-Off:

To the extent permitted by law and as described more particularly in Appendix E and Appendix F to this Agreement, as soon as practical after the effective date of this Agreement, the University shall upon presentation of a proper and duly signed authorization form, deduct from the salary of each employee in the collective negotiations unit the sum authorized by the employee, not to exceed the limits prescribed by law, for the purpose of contributing to the AFT Committee on Political Education (COPE). This provision applies to present and future members and non-member employees in the collective negotiations unit.

  
PATRICK  
NOWLAN

  
Harry  
Agnostak

The deductions referred to above shall be forwarded to AAUP-AFT in accordance with the provisions of applicable law and as described more particularly in Appendix E and Appendix F to this Agreement.

### Programming Costs

The Union shall pay all programming costs associated with deduction of dues and representation fees.

## APPENDIX E

### AGREEMENT CONCERNING PAYROLL DEDUCTIONS FOR CONTRIBUTIONS TO COMMITTEE ON POLITICAL EDUCATION ("COPE") FOR EMPLOYEES REPRESENTED BY THE RUTGERS COUNCIL OF AAUP-AFT CHAPTERS, AMERICAN FEDERATION OF TEACHERS ("EOF BARGAINING UNIT" OR "UNION")

WHEREAS, EOF Bargaining Unit ("Union") has requested that RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY ("Rutgers") deduct from employees' wages contributions to the COPE; and

WHEREAS, during contract negotiations the Union asked Rutgers to make such payroll deduction and Rutgers agreed, as described in Article 20 of the parties' collective negotiations agreement, and as described in this Appendix E and in Appendix F,

WHEREAS, the Union and Rutgers acknowledge that Rutgers' agreement to implement payroll deductions for employees who choose to make contributions to COPE is not in any way an endorsement of COPE by Rutgers; and

WHEREAS, the Union and Rutgers have entered into an Indemnification Agreement executed simultaneously with this Agreement (Appendix F to the parties' collective negotiations agreement) for the purpose of indemnifying Rutgers against any liability arising from Rutgers' implementation of this payroll deduction program;

NOW, THEREFORE, the parties enter into this Agreement in order to set forth the parameters for administration of the payroll deduction for employee contributions to COPE ("payroll deduction") for employees represented by the Union and for the purpose of prescribing the obligations which Rutgers will undertake in regard to this payroll deduction and the obligations which the Union will undertake:

1. **General:** Responsibility for communicating to employees information about the payroll deduction resides with the Union and not with Rutgers. However, Union representatives may not conduct any business whatsoever concerning this payroll deduction on work time. Furthermore, no resources of Rutgers may be used with respect to the payroll deduction except as explicitly set forth in this Agreement.
2. **Marketing and Enrollment:**
  - a. Responsibility for communicating to employees information about the payroll deduction resides with the Union.
  - b. The Union acknowledges that the payroll deduction is not selected, sponsored, or endorsed by Rutgers or by the State of New Jersey and agrees not to make any representations to the contrary. The Union agrees that no materials which are distributed concerning the payroll deduction will identify Rutgers or the State of New Jersey in any way as a sponsor or endorser and further agrees that such materials will include the following statement approved by Rutgers disclaiming any responsibility on the part of Rutgers for the information contained therein:

The payroll deduction suggested by the Union is not sponsored or endorsed in any way by Rutgers, the State University or by anyone on its behalf, or by the State of New Jersey. Rutgers makes no promises or representations of any kind whatsoever concerning this payroll deduction.

Such materials will clearly identify the representatives of the Union who are responsible for administrative details of the payroll deduction such as inquiries and problem resolution.

The Union will (within seven (7) days of the effective date of this Agreement) submit to Rutgers draft materials (letters) for the University's review and approval, which conform to the requirements as set forth herein. If additional materials for or about the payroll deduction are used to promote the payroll deduction or solicit applications that refer to Rutgers or the State of New Jersey they will be submitted to Rutgers' Office of Labor Relations for review before distribution in order to ensure that such materials comply with the provisions of this Agreement.

- c. In the event that the University receives a COPE authorization form directly from an employee, rather than the Union, the University shall provide the Union with a copy of the form at the time the next COPE deductions are sent to the Union, and the Union thereafter shall incorporate any changes on the next roster it provides pursuant to 4c. below.

3. **Cancellations:** An existing payroll deduction may be canceled with thirty (30) days notice to Rutgers from the employee. The Union will prepare a cancellation notice within seven (7) days of the effective date of this Agreement for Rutgers' review and approval.

4. **The Union Agrees:**

- a. To provide to Rutgers evidence that COPE is properly registered as required by applicable law, complies with reporting requirements imposed by law and makes contributions only in compliance with applicable legal standards.
- b. To accept on a monthly basis whatever payroll deductions have been authorized by this Agreement and to make the contributions to COPE.
- c. To provide Rutgers by the first of each month a roster in a format to be specified by Rutgers with the name, social security number and biweekly deduction amount for employees in the collective negotiations unit who have authorized payroll deductions for COPE.
- d. To provide for the University's review all authorizations signed by employees, all cancellations signed by employees and all documents related to adjustments or changes to the payroll deduction and to thereafter retain the documents.



- e. To provide refunds to participants as necessary.
- f. To be responsible for all administrative details such as inquiries, adjustments and problem resolution.
- g. To make routine adjustments to recover previously remitted contributions to the Union when Rutgers subsequently determines that such contributions should not have been credited to COPE due to the participant's having received unearned salary.
- h. To implement new enrollments, adjustments, or cancellations prospectively only, with no retroactive adjustments, except as may be required by Paragraph 4g above and by Paragraph 5b below.
- i. To notify Rutgers of the cancellation of payroll deductions by any participant by the first of the month prior to the month in which deductions are to be discontinued. To ensure that the amount that the employee deducts from each paycheck shall in no event exceed \$5,000 per year, or such other amount as the law permits.

5. **Payroll Deductions:**

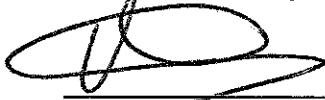
- a. Rutgers will begin to take employee payroll deductions of fixed dollar amounts specified on the initial rosters to be supplied by the Union, in a format specified by Rutgers, on or about thirty (30) days after receipt in Payroll Services of the rosters. Such payroll deductions will begin on the first "benefits" payroll of each month and will be in the biweekly amount specified by the Union provided the participant has sufficient net pay to cover this deduction after all other mandatory and voluntary deductions are taken. There will be no retroactive deductions.
- b. Any amounts over deducted will be refunded to the employee by the Union.
- c. Payroll deduction will continue until such time as the participant moves out of a position represented by AAUP-AFT, terminates, requests to have the deductions cease, a new authorization is received from the Union specifying a different deduction amount or a term and condition of this Agreement fails.
- d. Rutgers will submit deductions to the Union within fifteen (15) days after the end of the month in which such deductions are taken, along with a roster reflecting the detail of the deductions.
- e. Rutgers will provide programming for these deductions at no cost to the Union. The Union will be liable for administrative, processing and other costs incurred by Rutgers in administering payroll deductions. Invoices will be submitted periodically to the Union by Rutgers. Payment is due

within thirty (30) days after the date of invoice. Rutgers may suspend payroll deductions if payment is not made in timely fashion.

6. **Grievances:** The Union agrees not to file grievances on its own behalf or on behalf of any bargaining unit member concerning Article 20 of the parties' collective negotiations agreement, concerning the validity, implementation, or any other matter related to this Appendix, or concerning the validity, implementation or any other matter related to Appendix ~~E~~ to the parties' collective negotiations agreement. The sole and exclusive remedy of the Union and bargaining unit members for any and all such claims shall be to present them for consideration to a Labor Management Conference as set forth in Article 6 of the parties' collective negotiations agreement.
7. **Sole and Entire Agreement:** Article 20 of the parties' collective negotiations agreement, this Agreement and the Indemnification Agreement executed simultaneously with this Agreement constitute the sole and entire agreements between Rutgers and the Union concerning payroll deductions for contributions to COPE for employees represented by EOF Bargaining Unit. No other promises or agreements shall be binding on the parties unless they are in writing and signed by the parties to these agreements.
8. **Effective Date:** This Agreement is effective and shall be an Appendix to the parties' July 1, 2007- June 30, 2011 collective negotiations agreement.

  
PATRICK NOWLAN  
  
HARRY AGNOSTAK

On Behalf of Rutgers,  
The State University of New Jersey

  
Harry M. Agnostak  
8-2-10  
Date

On Behalf of Rutgers Council  
of AAUP Chapters – EOF, AAUP-AFT

  
Patrick Nowlan  
7/27/2010  
Date

## APPENDIX F

### INDEMNIFICATION AGREEMENT

WHEREAS, the Rutgers Council of AAUP Chapters, American Federation of Teachers (EOF Bargaining Unit) ("Union") has requested that RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY ("Rutgers") allow employees to choose to deduct from their paychecks amounts to be contributed to the AFT Committee on Political Education (COPE), a political action committee registered with the Federal Election Commission;

WHEREAS, the Union acknowledges that Rutgers has agreed to make such deductions as set forth in Article 20 of the parties' collective negotiations agreement and in Appendix E executed simultaneously herewith; and

WHEREAS, the Union acknowledges that, to the extent that Rutgers makes payroll deductions for employees who choose to make contributions to COPE, Rutgers is not in any way endorsing COPE; and

WHEREAS, Rutgers will honor valid written requests for payroll deductions to make contributions to COPE that are signed by employees represented by the Union and forward the amounts so deducted to the Union, as set forth more particularly in Appendix E, only on the condition that the Union indemnify Rutgers against any liability arising from Rutgers' participation in making these payroll deductions available;

NOW, THEREFORE, in consideration of Rutgers' and the Union's agreement that Rutgers honor valid written signed requests for payroll deductions to be made for contributions to COPE and to forward the amounts so deducted to the Union, the parties agree as follows:

1. The Union agrees to indemnify and hold Rutgers, its governors, trustees, officers, agents, employees, representatives, successors and assigns, harmless against any and all liabilities, costs, claims, expenses, losses, judgments, attorneys' fees and interest, of any nature and without limitation, arising in whole or in part from payroll deductions for COPE by Rutgers' employees or the implementation or application of the payroll deduction program. Rutgers shall retain its right to determine its course of conduct, including but not limited to the right to select counsel and determine strategy, in any claim or action arising out of or by reason of the offering the payroll deduction to Rutgers' employees, or the implementation or application of the payroll deduction program.

2. This Indemnification Agreement also shall cover any claims or actions in connection with defending the legality of this Indemnification Agreement. Furthermore, the Union will not challenge the legality of this Indemnification Agreement or any portion thereof, nor assist any other person or entity in doing so. In the event that this Indemnification Agreement is deemed to be illegal or against public policy or otherwise unenforceable by any court or administrative agency of competent jurisdiction, the parties agree that any obligations which Rutgers otherwise may have regarding payroll deductions for COPE under Article 20 and under Appendix E shall cease, effective

immediately.

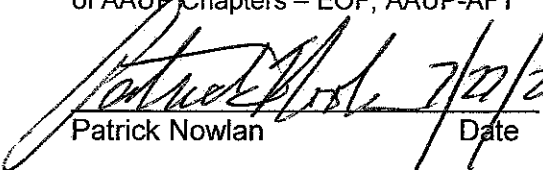
3. The Union represents and warrants that the execution and performance of this Indemnification Agreement has been duly authorized and that the officer(s) executing the Indemnification Agreement on the Union's behalf is duly authorized to do so.

4. This Indemnification Agreement shall be governed by the laws of the State of New Jersey.

On Behalf of Rutgers,  
The State University of New Jersey

  
Harry M. Agnostak      8-2-10  
Date

On Behalf of Rutgers Council  
of AAUP Chapters – EOF, AAUP-AFT

  
Patrick Nowlan      7/27/2010  
Date