

APPENDIX B

AGREEMENT CONCERNING PAYROLL DEDUCTIONS FOR CONTRIBUTIONS TO COMMITTEE ON POLITICAL EDUCATION (“COPE”) FOR EMPLOYEES REPRESENTED BY UNION OF RUTGERS ADMINISTRATORS, AMERICAN FEDERATION OF TEACHERS (URA-AFT), AFL-CIO (“URA-AFT” or “Union”)

WHEREAS, URA-AFT has requested that RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY (“Rutgers”) deduct from employees’ wages contributions to the COPE; and

WHEREAS, during contract negotiations URA-AFT asked Rutgers to make such payroll deduction and Rutgers agreed, as described in Article 30 of the parties’ collective negotiations agreement, and as described in this Appendix B and in Appendix C,

WHEREAS, URA-AFT 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, URA-AFT and Rutgers have entered into an Indemnification Agreement (Appendix C to the parties’ collective negotiations agreement) executed simultaneously with this Appendix B 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 Appendix in order to set forth the parameters for administration of the payroll deduction for employee contributions to COPE (“payroll deduction”) for employees represented by URA-AFT and for the purpose of prescribing the obligations which Rutgers will undertake in regard to this payroll deduction and the obligations which URA-AFT will undertake:

1. **General:** Responsibility for communicating to employees information about the payroll deduction resides with URA-AFT and not with Rutgers. However, URA-AFT 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 Appendix.

2. **Marketing and Enrollment:**

a. Responsibility for communicating to employees information about the payroll deduction resides with URA-AFT.

b. URA-AFT 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. URA-AFT 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 URA-AFT 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 URA-AFT who are responsible for administrative details of the payroll deduction such as inquiries and problem resolution.

URA-AFT will (within seven (7) days of the effective date of the collective negotiations agreement to which this is an Appendix) 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 Appendix.

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

3. **Cancellations:** An existing payroll deduction may be cancelled with thirty (30) days notice to Rutgers from the employee. URA-AFT will prepare a cancellation notice (within seven (7) days of the effective date of the collective negotiations agreement to which this is an Appendix) for Rutgers' review and approval.

4. **URA-AFT 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 Appendix 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 URA-AFT when Rutgers subsequently determines that such contributions should not have been credited to COPE due to the participant's having receiving unearned salary.
- h. To implement new enrollments, adjustments, or cancellations prospectively only, with no retroactive adjustments, except as may be required by Paragraph 4.g. above and by Paragraph 5.b. 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 URA-AFT, in a format specified by Rutgers, on or about thirty (30) days after receipt in Payroll Services of rosters. Such payroll deductions will begin on the first "benefits" payroll of each month and will be in the biweekly amount specified by URA-AFT 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 URA-AFT.
- c. Payroll deduction will continue until such time as the participant moves out of a position represented by URA-AFT, terminates, requests to have the deductions cease, a new authorization is received from URA-AFT specifying a different deduction amount or a term and condition of this Appendix fails.

d. Rutgers will submit deductions to URA-AFT 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 URA-AFT. URA-AFT will be liable for administrative, processing and other costs incurred by Rutgers in administering payroll deductions. Invoices will be submitted periodically to URA-AFT 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 a timely fashion.

6. **Grievances:** URA-AFT agrees not to file grievances on its own behalf or on behalf of any bargaining unit member concerning Article 30 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 C to the parties' collective negotiations agreement. The sole and exclusive remedy of URA-AFT 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 19 of the parties' collective negotiations agreement.

7. **Sole and Entire Agreement:** Article 30 of the parties' collective negotiations agreement, this Appendix and the Indemnification Agreement set forth in Appendix C executed simultaneously with this Appendix constitute the sole and entire agreements between Rutgers and URA-AFT concerning payroll deductions for contributions to COPE for employees represented by URA-AFT. 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 Appendix is effective as soon as practical after the effective date of the parties' collective negotiations agreement to which this shall be an Appendix.

URA-AFT

Sanni S. Nedrow

Date: 1/29/08

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

Sandra Russell

Date: 1/29/08