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AGREEMENT

between

THE JUDICIARY OF BERGEN

and

THE BERGEN COUNTY COURT CLERKS' ASSOCIATION

INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
LIBRARY
JUL 7 1992
RUTGERS UNIVERSITY

JANUARY 1, 1991 to DECEMBER 31, 1992

Revised 4/7/92

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1991-92 Bergen County Court Clerks' Collective Agreement

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This Agreement made this _____ day of _____, 1992 between the Assignment Judge for the Superior Court of Bergen County, New Jersey (hereinafter referred to as the "Employer") and the Local 32, Office and Professional Employees International Union (hereinafter referred to as the "Union").

ARTICLE I - Purpose

The purpose of this Agreement is to memorialize and set forth herein the basic agreement covering the terms and conditions of employment to be observed between the parties hereto in order to foster good employer-employee relations.

ARTICLE II - Recognition and Scope

The Union is the exclusive representative for the purpose of collective negotiations with respect to wages, hours, terms and other conditions of employment for all full-time court clerks (classified and non-classified) employed by the Bergen County Judiciary, but excluding all judicial employees in existing negotiations units, office clerical employees, professional employees, managerial executives, confidential employees, craft employees, supervisors, police and fire employees within the meaning of the New Jersey Employer-Employee Relations Act as applied to judicial employees.

ARTICLE III - Management Rights

The Assignment Judge as delegated by the Supreme Court hereby retains and reserves unto the Judges without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing; the exclusive management and administrative control of the courts and its facilities, and the activities of its employees.

The exercise of the foregoing powers, rights, authority, duties or practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Nothing contained herein shall be construed to deny or restrict the Judges of their rights, responsibilities, and authority under national, state, county or local laws or ordinances or the Rules of Court.

ARTICLE IV - Retention of Benefits

Section 1

Except as otherwise provided herein, all rights, privileges and benefits which the employees referred to herein have heretofore enjoyed shall continue into the terms of this Agreement. As an example, but in no way limiting said rights, privileges and benefits, and at the request of the County for such a sample, said list includes, inter alia, medical coverage, prescription plan, vacations, free parking, etc.

Section 2

The personnel policies and personnel regulations currently in effect shall continue to be applicable to all employees except as otherwise expressed and provided herein. All working conditions and benefits are to continue and control

during the term of this Agreement. Rights, privileges and benefits referred to herein shall be limited to those negotiable terms and conditions as defined by the New Jersey Supreme Court.

ARTICLE V - Discrimination and Coercion

There shall be no discrimination, interference or coercion by the Judiciary or any of its agents against the employees represented by the Union because of their membership or activity in the Union. Neither the Judiciary nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE VI - Salaries

Section 1

Effective January 1, 1991, and retroactive to that date, the salary range for court clerks shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Court Clerks	\$22,000	\$38,346

Section 2

Effective January 1, 1991, and retroactive to that date, each court clerk whose December 31, 1990 base salary is less than \$25,000 shall receive an increase of \$1,015 added to his/her December 31, 1990 base salary.

Effective January 1, 1991, and retroactive to that date, each court clerk whose December 31, 1990 base salary is more than \$25,000 but less than \$30,000 shall receive an increase of \$1,065 added to his/her December 31, 1990 base salary.

Effective January 1, 1991, and retroactive to that date, each court clerk whose December 31, 1990 base salary is more than \$30,000 shall receive an increase of \$1,090 added to his/her December 31, 1990 base salary.

Section 3

Effective January 1, 1992, and retroactive to that date, the salary range for court clerks shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Court Clerks	\$22,500	\$39,846

Section 4

Effective January 1, 1992, and retroactive to that date, each court clerk whose December 31, 1991 base salary is less than \$25,000 shall receive an increase of \$1,250 added to his/her December 31, 1991 base salary.

Effective January 1, 1992, and retroactive to that date, each court clerk whose December 31, 1991 base salary is more than \$25,000 but less than \$30,000 shall receive an increase of \$1,430 added to his/her December 31, 1991 base salary.

Effective January 1, 1992, and retroactive to that date, each court clerk whose December 31, 1991 base salary is more than \$30,000 shall receive an increase of \$1,500 added to his/her December 31, 1991 base salary.

ARTICLE VII - Longevity

Longevity payments shall be made to court clerks with unbroken, continuous, long-term service to the County as follows:

	<u>1991</u>	<u>1992</u>
6 through 8 years	\$ 200	\$ 200
9 through 13 years	400	400
14 through 18 years	800	800
19 years and over	1,000	1,000

Such payments for the years 1991 and 1992 shall be made in 26 equal payments commencing the first pay period of 1991 and shall be included as a part of the regular salary.

ARTICLE VIII - Health and Welfare Benefits

Court clerks shall continue to be provided with all health and welfare benefits presently granted to Bergen County employees generally. The benefits include, but are not limited to, a non-contributory medical health insurance plan, a non-contributory major medical insurance plan, the County's dental plan, the County's paid prescription plan, a disability policy, the County's vision plan and one physical examination per year at Bergen Pines Hospital if requested by the employee. If during the term of this Agreement, the County grants to all other employees an additional health and welfare benefit and the benefit was not made available during the negotiation of this Agreement, then such benefit shall be simultaneously awarded to court clerks. If during the term of this Agreement, the County grants to its employees generally any additional health and welfare benefits or provides any expanded coverage and such benefit was not available as a subject of negotiation for this Agreement, the Assignment Judge may grant such benefit to court clerks or shall reopen this matter for further negotiation.

ARTICLE IX - Work Schedule

Section 1

The standard workweek shall consist of five (5) days, Monday through Friday, with one (1) hour off for lunch. The total workweek is thirty-five (35) hours, or seventy (70) hours each two-week period.

Section 2

Effective upon execution of this Agreement, court clerks shall receive a dinner allowance of \$7.50 for each day they are required to work beyond 6:30 p.m.

Section 3

Court clerks required to work beyond the normal workweek (between 35 and 40 hours) shall receive either pay or compensatory time at straight time rate. The decision as to compensatory time or pay shall be solely at the discretion of the Judiciary.

The Judiciary shall pay for hours worked beyond 40 per week at the rate of time and a half.

ARTICLE X - Pay During Absence**Section 1 - Unscheduled Absences**

If, for any reason, a court clerk is unable to report for duty, he must notify the department head as soon as possible, and before schedule starting time. Irregular or poor attendance may be cause for disciplinary action. A court clerk absent from work without notification for five (5) consecutive working days will be considered to have resigned from the position. Such resignation is not considered to be in good standing.

Section 2 - Scheduled Absences

When a court clerk is on a leave of absence without pay for a period in excess of three (3) consecutive months in a calendar year, the annual salary increase shall not be paid upon return to active status, but shall be delayed for a period equal to the period of unpaid leave.

Section 3 - Sick Leave

(a) If the court clerk is unable to report to work due to illness or for any other reason, it is essential that the court clerk's department head or supervisor be notified, according to the department's procedure. Failure to give proper notification could result in disapproval of the request for sick leave or be considered as an unscheduled absence.

(b) The cause for the court clerk's absence must be reported daily, unless adequate explanation and reason is provided to cover several days. In any leave of five (5) days or more, a doctor's certificate must be submitted if requested by the department head. The department head retains the right in sick leave cases under five (5) days to conduct an inquiry into the sick leave request or to require examination by a County physician if the department head has any questions as to the court clerk's condition.

(c) Sick leave must be earned before it can be used. Should the court clerk require none or only a portion of the earned sick leave for any year, the amount not taken accumulates to the court clerk's credit from year to year during employment.

(d) Sick leave is earned and accumulated in the following manner:

One (1) working day for each full month of service during the remaining months of the first calendar year of employment, and fifteen (15) working days (1½ days per month) for each calendar year thereafter. If the employee begins work after the fourth day of the month, sick leave is not earned for that month.

(e) Sick leave may be granted for:

- (1) Personal illness or accidental disability by reason of which the court clerk is unable to perform the usual duties of the position.
- (2) Serious illness of member of the court clerk's immediate family or household (as defined in Funeral Leave) requiring the court clerk's attention and care. The circumstances of the illness should be of an emergency nature where the employee is required to be in direct attendance for a period not to exceed three (3) working days.
- (3) In case of extended illness, the court clerk may use accrued vacation leave.

- (f) Accumulated sick leave is forfeited upon separation from Judiciary service, except as provided for under "Terminal Leave" hereafter.

Section 4 - Injury Leave

- (a) Injury leave, as distinguished from sick leave, shall mean paid leave given to a court clerk due to absence from duty caused by an accident, illness or injury which occurred while the court clerk was performing duties and which is covered by Worker's Compensation Insurance.
- (b) All payments which shall be made concerning injury leave are subject to the same rules and regulations as Worker's Compensation insurance and shall not be made if the accident is proved to have been due to intoxication or willful misconduct on the part of the court clerk. If a court clerk, absent from work due to an accident, illness or injury, fails to fulfill all of the conditions necessary to receive compensation benefits, the court clerk shall not be entitled to payment of any injury leave benefits from the Employer until such conditions have been fulfilled.
- (c) The payments enumerated above will be made for a period not in excess of ninety (90) working days for each new and separate injury. After all injury leave is used, the employee may be granted additional injury leave only upon approval of the Assignment Judge or his/her designee. After all injury leave is used, the court clerk may elect to use any sick leave, vacation or compensatory time due at the time of the injury.
- (d) Use of Injury Leave - Court clerks absent from duty due to an accident, illness or injury covered by Worker's Compensation insurance, who have completed three (3) months of service, will be compensated by the Employer at the regular base rate of pay. Eligibility will be based on the determination of the New Jersey Division of Worker's Compensation under the terms of the New Jersey Worker's Compensation Act.
- (e) Contested Injuries - Charges may be made against sick leave accrual, if any, if any case where the Employer is contesting that the injury occurred on the job. In the event that the State determines in favor of the court clerk, sick leave so charged shall be recredited to the court clerk's sick leave accrual balance. In the event eligibility for payment is denied by the State, the court clerk shall be eligible to utilize sick leave accruals, if any, retroactive to the date of the injury, and to use vacation leave.
- (f) Medical Proofs - In order to limit the obligation of the Employer for each new separate injury, the Employer may require the court clerk to furnish medical proof or submit to medical examination by the Employer at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the service of the Judiciary.
- (g) When a court clerk has suffered an injury while on duty, and is absent for five (5) days or more, it will be necessary for the employee to submit a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the court clerk can return to duty.
- (1) Additional reports shall be filed from the physician every two weeks thereafter indicating the current status of the employee's health and the time of the court clerk's anticipated return to duty.

- (2) In the absence of such certification, the court clerk shall be removed from injury leave.

Section 5 - Funeral Leave

Court clerks shall be entitled to four (4) working days leave with pay to attend or make arrangement for the funeral of a member of their immediate families. Immediate families is defined and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or any other relative residing in the court clerk's household.

Section 6 - Terminal Leave

A court clerk, upon retirement, shall be granted a terminal leave lump sum payment in accordance with Option 1 or Option 2, whichever the court clerk elects:

Option 1 - One-half ($\frac{1}{2}$) of the court clerk's earned and unused accumulated sick leave multiplied by his/her daily rate of pay based upon the average annual base pay received during the last year of his/her employment prior to the effective date of his/her retirement, provided, however, that no such lump sum payment shall exceed eighteen thousand (\$18,000) dollars.

Option 2 - Two (2) days of pay for each full year of service with the Judiciary/County of Bergen.

In addition, in the event of the death of an active employee, the estate of that employee shall be eligible for terminal leave lump sum payment according to the option selected by the estate, provided that the employee has been employed by the Judiciary/County of Bergen for seven (7) consecutive years.

Section 7 - Leave of Absence

(a) Leave Without Pay - A court clerk may, for reasons satisfactory to the Judiciary, be granted a personal leave of absence without pay or services credit for time absent for a period of up to six (6) months. In exceptional circumstances, such leave may be extended for an additional six (6) months, provided it is considered to be in the best interest of the Judiciary.

- (1) Ordinarily, a personal leave of absence will not be granted to a court clerk for the purpose of seeking or accepting employment with any other employer.
- (2) Personal leaves of absence are granted with the understanding that the court clerks intend to return to their Judiciary duties. If a court clerk fails to return within five (5) working days after the expiration of the leave or excused absence, he/she may be considered to have resigned and not in good standing.
- (3) Court clerks on leave without pay for more than two (2) weeks in any month will not receive paid health benefits, holiday pay, nor will they accrue sick and vacation time.

Section 8 - Maternity Leave

Upon her request, a female court clerk with permanent status will be granted permission to use her accumulated sick leave for maternity purposes.

- (a) Maternity leave will be treated the same as any other sick leave.

(b) A court clerk, while on paid maternity leave, is considered to be an active employee and as such will continue to accrue sick leave, vacation, holiday pay and other benefits paid for by the Employer.

Section 9 - Military Training Leave

A court clerk who is a member of the National Guard or Naval Militia of this State or of the military or naval forces of the United States required to undergo field training therein, shall be entitled to Military Leave of Absence with pay for the first two (2) weeks of such training and Military Leave of Absence without pay for any additional period of training. He/She is required to provide a certified copy of his/her orders for military training to his/her department head prior to requesting leave for such training. Any military pay received while on such Military Training Leave shall be retained by the court clerk and shall be considered in addition to the regular salary he/she would have receive from the Employer had he/she not been ordered to participate in such training. Military Training Leave granted shall be in addition to any Vacation Leave or Sick Leave to which the court clerk may be entitled.

ARTICLE XI - Vacation

Section 1

Vacation leave is earned and accumulated in the following manner:

(a) One (1) day per month in the first year for the first eleven (11) months, and four (4) days in the twelfth month, provided the initial date of hire is on or before the fourth day of the month.

(b) From the beginning of the second year to and including the fifth year, court clerks earn vacation at the rate of one and one-quarter ($1\frac{1}{4}$) days per month (fifteen (15) days per year).

(c) From the beginning of the sixth year and thereafter, court clerks earn vacation at the rate of one and two-thirds ($1\frac{2}{3}$) days per month (twenty (20) days per year).

Section 2

When the court clerk has completed his/her first six (6) months of employment, he/she may ask to take the balance of his/her vacation leave for that calendar year. Beginning January 1 of each succeeding year of employment, court clerks may ask to use, in advance of earning, the full amount of vacation leave for that year. Any vacation time borrowed under this policy must be earned back by the last pay period of that calendar year, otherwise any negative vacation balance will either be charged to available compensatory time or deducted from the employee's pay.

Section 3

Vacation leave not used in a calendar year because of pressure of work shall be carried over to the next succeeding year only.

Section 4

In the event of the termination of his/her employment prior to repayment of advanced vacation leave, the necessary salary adjustment will be made on the court clerk's final paycheck.

Section 5

Earned vacation leave may be accumulated as set forth in the Civil Service Act.

Section 6

If the court clerk resigns with prior notice, or plans to retire, he/she may be paid for his/her earned and unused vacation leave as of the effective date of his/her termination, but in no case for more than two (2) years of unused vacation leave.

Section 7

If the court clerk should die while employed, a sum of money equal to his/her earned and unused vacation leave shall be paid to his/her estate.

Section 8

The salary paid to the court clerk while on vacation leave will be the same amount he/she would have earned had he/she worked regular straight time hours during his/her vacation period.

Section 9

A court clerk on approved paid vacation leave or sick leave will continue to accrue vacation leave according to his/her length of service and regular work schedule.

Section 10

If a holiday observed by the Judiciary occurs during the period of the court clerk's vacation leave, it is not charged against the balance of his/her vacation leave, and he/she may request an equivalent day off.

Section 11

Every effort shall be made to arrange vacation schedules to meet the individual desires of all court clerks, but all requests must be approved by the department head who may require that vacations be scheduled in other than the summer months. In the event of conflicts in proposed vacation schedules, preference will be given to the court clerk with seniority.

ARTICLE XII - Personal Leave

Each court clerk shall be entitled to two (2) days of personal leave with pay upon execution of this Agreement. Personal leave days may not be accrued. A department head must be notified in advance, and except in case of emergency, prior approval of the department head must be obtained.

ARTICLE XIII - HolidaysSection 1

Court clerks shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary.

January 1st.....	New Year's Day
3rd Monday in January.....	Martin Luther King's Birthday
February 12th.....	Lincoln's Birthday
3rd Monday in February.....	Washington's Birthday
Last Monday in May.....	Memorial Day
July 4th.....	Independence Day
1st Monday in September.....	Labor Day
2nd Monday in October.....	Columbus Day

November 11th.....Armistice or Veteran's Day
4th Thursday in November.....Thanksgiving Day
December 25th.....Christmas Day
Good Friday and General Election Day

Section 2

If a holiday falls during a court clerk's vacation, he/she shall be granted an additional day of vacation.

Section 3

Holidays falling within a period of paid absence will entitle the court clerk to pay for such holidays. Periods of paid absence are: sick leave, injury leave, terminal leave, jury duty leave and vacation leave.

Section 4

When any of the above holidays fall on a Saturday, court clerks shall be off on the preceding Friday; whenever any of the above holidays fall on a Sunday, they shall be off on the following Monday, subject, however, to the schedule of the Court.

ARTICLE XIV - Grievance Procedure

The parties agree that a complaint or grievance of any court clerk relating to the interpretation, application or alleged violation of any provision of this contract or any rule, regulation, or existing policy, if not otherwise provided for in law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

Step 1

The grievance shall be taken to the Division Manager within ten (10) days of the date of the event or the date that the grievant gained knowledge of the event, whichever is earlier, but in no event later than ninety (90) days after the event. The Division Manager shall make an effort to resolve the problem within a reasonable time period. A reasonable time period is defined as three (3) working days, if possible. At this level, the complaint or grievance need not be in writing.

Step 2

If not resolved at the supervisory level, a grievance shall be put in writing, signed by the aggrieved employee or the Union and submitted to the Assistant Trial Court Administrator within five (5) working days of the disposition at Step 1. The Assistant Trial Court Administrator shall acknowledge its receipt within ten (10) working days and shall render a decision within five (5) working days thereafter.

Step 3

If not resolved, the grievance shall be referred to the Assignment Judge or his/her designee within five (5) working days of the disposition at Step 2. The decision of the Assignment Judge shall be final and rendered within twenty (20) days of the date of his receipt of the grievance.

ARTICLE XV - Severability

In the event any federal or state law, or any determination having the force and effect of law (including rules, regulations and directives of the

Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts) conflicts with provisions of this Agreement, the provisions so affected shall no longer be operative or binding upon parties, but the remaining portions of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the item so severed, provided that the superseding law or determination so permits.

ARTICLE XVI - Changes, Supplements or Alterations

Any provision of this Agreement may be changed, supplemented or altered, provided both parties agree.

ARTICLE XVII - Dues Deductions

Section 1

The Court agrees to deduct the Union bi-monthly membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the court by the Union and the aggregate deductions of all employees shall be remitted to the Union. This right of dues checkoff shall be exclusive to O.P.E.I.U., Local 32.

Section 2

The Judiciary shall notify the Chief Steward of all new hires. The information given shall include the name, address and job location of the new hire.

Section 3

If an employee's authorized dues are, for some reason, not being properly deducted, the Union will contact the Judiciary's payroll office, giving the employee's name, Social Security number, job title and local affiliation. The Employer will take action to correct the situation.

Section 4

In the event an employee wishes to withdraw from the Union, the employer will honor such withdrawal only during such periods as prescribed by law. A letter shall be forwarded to the employer annually, identifying appropriate dates, as per statute.

Section 5

The Union shall indemnify and hold the County and the Judiciary harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the County and the Judiciary for purposes of complying with the provisions of this Article.

ARTICLE XVIII - Representation Fee (Agency Fee)

Section 1

Subject to the conditions set forth in the paragraphs below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative until December 31, 1992. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

It is understood that the implementation and/or continuation of the agency fee program is predicated on the demonstration by the Union that more than fifty

percent (50%) of the eligible employees in the negotiating unit are dues paying members of the Union.

After this Agreement is signed and approved pursuant to N.J.S.A. 2A:168-5, and when the Judiciary has finalized formal adoption of this system for non-member appeals, and thereafter in each year of the Agreement on January 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.

If the agency fee is discontinued, an assessment shall be made on each quarterly date, i.e, January 1, April 1, July 1 or October 1, to determine if the minimum percentage is exceeded. If the minimum percentage is exceeded the agency fee plan shall be reinstated with proper notice to affected employees.

Section 2 - Amounty of Fee

Prior to the beginning of each contract year, the Union will notify the Judiciary and the County in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with Section 1 of this Article.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessment charged by the majority representatives to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

Section 3 - Deduction and Transmission of Fee

After verification by the Judiciary and the County that an employee must pay the representation fee, the County will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The County shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

Section 4 - Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be in conformance with the internal steps and procedures established by the Union.

Section 5 - Annual Notice to Nonmembers; Copy of Demand and Return System to Public Employer

- a. Prior to the commencement of payroll deductions of the representation fee in lieu of dues for any dues year, the majority representative shall provide all persons subject to the fee with an adequate explanation of the basis of the fee, which shall include:
- (1) A statement, verified by an independent auditor or by some other suitable method, of the expenditures of the majority representative for its most recently completed fiscal year. The statement shall set forth the major categories of expenditures and shall also identify expenditures of the majority representative and its affiliates which are in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of benefits only available to nonmembers of the majority representative.
 - (2) A copy of the demand and return system established by the majority representative pursuant to Supreme Court Policy as set out on N.J.S.A. 34:13A-5.6, including instructions to persons paying the representation fee in lieu of dues, as to how to request review of the amount assessed as a representation fee in lieu of dues.
 - (3) The name and address of the financial institution where the majority representative maintains an account in which to escrow portions of representation fees in lieu of dues which are reasonably in dispute. The interest rate of the account in effect on the date the notice required by (1) above is issued shall also be disclosed.
 - (4) The amount of the annual representation fee in lieu of dues, or an explanation of the formula by which the representation fee is set, and the schedule by which the fee will be deducted from pay.
- b. The majority representative shall provide a copy of the demand and return system referred to in (a) above to the Trial Court Administrator. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he/she may appeal to a three-member board of the Public Employment Relations Commission Appeal Board.

Section 6 - Judiciary and County Held Harmless

The Union hereby agrees that it will indemnify and hold the Judiciary and the County harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from an agreement to deduct made by the Judiciary and the County in accordance with this provision. Neither the Judiciary, the County nor the employee shall be responsible for any back payment of the representation fee for any cause upon the entry or reentry of the employee into the Union. The term "excluded position" shall include, but not be limited to, confidential, managerial, exempted position, and leave of absence without pay.

If violations of any time frame occur regarding representation fee deduction, and they are brought to the attention of the Judiciary and the County, the Judiciary and the County shall review the matter and solve the problem on a prospective basis.

Section 7 - Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by the Rules of the Public Employment Relations Commission Appeal Board.

ARTICLE XIX - Pension

The County shall continue in effect the Public Employees Retirement System pension plan now in force.

ARTICLE XX - Tuition Payments

The County shall reimburse employees for the cost of tuition incurred by them for courses taken at an accredited institution of learning, provided:

1. The course is directly job-related and has received the prior approval of the employee's department head and the County Administrator, which approval shall not be unreasonably withheld;
2. The course or its equivalent is not offered by the County, at no cost to the employee;
3. The cost of the County shall not exceed fifty (\$50) dollars per credit;
4. No employee shall be entitled to reimbursement for more than six (6) credits per year;
5. The employee has successfully completed the course and proof thereof has been furnished to the County.

ARTICLE XXI - Duration and Term of Agreement

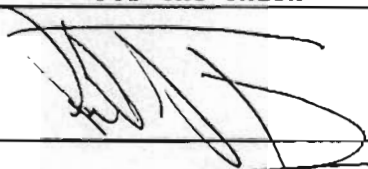
The terms of this Agreement shall become effective on January 1, 1991 and it shall continue in full force and effect until 12:00 midnight on December 31, 1992. The term of this contract shall be for the period of two (2) years and shall be retroactive to January 1, 1991 through December 31, 1992.

In witness of this Agreement, the parties to it have affixed their signature this _____ day of _____, 1992.


For the Judge

For the Union

Peter Ciolino, A.J.S.C.



 M. Patricia Smith

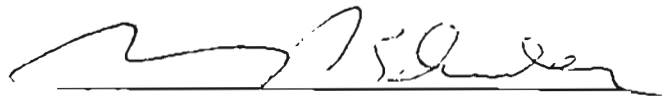


 Rose Samaci

Judiciary/County of Bergen
Understanding

At the request of the Judiciary, the Administration of the County of Bergen was actively involved in the negotiations of the 1991-92 Bergen County Court Clerks' Agreement and, as a result, do not disagree with any of the terms contained therein.

For the County

A handwritten signature in black ink, appearing to read "M. J. ...", is written over a horizontal line.

Witnessed before me this
day of _____, 1992.

Dr. Conrad J. Roncati
Trial Court Administrator