



**NEW JERSEY ORGANIZING COMMITTEE / COUNCIL 73
SERVICING AGREEMENT**

1. This Servicing Agreement shall cover bargaining units ("Units") represented by Central New Jersey District Council 73 ("Council 73") and its affiliated local unions.
2. Council 73 designates the AFSCME New Jersey Organizing Committee / AFSCME New Jersey ("Committee") to act as its servicing agent, with specific responsibility for acting on its behalf in matters of representation of members with respect to their terms and conditions of employment. The services to be provided by the Committee shall include, but are not limited to, negotiating and administering collective bargaining agreements, adjustment of grievances, including representing the Units at grievances and arbitrations, labor management meetings, defense or prosecution of litigation, and any similar bargaining matters. The Committee will designate which of its employees will provide the services, which may also include employees of the International Union.
3. The parties acknowledge that in carrying out services under this Agreement, the Committee is acting as an agent of Council 73.
4. Where Council 73 is the recognized or certified collective bargaining representative of a Unit and the opportunity arises through collective bargaining or otherwise to designate, replace or substitute the AFSCME New Jersey (or other statewide council as determined by the International President) for Council 73, the Committee shall propose and seek agreement from the employer to effectuate such substitution, designation or replacement, and Council 73 shall cooperate and take any necessary action to assist the Committee.
6. Notwithstanding any other provision in this Agreement, representatives of Council 73 shall have the right to attend and participate in meetings and other events related to the representation of the Units. The Committee shall also have the right to access all records associated with the Units being serviced pursuant to this Agreement.
7. In the event any person or employer challenges the Committee's agency status or if an employer refuses to bargain with the Committee as Council 73's agent, Council 73 will take all steps necessary to provide adequate representation to the bargaining unit and to take steps to formally transfer representative status to the Committee in accordance with applicable law.
8. This Agreement shall remain in effect until the later of the final and complete dissolution of Council 73 or the transfer of representative status of all Units to AFSCME New Jersey (or such other statewide subordinate body as may be designated by the International President).
9. The parties believe that all provisions of this Agreement comply with applicable law. However, should any portion of this Agreement be found illegal by any tribunal of competent jurisdiction, this shall not affect the remainder of the Agreement. Rather, the parties shall promptly meet to negotiate an acceptable, lawful substitute to the stricken provisions.

11. The effective date of this Agreement is April 1, 2017.

Executed this 27 day of March, 2017.

Randy Schape
AFSCME New Jersey Organizing Committee

James Hull - Admin
Council 73