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# **AGREEMENT**

**BETWEEN**

**THE GLOUCESTER COUNTY  
PROSECUTOR**

**AND**

**THE COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO**



**Local 1085**

**January 1, 2004 – December 31, 2006**

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## PREAMBLE

**T**HIS AGREEMENT is entered into by and between the GLOUCESTER COUNTY PROSECUTOR, (hereinafter referred to as "the Employer"), and the COMMUNICATIONS WORKERS OF AMERICA (hereinafter referred to as "the Union"), for the purpose of establishing wages, hours, and other terms and conditions of employment, together with procedures for the resolution of grievances pertaining thereto.

NOW, THEREFORE, in consideration of the mutual covenants and understandings expressed herein, the parties agree as follows.

## ARTICLE 1 RECOGNITION

**1.1. Bargaining Unit.** The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all clerical and para-professional employees of the Gloucester County Prosecutor. Part-time employees shall be included, provided their work schedule consists of at least ten hours per week on average, and provided further that such schedule has continued (or is intended to continue) for at least 26 weeks. Excluded from the aforementioned units are managerial executives, confidential, police, and fire employees, part-time employees who work less than fifteen hours as defined above, and employees who are represented in other units, as well as temporary and interim employees other than those specified below.

**1.2. Temporary and Interim Employees.** The Employer may assign unit work to temporary employees outside the bargaining unit only if such temporary positions are to be filled for less than six months in any twelve-month period (regardless of hours worked) in order to address seasonal or other short-term needs as authorized under the Civil Service Act. If a temporary position exceeds six months, the employee shall be included in the appropriate bargaining unit. Interim appointees, as defined by the New Jersey Department of Personnel, shall be included in the appropriate bargaining unit upon filling a unit position for twelve consecutive months. Nothing herein shall be construed as excluding unit employees who are appointed to fill other unit positions on an interim basis.

**1.3. Work Program Participants.** Duties ordinarily performed by bargaining unit employees may be assigned to work experience or community service participants outside the unit under the following conditions only:

- (a) Written notice shall be provided to the union at least 10 days before any participant begins work.
- (b) The union shall be apprised of the nature of the work to be assigned.
- (c) No such assignment shall be made or continued if the positions of employees who ordinarily perform such work have been reduced in number within the past 12 months or if any such positions remain unfilled for longer than three months.

**1.4. Use of Titles.** Whenever titles are used in this Agreement, they shall be understood to include the plural as well as the singular and to include males and females.

## **ARTICLE 2 MANAGEMENT RIGHTS**

**2.1. Rights Reserved.** The Employer shall not be limited in the exercise of his statutory management functions and hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it 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:

(a) The executive management and administrative control of the County Prosecutor's Office and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the Employer.

(b) To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

(c) The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the County Prosecutor's Office after advance notice thereof to the employees and to require compliance by the employees is recognized.

(d) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

(e) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

(f) To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.

(g) To subcontract any of the work performed by employees covered by this Agreement for reasons of economy or other legitimate business reasons provided the Union is consulted sixty (60) days in advance.

**2.2. Limitations.** In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

**2.3. Statutory Rights.** Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

## **ARTICLE 3 NON-DISCRIMINATION**

**3.1. Discrimination Prohibited.** In accordance with and to the extent of statute, no employee will be discriminated against on the basis of race, creed, color, national origin, sex, marital status, age, religious opinions or affiliation, handicaps, sexual or affectional orientation, or legal participation or non-participation in Union activities.

## **ARTICLE 4**

### **DEDUCTION OF UNION DUES AND REPRESENTATION FEES**

**4.1. Dues Checkoff.** The Employer agrees to make payroll deductions of Union dues when authorized to do so by the employee on the appropriate form. The amount of such deductions shall be certified to the Employer by the Secretary-Treasurer of the Union. The Employer shall remit the dues to the Union by the last day of the month following the calendar month in which such deductions are made (or earlier, if reasonably possible), together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local President. Dues deductions for employees in the bargaining unit(s) shall not be made for any other employee organization.

**4.2. Withdrawal of Dues Checkoff.** In the event any employee withdraws his or her authorization for dues deduction by notice to the County Treasurer, such dues shall be halted as of July 1 next following the date on which notice of withdrawal was filed, pursuant to *N.J.S.A. 52:14-15.9e*.

**4.3. Deduction of Representation Fees.** For all employees in the bargaining unit(s) who do not pay dues in accordance with Section 4.1 above, the Employer shall instead deduct a representation fee equal as certified by the Union pursuant to *N.J.S.A. 34:13A-5.5 et seq.*, to be remitted to the Union in the same manner as dues. In accordance with the aforementioned law and pursuant to the rules and regulations of the Public Employment Relations Commissions Appeal Board, the Union shall establish a demand-and-return system.

**4.4. New Employees.** In the case of new employees, deduction of the representation fee shall not take effect until thirty (30) days after the date of hire.

**4.5. Employer Obligation.** It is agreed that the Employer shall have no other obligation or liability, financial or otherwise, in connection with such fees, and that once the funds deducted are remitted to the Union, the disposition of such funds shall be the sole and exclusive responsibility of the Union.

**4.6. Hold Harmless.** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability including reasonable legal fees resulting from any of the provisions of this Article or in reliance on any list, notice, or assignment furnished under this Article.

## **ARTICLE 5**

### **HOURS OF WORK**

**5.1. Maintenance of Working Hours.** The current number of working hours, consisting of a full-time work week of thirty-two and one-half (32½) hours per week, shall be maintained. The regular work day shall be from 8:30 AM to 4:00 PM, Monday through Friday, with one hour off for lunch. Alternatively, employees may choose to work from 8:00 AM to 3:30 PM or 9:00 AM to 4:30 PM, provided the Employer determines that operations permit such scheduling. The Employer may also require employees in the Victim-Witness Unit to continue their present work schedules.

(a) Part-time employees will be assigned to work a portion of the regular full-time workweek. Those part-time employees who are assigned work schedules which are intended to average at least 20 paid hours per week or who have actually averaged at least 20 paid hours per week over a period of 26 weeks will not be involuntarily reduced below this threshold.

**5.2. Meals and Breaks.** Meal and break times shall be as follows:

- (a) One hour for lunch and two fifteen-minute breaks, one in the morning and one in the afternoon.
- (b) Lunch shall be taken between the hours of 11:30 AM and 2:00 PM, unless prior approval is

received by the employee's immediate supervisor.

(c) Breaks shall be taken after 9:00 AM and before 3:00 PM.

## **ARTICLE 6 SALARIES AND WAGES**

**6.1. Salary Payments.** The present bi-weekly schedule of paydays shall remain unchanged. General salary increases shall be granted to all employees as follows:

(a) Effective January 1, 2004, each employee's salary shall be adjusted to the appropriate scale and step of Salary Schedule A (Appendix D), representing an increase of 3.25% over the employee's previous salary. Retroactive adjustments shall be made for all current employees and for all employees who have retired between January 1, 2004 and the signing of this Agreement. Such retroactive payment shall be made by separate paychecks, to be issued as soon as possible upon execution of this Agreement.

(b) Effective January 1, 2005, each employee's salary shall be adjusted to the respective scale and step of Schedule B, representing an increase of 3.25% over Schedule A.

(c) Effective January 1, 2006, each employee's salary shall be adjusted to the respective scale and step of Schedule C, representing an increase of 3.5% over Schedule B.

(d) Employees who exceed the top step of their respective salary scales shall receive the same percentage adjustments as provided to those on steps.

**6.2. Salary Ranges and Increments.** Each job classification shall be assigned a salary scale as shown in Appendix II or as otherwise agreed by the parties. The starting salary for each job classification shall be step 1 of the appropriate scale. Incremental or step increases shall be granted annually to all employees on steps 1 through 9 as of their established increment dates. Increment dates shall be established as follows:

(a) The increment date for each new employee shall be the first day of the calendar quarter following the employee's anniversary of hire.

(b) The increment date for any employee who receives a salary increase of more than 8% because of promotion to a higher title shall become the first day of the calendar quarter following the employee's anniversary of promotion.

**6.3. Longevity Payments.** As of July 1 of each year, every employee whose salary has been at step 10 or above for one year or more shall be entitled to a lump-sum longevity payment as follows:

(a) For employees with less than 15 years' service, the longevity payment shall be equal to 3% of step 1 on the appropriate scale, as shown in Column A of the salary schedules in Appendix I.

(b) For employees with at least 15 years' service, the longevity payment shall be equal to 4% of step 1, as shown in Column B.

(c) Employees with at least 20 years' service will receive a longevity payment equal to 5% of step 1, as shown in Column C.

Longevity payments will be issued no later than July 15 of each year.

**6.4. Part-Time Salaries and Wages.** Part-time salaries or wages shall be calculated by using the hourly equivalent of the corresponding full-time salary figures.

**6.5. Promotional Adjustments.** Any employee promoted to a higher job classification shall be placed on the proper step of the salary schedule as follows:

(a) If promoted one scale, the employee will remain at the same step number.

(b) For every additional scale thereafter, the employee will move back one step.

(c) If the employee was at step 10 and would otherwise have been due a longevity payment within the next 12 months, he or she will be given one additional step on the new scale. In such case the employee will receive a longevity payment as previously scheduled only if the promotion does not exceed one scale.

(d) In addition to the above, if the promotion involves a change in the number of full-time working hours, the employee will receive a one-step increase if changing from 32.5 to 35 hours or from 35 to 40 hours. If the change is from 32.5 to 40 hours, the increase will be two steps. If there is a reduction in the number of working hours, there will be a corresponding decrease in the employee's step.

(e) In no case shall an employee be placed above the maximum step or below the minimum step.

**6.6. Demotional Adjustments.** Any employee demoted to a lower classification shall be placed on the proper step as follows: if demoted one scale, the employee will remain at the same step number; for each additional scale thereafter, the employee will move forward one step. In no case, however, shall an employee be placed above the maximum step or below the minimum step.

## **ARTICLE 7 CALL-IN PAY**

**7.1. Minimum Call-In Pay.** Any employee who is called to work prior to his or her next scheduled work period shall be paid for not less than two (2) hours of work, unless the call-in immediately precedes the employee's normal workday. In those cases where the call-in is not contiguous to the regular shift, the employee shall be compensated for mileage to and from home only for the most direct round-trip route. Employees who are contacted while off-duty and perform work over the telephone only, without coming to the work site, shall be paid for not less than one-half hour of work for each call; provided, however, that a continuation of a previous call shall not count as an additional call.

## **ARTICLE 8 OUT-OF-TITLE COMPENSATION**

**8.1. Pay for Out-of-Title Work.** Any employee in the bargaining unit who is expressly assigned in writing to work in a higher job classification shall be paid for such time as if temporarily promoted in accordance with Section 6.5, commencing with the second consecutive day or the 11th aggregate work day in a calendar year. It is understood that no such assignment shall be made except in writing.

## **ARTICLE 9 OVERTIME COMPENSATION**

**9.1. Compensation.** Employees shall be compensated for overtime as follows:

(a) Employees who are required to work more than 40 hours net per week shall be paid time-and-a-half for all time worked in excess of 40 hours.

(b) Employees on a 32.5-hour workweek shall be compensated at straight time either in cash or compensatory time off, at the Employer's option, for the first 7.5 hours of overtime per week.

(c) Employees in positions that currently have a 35-hour workweek shall be paid at straight time for the first 5 hours of overtime per week. In lieu of cash, employees may elect compensatory time off if



agreeable to the Employer.

**9.2. Time Counted as Worked.** Paid unworked time shall be considered as time worked for overtime compensation purposes. In addition, approved individual days of unpaid leave for Union business will also be considered as time worked for overtime purposes. There shall be no pyramiding of time or overtime.

**9.3. Overtime Meal Payments.** Employees who are required to work overtime past 7:30 PM shall be entitled to dinner at the Employer's expense, provided the employee has been on duty (whether regular or overtime) for at least four (4) hours. The Employer shall also arrange for meals at intervals of no less than four (4) hours for employees on overtime duty, or as nearly thereto as possible. Meal allowances shall be the same as follows, unless a meal is provided by the Employer: \$6.50 for breakfast, \$7.50 for lunch, and \$12.00 for dinner.

**9.4. Distribution of Overtime.** Overtime work shall be offered as equitably as possible to employees in the appropriate job functions, utilizing a rotating overtime list whenever practicable. No employee shall be required to work overtime if other qualified employees in the appropriate job functions are available and willing to work. It is understood that the qualifications for performing the work are to be determined solely by the Employer, and where necessary all employees may be required to work a reasonable amount of overtime. Overtime records shall be made available to the Union upon reasonable request.

**9.5. Use of Compensatory Time Off.** Employees shall be responsible for using compensatory time off with reasonable promptness, by no later than the end of the calendar year in which it is earned. However, employees shall be permitted to carry over compensatory time off for any of the following reasons:

- (a) The time was earned in the month of December;
- (b) The employee was prevented from using his or her comp time because of the pressure of County business or because of approved absence from duty;
- (c) The employee's comp time balance is less than one full working day.

Employees who fail to use their accumulated comp time by the end of the calendar year, unless for a reason as specified above, shall have such comp time scheduled for them at the convenience of the Employer. Employees who resign in good standing with a balance of unused comp time shall be paid at their regular straight-time rate of pay for such time. Official comp time records shall be made available for inspection by employees upon reasonable request.

## **ARTICLE 10 TRAVEL EXPENSES**

**10.1. Mileage Reimbursements.** The Employer agrees to reimburse employees who are required to use their personal vehicles for work in accordance with the standard mileage rate for business purposes as periodically determined by the Internal Revenue Service. Expenses incurred for tolls and parking fees shall likewise be reimbursed.

**10.2. Meal Expenses.** In the event any employee is required to travel outside Gloucester County in the course of employment, he/she will be reimbursed for necessary meal expenses at a maximum rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Nothing herein shall preclude management from allowing a higher rate or including an in-county meal allowance at its sole discretion because of unusual circumstances.

**10.3. Claims for Travel Expenses.** Claims for reimbursement of travel expenses which total \$25

or more over the course of a month will be submitted for payment no later than the end of the following month. All travel expenses will be submitted before the end of the year in which they were incurred, except that expenses incurred in the month of December may be submitted by January 30 of the following year. Failure to submit a timely claim may result in denial of reimbursement.

## **ARTICLE 11 EDUCATION AND TRAINING**

**11.1. Tuition and Fees.** The Employer will reimburse employees for tuition and regular registration fees upon satisfactory completion of courses or seminars leading to advancement or improvement of skills in the employee's field or to maintain required licensure or certification, as determined by the Employer. The maximum reimbursement for each employee shall be \$800 per year in 2004, \$850 in 2005, and \$900 thereafter.

**11.2. Submission of Requests.** Requests for educational assistance shall be submitted to the Employer at least one month prior to enrollment whenever possible. The Employer will make every effort to respond within one month of the request, but in no event will be liable for any expenses incurred by an employee that have not been approved.

**11.3. Payment for Additional Certifications.** Whenever an employee obtains any certification or license at the request of the Employer, over and above the minimum legal requirements of the job, the Employer shall pay the applicable fee for such certification or license, including renewal fees.

**11.5. Training Costs.** All necessary costs incurred for purposes of training required by the Employer will be paid by the Employer.

## **ARTICLE 12 HEALTH BENEFITS**

**12.1. Health Insurance.** The Employer shall continue the following insurance for each eligible employee and his or her dependents:

(a) *Medical.* Employees may choose either of the current Patriot V or Patriot X point-of-service plans. It is understood that co-payments for the Patriot X plan shall be as set forth by Aetna U.S. Healthcare in the Patriot X/QPOS H&S 80 Plan.

(b) *Vision care.* It is understood that this shall remain a separate policy providing coverage in addition to the vision care coverage provided under the Employer's medical plans. Allowances for the following items shall be as indicated: examination, \$30; frames, \$20; single vision lenses, \$30; bifocal lenses, \$40; trifocal lenses, \$50; lenticular lenses, \$100; contact lenses, \$200.

(c) *Prescription.* The employee co-pay will be \$5.00 for each generic prescription, \$10.00 for each name-brand prescription, and, effective January 1, 2005, \$20.00 for "third-tier," non-preferred drugs. Syringes and contraceptives will be covered by the plan. Generic substitution will be mandatory whenever available, unless the physician specifies a brand-name only.

For purposes of this section, eligible employees are understood to be all full-time employees and all part-time employees who are regularly scheduled to work an average of at least twenty (20) hours per week.

**12.2. Premium Payments.** Premium charges for health insurance will be subject to the following conditions:

(a) In the case of a self-funded plan, premiums will reflect the anticipated cost to the Employer of providing the insurance, using actuarial estimates or experience factors.

(b) Employees on active pay status will be required to contribute toward the cost of medical insurance to the extent that the monthly premium for their selected coverage exceeds the applicable premium for the indemnity plan or the U.S. Healthcare HMO plan, whichever is higher.

**12.3. Temporary Disability Benefits.** The Employer agrees to provide disability coverage to all eligible employees under the State Temporary Disability Benefits Law. Coverage will be financed by employer-employee contributions as required by law.

**12.4. Dental Insurance.** The Employer shall continue to provide dental insurance for employees in accordance with the current indemnity plan. Effective January 1, 2005, the same coverage shall be offered for dependants of employees. Employees who elect dependent coverage during 2005 shall contribute \$15 per month for two-party coverage and \$35 per month for three-party (family) coverage, by means of payroll deductions. Beginning in 2006, the employee contribution shall be \$17.50 per month for two-party coverage and \$37.50 for three-party coverage. All deductions for employee contributions shall be made on a pre-tax basis in accordance with a cafeteria plan authorized under Section 125 of the Internal Revenue Code. No employee contribution shall be required for one-party coverage. There shall be no deductible for any of the services provided under the plan. As an alternative to the indemnity plan, the Employer shall continue to offer coverage through a dental plan organization, in accordance with the existing terms. Employees who elect to enroll in the dental plan organization may also enroll their dependents. However, in no case shall the Employer be required to pay a higher monthly premium for any such employee than it would have paid for the corresponding coverage under the indemnity plan. Any premium costs incurred by an employee in excess of the indemnity plan rates will be paid by the employee through payroll deductions on a pre-tax basis, as authorized by Section 125 of the Internal Revenue Code. Open enrollment periods for the dental plans shall be in July of each year, for coverage beginning September 1.

**12.5. Continuation of Coverage.** Employees who terminate their employment or begin unpaid leaves of absence after the fifth day of the month shall have their health benefits continued by the Employer for one calendar month following the month in which the leave begins. Employees on approved leaves of absence may continue coverage thereafter at their own expense by paying the applicable premium charges to the employer four (4) weeks in advance of the coverage month.

**12.6. Post-Retirement Coverage.** Insurance coverage will be provided to retirees as follows:

(a) The Employer shall continue medical coverage for employees who retire on pension with at least twenty-five (25) years or more of credited service in the Public Employees' Retirement System, together with their dependents. In addition, coverage shall be continued for all employees who retire through PERS on a disability pension, together with their dependents.

(b) The Employer will provide for continuation of prescription benefits to all employees who retire with at least twenty-five (25) years of credited service in the Public Employees' Retirement System, including at least seven years of service with the County. Such coverage shall be limited to employee and spouse only.

**12.7. Change of Insurance Carrier.** The Employer reserves the right to change insurance carriers or plans so long as the benefits to be provided are substantially equivalent to those of the existing plan(s).

**12.8. Waiver of Benefits.** In January of each year, employees who are enrolled in the medical or prescription plans pursuant to Section 12.1 may elect to waive either or both coverages, subject to the following provisions:

(a) Employees will be permitted to waive employer-provided medical coverage only upon furnishing proof of other medical coverage through a spouse's employer or other source. The terms of such

other coverage should be the same or better than the coverage offered by the Employer.

(b) Employees who waive medical or prescription coverage shall receive a monthly payment in lieu of insurance, depending upon the type of coverage for which they are otherwise eligible, as set forth below:

Employee-only medical: \$100 per month  
Parent/child medical: \$150 per month  
Husband/wife medical: \$175 per month  
Family medical: \$250 per month  
Employee-only prescription: \$25 per month  
Family prescription: \$50 per month

(c) Waivers of coverage shall remain in effect unless the employee elects to re-enroll during a subsequent open enrollment period or unless the employee loses his or her alternative coverage (as, for example, by termination of a spouse's employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's plan within sixty (60) days after giving notice or as soon thereafter as is permitted under the insurance then in effect.

(d) Waivers of coverage will take effect April 1 following the employee's election. Payments will commence by the end of April and will continue thereafter on a regular basis each month while the waiver of coverage remains in effect.

(e) In case of a change in dependent status, employees who have waived their health benefits will have their monthly payments adjusted to reflect the appropriate category as set forth in subsection (b) above, beginning with the month following the change in status.

(f) Employees who have waived coverage but plan to apply for post-retirement medical or prescription coverage pursuant to Section 14.6 must be re-enrolled in the respective plans prior to retirement.

**12.9. Flexible Spending Accounts.** The Employer will offer a plan by which employees may set aside a portion of their salaries in the form of flexible spending accounts, pursuant to Section 125 of the Internal Revenue Code, for payment of unreimbursed medical or dependent care expenses. The terms of the plan will be subject to the approval of both the Union and the Employer.

## **ARTICLE 13 CREDIT UNION CHECKOFF**

**13.1. Credit Union.** The Employer agrees to make payroll deductions for any employee, upon written request, to be paid to an appropriate credit union as authorized by N.J.S.A. 40A:9-17.

## **ARTICLE 14 VACATION**

**14.1. Vacation Accrual.** All full-time employees shall be credited with vacation leave based on years of continuous service to the Employer as follows:

(a) During the first calendar month of employment, employees who are hired prior to the 16th day of the month will earn one (1) working day of vacation; all others hired prior to the 24th day of the month will earn one-half (1/2) working day of vacation. During the remainder of the first calendar year, each employee will earn one (1) additional working day of vacation for each additional full month of employment.

(b) Beginning with the second calendar year of employment, employees will be entitled to twelve (12) working days of vacation.

(c) Beginning with the year in which their 5th anniversary falls, employees will be entitled to fifteen (15) working days of vacation.

(d) Beginning with the year in which their 12th anniversary falls, employees will be entitled to twenty (20) working days of vacation.

(e) Beginning with the year in which their 20th anniversary falls, employees will be entitled to twenty-five (25) working days of vacation.

**14.2. Hourly Use and Pro-ration for Part-Time Employees.** Vacation leave may be used in hourly increments. Annual allowances for part-time employees will be pro-rated.

**14.3. Vacation Carryover.** Employees shall be permitted to carry over eight vacation days or fewer from one calendar year to the next, at their option. Additional days may be carried over only if such additional leave was not taken by reason of the pressure of County business. All vacation leave carried over must be used in the succeeding calendar year.

**14.4. Payment upon Termination of Employment.** Upon the death of an employee, any earned vacation leave not used shall be calculated and paid to the estate. An employee retiring, or otherwise separating, shall be entitled to a pro-rata allowance for the current year in which the separation or retirement becomes effective. Any vacation leave which may have been carried over from the previous year will be included.

**14.5. Scheduling of Vacation.** The Employer shall provide a window period from January 1 through February 15 for employees to apply for vacation leave during the balance of the year. Vacation requests submitted during this period will be granted according to seniority, which shall be defined as length of service to the Employer, and shall be subject to the operational requirements as defined by the Employer. If there is a conflict between employees for utilizing available vacation time, seniority shall prevail. In all other cases where a scheduling conflict arises outside the specified window period, preference will be given to those vacation requests which are submitted first; provided, however, that if two or more requests are received simultaneously, seniority will prevail; and provided further that the granting of such vacation shall be subject to the operational requirements as defined by the Employer. The Employer reserves the right to approve scheduling of vacations in accordance with the provisions of this Article.

## **ARTICLE 15 HOLIDAYS**

**15.1. Specified Holidays.** There shall be a minimum of fourteen (14) holidays per year in accordance with the schedule below:

|                       |                  |                        |
|-----------------------|------------------|------------------------|
| New Year's Day        | Memorial Day     | Thanksgiving Day       |
| King's Birthday       | Independence Day | Day after Thanksgiving |
| Lincoln's Birthday    | Labor Day        | Christmas Day          |
| Washington's Birthday | Election Day     | Personal Holiday       |
| Good Friday           | Veterans' Day    |                        |

Employees shall be permitted to take their Personal Holiday in the same manner as administrative leave. Additional holidays shall be granted as legally mandated or by determination of the Employer. Holidays that fall on Saturday shall be observed on Friday, and holidays that fall on Sunday shall be observed on Monday.

**15.2. Holiday Pay Status.** To be eligible for holiday pay, an employee must be on active pay status

and must have received payment for his last scheduled day before and first scheduled day after the holiday, or the employee must be on an unpaid Union leave.

**15.3. Holiday Compensation.** Employees shall be entitled to compensatory time off at straight time for work performed on non-premium holidays. Such compensatory time off shall be used within sixty (60) calendar days at a time mutually agreeable to the Employer and employee. Work performed on premium holidays (New Year's Day, Independence Day [July 4th], Thanksgiving, and Christmas Day) shall be compensated in cash at time-and-one-half for time worked in addition to straight-time pay for the holiday as such. Independence Day, Christmas Day and New Year's Day shall be reckoned as the actual date on which they occur for purposes of determining the date of the premium holiday.

## **ARTICLE 16 SICK LEAVE**

**16.1. Sick Leave Accrual.** All full-time employees shall be entitled to paid sick leave as follows:

(a) During the first calendar month of employment, employees who are hired prior to the 16th day of the month will earn one (1) sick day; all others hired prior to the 24th day of the month will earn one-half (½) sick day.

(b) During the remainder of the first calendar year, each employee will earn one (1) sick day for each additional month of employment.

(c) Thereafter, each employee will be credited with 15 sick days at the beginning of each calendar year in anticipation of continued employment, to be earned at the rate of one and one-quarter (1 ¼) days per month. Unused sick leave shall accumulate to the employee's credit from year to year. If an employee resigns or otherwise separates from employment, he or she will be liable for any paid sick leave which has been used in excess of the pro-rata entitlement for the year.

Sick leave for part-time employees shall be pro-rated.

**16.2. Use of Sick Leave.** Sick leave may be used in whole days or in partial days, by hour, at the employee's regular rate of pay in case of personal illness, accident, exposure to contagious disease, or on a short-term basis to care for a member of the employee's immediate family who is seriously ill. "Immediate family" shall consist of father, mother, step-father, step-mother, father-in-law, mother-in-law, grandmother, grandfather, grandchild, spouse, child, foster child, sister, brother, step-sister, step-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and any relative or domestic partner of the employee residing in the employee's household.

**16.3. Reporting of Absence on Sick Leave.**

If an employee is absent for reasons that entitle the employee to sick leave, the appropriate supervisor or designee shall be notified one-half (½) hour prior to the employee's usual reporting time. Failure by the employee without sufficient cause to give the required notice may result in denial of sick leave and constitute cause for disciplinary action. Absence without notice for five (5) consecutive days shall constitute a resignation.

**16.4. Verification of Sick Leave.**

(a) Should medical evidence be required under the circumstances to verify illness for purposes of granting sick leave, the employee shall be given timely notice on a case-by-case basis. Such evidence shall include a statement certifying that the employee is fit to return to his or her job. Although failure to produce medical verification shall not be considered a disciplinary offense *per se*, it is understood that such failure may result in denial of sick leave. Abuse of sick leave shall be cause for disciplinary action.

(b) The Employer may require an employee who has been absent because of personal illness,

before returning to duty, to be examined at its expense by a physician chosen by the employee from a panel of physicians designated by the Employer. Such examination shall establish whether the employee is capable of performing his or her normal duties and that his or her return will not jeopardize the health of the employee or other employees.

**16.5. Substitution of Sick Leave.** In the event an employee requires sick or bereavement leave while on an approved vacation or administrative leave, the employee shall be permitted to substitute such leave accordingly with appropriate verification.

**16.6. Sick leave donation.** Any employee who has suffered from a catastrophic illness or injury may receive sick leave voluntarily donated by fellow employees, subject to the following conditions:

(a) A catastrophic illness or injury shall be understood as a condition which requires a period of treatment or recuperation, as a result of which the employee has been unable to work for at least two months or is expected to be out of work for at least two months based on medical prognosis.

(b) An employee will be eligible to receive up to 90 days of donated sick leave, provided he or she has exhausted all accrued sick, vacation, and administrative leave.

(c) An employee may donate up to 5 sick days to another employee provided he or she retains a balance of at least 40 sick days. An employee may donate up to 10 days provided he or she retains a balance of 80 days, or up to 15 days with a balance of 120 days.

(d) Any donated sick days that remain unused by the recipient upon his or her return to work will be restored to the donor employees on a pro-rated basis.

(e) No employee shall be subject to coercion of any kind in connection with the donation of sick leave. Donations will be strictly confidential.

## **ARTICLE 17**

### **MISCELLANEOUS PAID LEAVE**

**17.1. Administrative Leave.** Employees shall be allowed two (2) days off with pay annually, except that employees hired on or after July 1 shall be entitled to only one (1) administrative leave day in the first year of service. Except in cases of emergency, requests for administrative leave shall be submitted at least two (2) working days in advance to the appropriate department head. It is understood that in order to maintain sufficient service levels, management reserves the right to deny a request for administrative leave if services would be interrupted, hindered, or obstructed.

**17.2. Emergency Excusals.** In case of adverse weather or other emergency, the Employer may, at its discretion, excuse the employees from work without loss of pay.

(a) Employees who are required to work on such days while the rest of the work force is excused shall receive straight-time compensatory time off or cash at the option of the Employer for the time worked. Employees who are on leave or scheduled off in such cases shall not be entitled to any additional compensation as a result of emergency excusals.

(b) Employees who are not excused from work but are nonetheless prevented from getting to the job because of emergency conditions shall be permitted to use administrative leave, vacation, or compensatory time off, unless the Employer offers transportation to and from the job.

**19.3. Jury Duty.** Employees who are summoned for jury duty shall be excused from work without loss of pay for such time as may be needed. If an employee is dismissed from jury duty before the end of his or her shift, the employee shall be expected to return to work, unless expressly excused by the appropriate supervisor or department head. An employee who is excused from work shall be required to turn over to the Employer any per diem fee received for jury duty.

#### **17.4. Disability Leave.**

(a) In case of disability due to illness or injury as a result of, or arising from, an employee's job, the Employer shall provide paid disability leave as follows:

- (1) Two (2) weeks at 100% of base pay;
- (2) Twenty-four (24) weeks at 85% of base pay.

Employees shall not be required to use their regular sick leave in such cases, provided the insurance carrier has determined that the disability is job-related. In the event the employee receives periodic Workers' Compensation benefits, disability leave payments will be offset or reduced correspondingly to prevent duplication. After twenty-six (26) weeks of paid disability leave, employees who are so entitled will receive state-mandated Workers' Compensation benefits only.

(b) While on paid disability leave, the employee will accrue vacation and sick leave and will be covered by the health insurance provisions of this Agreement. In no event, however, shall the employee be entitled in any calendar year to more than fifty-two (52) weeks of paid leave inclusive of sick and vacation time. The employee will accrue clothing allowance on a pro-rated basis for the time actually worked during the year.

(c) Employees will be permitted time off without loss of pay for doctor's visits or therapy during the workday in connection with any compensable illness or injury.

#### **17.5. Bereavement Leave.**

(a) Employees covered under this Agreement shall suffer no loss of regular straight-time pay for absence due to death in the immediate family, up to a maximum of four (4) days annually.

(b) For purposes of this section, "immediate family" shall include the following relatives of the employee or the employee's spouse or domestic partner: father, mother, step-father, step-mother, grandmother, grandfather, grandchild, spouse, child, foster child, sister, brother, step-sister, step-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, first cousin, aunt, and uncle. In addition, "immediate family" shall include any relative or domestic partner of the employee residing in the employee's household.

(c) Sick leave may be utilized for bereavement in excess of the bereavement leave provided for in this section.

(d) Reasonable documentation of a death in the employee's immediate family should be produced by the employee if requested by the Employer. Although failure to produce documentation shall not be considered a disciplinary offense *per se*, it is understood that such failure may result in denial of bereavement leave.

## **ARTICLE 18 UNPAID LEAVES OF ABSENCE**

**18.1. Requests for Leave.** Upon written request, including proper documentation, an employee may be granted, subject to the approval of the Employer, a leave of absence without pay for up to six months where necessary for medical reasons, maternity or paternity, or for other reasons satisfactory to the Employer. The request for a leave of absence must be made not less than two (2) weeks prior to the commencement of the leave, except in cases of extreme emergency. Such leave may be extended for an additional six months where circumstances warrant. Upon returning from an approved leave, an employee shall be restored to an equivalent position.

**18.2. Pregnancy Leave.** Disability due to pregnancy shall be considered as any other disability in accordance with Federal law.



**18.3. Family and Medical Leave.** All applicable requirements of the state Family Leave Act and the federal Family and Medical Leave Act shall be followed with respect to employees who request leave for the following purposes:

- (a) childbirth;
- (b) care of a newborn child, a newly adopted child, or a newly placed foster child;
- (c) care of a parent, child or spouse with a serious health condition; or
- (d) a serious health condition on the part of the employee.

In accordance with the FMLA, employees with at least one year of service who have worked for the Employer at least 1,250 hours in the preceding 12 months (1,000 hours under the FLA) are entitled to 12 weeks of qualifying leave during a 12-month period (24-month period under the FLA). An employee's 12-month leave period shall be measured beginning with his or her first day of FMLA leave. Paid leave time will count as time worked for purposes of meeting the hours-of-work threshold. However, paid vacation, administrative, or compensatory time off shall not be counted against an employee's 12-week FMLA or FLA entitlement, regardless of whether such leave is used for an otherwise qualifying reason.

**18.4. Continuation of Health Benefits.** Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after employer-paid coverage ends by paying the monthly premiums prior to the coverage month. In addition, an eligible employee who takes leave qualifying under the state Family Leave Act or the federal Family and Medical Act shall have coverage continued by the Employer during such leave.

## **ARTICLE 19 UNION LEAVE**

**19.1. Leave for Union Activities.** The Employer agrees to allow a total of twenty (20) days aggregate unpaid leave annually for all employees who are represented by the Union to participate in Union activities. Such days may be utilized in one-half day increments. All requests for Union leave must be submitted at least forty-eight (48) hours in advance, unless waived. Requests for union leave shall not be unreasonably denied.

**19.2. Leave for Union Office.** On request, the Employer shall allow six months unpaid leave for one employee designated by the Union to work in an elective or appointed Union position, provided the request is made at least twenty-one (21) days in advance. Such leaves shall be renewable for an additional six months, with the same notice requirement. Upon the expiration of such leave, full benefits shall be restored to the affected employees.

**19.3. Release Time for Meetings with Management.** No Union representative shall suffer a loss in pay while attending any jointly agreed Union-Employer meeting, or for reasonable travel time to and from such meetings. It is understood that such joint meeting and travel time is considered work time. This section is not intended to include time other than the regularly scheduled base work day.

## **ARTICLE 20 GRIEVANCE PROCEDURE**

**20.1. Purpose.** The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment, consistent with applicable laws, regulations, contractual obligations, operational requirements, and standards of fairness. Nothing herein shall be construed as preventing an employee having a grievance from discussing

the matter informally with any appropriate supervisor.

**20.2. Contractual Grievances.** The grievance procedure as set forth below shall apply only to grievances concerning alleged violations of this Agreement.

**20.3. General Provisions.**

(a) *Election of remedies.* In the event an appeal is taken by an employee or the Union on behalf of an employee to the State Merit System Board, Division on Civil Rights, court, or other forum provided by law, the appellant (*i.e.*, employee and/or Union) shall not be entitled to pursue the matter further by means of the grievance procedure set forth herein.

(b) Formal grievances shall be presented through the Union, and an aggrieved employee shall be represented at all stages of the grievance procedure by a steward or other designated Union representative. Notwithstanding this provision, if the Union declines to present a grievance on behalf of an employee, the employee may present the grievance himself or herself at the lowest applicable level of the grievance procedure.

(c) A grievance must be filed within 21 calendar days after the occurrence giving rise to the grievance. Failure to file or advance a grievance within the prescribed time limits shall constitute forfeiture. However, time limits for filing or responding to grievances at any step may be extended by consent of the parties.

(d) Union representatives shall be afforded reasonable opportunity to investigate and process grievances during working hours without loss of regular straight-time pay, provided that permission is obtained in advance from the appropriate department head or his/her designee if this should require the union representative to be absent from the job or to be otherwise relieved of his or her regular responsibilities for a temporary period.

(e) Grievances shall be initiated at the lowest step of the grievance procedure in which the management representative has authority to adjust the matter. Steps may also be waived in appropriate circumstances by agreement of the parties.

(f) Grievances processed through the steps of the grievance procedure as provided herein shall be in writing and signed by the grievant or Union representative. Responses shall also be in writing.

**20.4. Steps.**

*Step 1.* The grievance shall be taken to the immediate supervisor, who shall make an effort to resolve the problem and respond within seven (7) calendar days.

*Step 2.* If the matter is not resolved at the previous level, the grievance may be submitted within fourteen (14) calendar days after receipt of management's response, to the County Prosecutor or designee, who shall render a decision within fourteen (14) calendar days thereafter. If requested, an informal conference will be provided prior to the decision.

*Step 3.* If the Union is not satisfied with the response to the grievance at the preceding step, demand for arbitration may be made by the Union within thirty (30) calendar days thereafter. Unless agreed otherwise by the parties, the arbitrator shall be selected through the Public Employment Relations Commission and pursuant to its procedures.

(a) Arbitration shall be limited to grievances based upon the interpretation, application, or violation of an express provision of this Agreement. A disciplinary grievance involving discharge or suspension, fine or demotion equivalent to three (3) days or more may be submitted to binding arbitration except where preempted by a statutory right of appeal to the New Jersey Merit System Board. If the grievance involves suspension of less than three days, it may be submitted to advisory arbitration or may be pursued in such other legal forum as may be available.

(b) The arbitrator shall not add to, subtract from, or modify the terms of this Agreement.

(c) No more than one grievance or issue may be submitted to a single arbitrator unless otherwise

agreed to in writing by the parties.

(d) It is understood that arbitration is limited to the four corners of the Agreement and the arbitrator is not to consider any past practice precedent.

(e) The arbitrator shall issue an award in writing to the parties, which shall be final and binding.

(f) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the County and the Union. Any other expenses shall be paid by the party incurring them.

## **ARTICLE 21 DISCIPLINARY ACTIONS**

**21.1. Just Cause.** All disciplinary actions shall be for just cause. Penalties for misconduct may consist of written reprimands, suspensions, fines, demotions, or discharge. It is understood that demotions or discharges resulting from layoffs or Department of Personnel bumping procedures are not to be considered disciplinary actions. Except in extreme cases of misconduct, discipline shall be intended as corrective and shall be progressive in nature.

**21.2. Disciplinary Charges.** Employees are obligated to comply conscientiously with all rules and regulations of the Employer, provided such rules do not conflict with the express provisions of this Agreement and are not otherwise unlawful or improper. Employees may be disciplined for incompetence, inefficiency, or failure to perform assigned duties; insubordination; inability to perform assigned duties; chronic or excessive absenteeism or lateness; conviction of a crime; conduct unbecoming a public employee; neglect of duty; misuse of public property; discrimination in regard to equal employment opportunity, including sexual harassment; and other sufficient cause.

**21.3. Union Representation at Hearings.** An employee is entitled to have Union-appointed representation at any disciplinary hearing. Employees who are required as witnesses at such hearings, as well as the union representative, shall suffer no loss of regular straight-time pay, provided every effort is made to keep the loss of working time to a minimum.

**21.4. Weingarten Rights.** An employee who reasonably believes that he or she may be subject to disciplinary action in connection with any questioning by the Employer, shall be entitled to have a Union representative present during such questioning. This shall not apply to interviews which are intended only to provide counseling, information, or instruction.

**21.5.** Any employee who receives a preliminary notice of major disciplinary action pursuant to Department of Personnel rules shall be allowed ten days in which to request a departmental hearing.

### **21.6. Drug Testing.**

(a) It is understood that all new employees are required to submit to a drug/alcohol test as a pre-condition of employment or re-employment. A positive result is the basis for dismissal or rejection for employment and is not subject to the grievance procedure.

(b) A current employee will be required to undergo drug testing if there is a reasonable suspicion of illegal drug use by the employee, which determination shall be made by the County Prosecutor, the First Assistant Prosecutor, the Chief of County Detectives, or the employee's immediate supervisor according to the following criteria:

(1) The employee manifests some physical signs or behavior indicating a reasonable basis for suspicion that the employee may be using drugs; or

(2) The employee's work product or activities have changed to such an extent that a reasonable basis exists for believing that he/she may be using drugs; or

- (3) Other reasonable basis exists for suspecting illegal drug use.
- (c) The following procedures shall be utilized with respect to drug testing:
  - (1) The results of any drug test shall remain confidential;
  - (2) Sample collection and testing shall be performed by qualified medical laboratory personnel;
  - (3) Any positive test shall be subject to confirmation by a second test using gas chromatography/mass spectrometry or another comparable method;
  - (4) The testing laboratory shall furnish to the Employer a description of its methodology, preserve any positive specimens, and document the chain of custody.
- (d) Employees who test positive for illegal drug use shall be subject to discipline, up to and including termination.
- (e) Drug testing shall be done as confidentially as possible and with respect for the dignity of employees. Employees will be entitled to have a union representative present for any drug test.

## **ARTICLE 22 PERSONNEL RECORDS**

**22.1. Personnel Records and Notices.** Upon reasonable prior request, the non-confidential personnel records of any employee shall be open to the inspection of the employee. Any such review shall be done in the presence of the employee's immediate supervisor or his designee. Copies of the contents shall be available upon request. Any employee who is appointed to a new title or receives a promotion will be given written notice of such new title or promotion, with the effective date thereof.

**22.2. Disciplinary Records.** An employee will be given a copy of any disciplinary document which is placed in the employee's non-confidential official personnel record file.

**22.3. Furnishing of Personnel Information to the Union.** The Employer will furnish to the Union on a monthly basis a listing of all new hires, terminations, title changes, and reassignments from one department to another within the bargaining unit(s). Upon reasonable prior request, the Employer will also furnish to the Union a list of home addresses for employees represented by the Union.

## **ARTICLE 23 SENIORITY AND BREAKS IN SERVICE**

**23.1. Resignations.** Employees who resign will give two weeks' notice, except that the Employer may consent to shorter notice if circumstances reasonably prevent the employee from giving the required notice. An employee may be permitted to rescind his or her resignation for good cause within seventy-two (72) hours after submission.

**23.2. Seniority Defined.** Seniority will be defined as length of employment for the same jurisdiction, beginning with the employee's date of hire, without actual interruption due to resignation, retirement, or removal. Employees who resign in good standing and are subsequently rehired within sixty (60) days will be considered to have no interruption in continuous service.

## **ARTICLE 24 JOB OPENINGS**

**24.1. Posting.** All job openings shall be posted on an appropriate bulletin board for a period of at least five (5) working days prior to filling such opening. However, such posting shall not be required in the case of regular appointments to be made from certifications issued by the New Jersey Department of Personnel. Employees may apply for posted positions within the five (5) working days. Nothing herein shall restrict the Employer's right to assign work on an interim basis.

**24.2. Promotional Criteria.** The Employer reserves sole determination to make promotional appointments. In all instances, the employees promoted must possess the skill, knowledge, and potential ability to learn the job within a reasonable period of time, to be determined by the Employer. When qualifications are substantially equal, the Employer will consider seniority before making the appointment.

## **ARTICLE 25 LAYOFFS**

**25.1. Notice of Layoffs.** The Employer agrees that the Union shall be given advance written notification if lay-offs are anticipated, stating the reasons for such action. Lay-offs shall be in accordance with Department of Personnel rules and regulations, where applicable.

**25.2. Rights of Provisional and Unclassified Employees.** Provisional and unclassified employees who have been employed for more than ninety (90) days shall be entitled to twenty-one (21) days' notice in the event of layoff and shall be laid off and recalled on the basis of "last in, first out" per job title. In the event openings become available, laid-off employees will be eligible for recall in reverse order of layoff for a period of one (1) year from separation.

## **ARTICLE 26 HEALTH AND SAFETY**

**26.1. Health and Safety Committee.** There shall be a Health and Safety Committee composed of two (2) members selected by the Employer and two (2) selected by the Union. The committee shall meet to discuss substantive problems that may arise from time to time regarding health and safety concerns. In the event the Employer schedules a meeting of the Health and Safety Committee during working hours, employee members of the Committee shall suffer no loss of regular straight-time pay.

**26.2. Legal Mandates.** Statutory and regulatory mandates regarding occupational and environmental health and safety incumbent upon the Employer shall continue to be observed.

**26.3. Safe and Healthy Workplace.** The Employer agrees to provide a safe and healthy workplace in accordance with accepted standards and regulations.

## **ARTICLE 27 BULLETIN BOARDS**

**27.1. Furnishing of Union Bulletin Boards.** Reasonable space will be provided by the Employer for Union materials to be posted on centrally located bulletin boards at such work sites as shall be mutually

agreed upon. This space shall be designated solely for Union use.

## **ARTICLE 28 SUPPLEMENTAL COMPENSATION FOR RETIREES**

**28.1. Payments upon Retirement.** Upon retiring on pension, an employee shall be eligible for a one-time supplemental payment based on the number of unused sick days remaining to the employee's credit.

**28.2. Calculation of Payment to Retirees.** The supplemental payment for retirees will be calculated as follows:

- (a) The number of unused sick days will be divided in half;
- (b) The result in (a) will be multiplied by the value of a day's pay for the employee at retirement;
- (c) The resulting figure will constitute the supplemental payment, except that in no case shall such payment exceed \$10,000.

## **ARTICLE 29 EVALUATIONS**

**29.1. Periodic Evaluation.** Each employee may be evaluated in writing at least once per year as management may deem necessary or as required by Department of Personnel rules and regulations or other such legal mandates. Nothing herein is intended to preclude corrective action by the Employer at any time management considers it necessary.

**29.2. Evaluation Criteria.** Employees shall be informed of evaluation criteria as soon as developed by the Employer and informed of any subsequent changes in evaluation criteria.

**29.3. Review of Evaluation.** The completed evaluation shall be shown to the employee for review, and such employee shall affix his/her signature. Such signature shall not indicate agreement or disagreement with the contents of the evaluation. A copy will be furnished to the employee concerned.

**29.4. Conference.** If requested, the appropriate supervisor shall provide a conference to the employee in order to discuss the evaluation and improvement goals where applicable.

**29.5. Reconsideration and Exceptions.** If the employee disagrees with the evaluation, he/she may request a reconsideration and/or note exceptions to the official record.

**29.6. Appeals.** Appeal of the evaluation may be made through the grievance procedure, except that final and binding determination shall reside with the County Prosecutor. If the evaluation is a primary or contributing factor in any adverse action, the employee shall have such appeal rights as provided by law or this Agreement.

## **ARTICLE 30 MAINTENANCE OF OPERATIONS**

**30.1. Governmental Operations.** It is recognized that the need for continued and uninterrupted operation of the Employer's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations.

**30.2. Job Actions Prohibited.** The Union covenants and agrees that neither the Union nor any

person acting in its behalf, will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike, work stoppage, slowdown, walkout or other job action against the Employer during the term of this Agreement. It is understood that employees who participate in such activities may be subject to disciplinary action.

**30.3. Judicial Relief.** Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

## **ARTICLE 31 INDEMNIFICATION**

**31.1. Tort Claims.** Any employee who is required to pay damages as a result of any tort claims arising out of and in the course of his/her employment shall be entitled to indemnification by the Employer as provided by *N.J.S.A. 59:10-4*.

## **ARTICLE 32 OUTSIDE EMPLOYMENT**

**32.1. Notification of Outside Employment.** Employees must annually notify the Employer of any outside employment. The Employer may prohibit employees from accepting or continuing any outside employment which constitutes a conflict with the discharge of the employee's duties.

## **ARTICLE 33 SEVERABILITY AND SAVINGS**

**33.1. Partial Invalidity.** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE 34 FULLY-BARGAINED CLAUSE**

**34.1. Integration of Agreement.** This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**34.2. Modification.** This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**34.3. Reopener.** Upon ratification of this Agreement, the parties shall open negotiations concerning upgrades for such job titles as either party may propose.

**ARTICLE 35**  
**TERM OF AGREEMENT**

**35.1. Effective Dates.** This Agreement shall be effective immediately on the date of signing below and shall continue in full force and effect through December 31, 2006. The parties shall commence negotiations on a successor Agreement pursuant to regulations of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this 6<sup>th</sup> day of AUGUST, 2004.

FOR THE UNION

FOR THE EMPLOYER

Richard A. Dann

Jan F. Altman

Cynthia A. Morelli

Lynn Buckley Gately



**APPENDIX I**  
**SALARY SCHEDULE A**  
**(Effective January 1, 2004)**

This schedule represents a 3.25% increase over the previous salary schedule.

| Scale | Incr.    | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | A     | B     | C     |
|-------|----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|-------|-------|-------|
| 01    | 674.43   | 22,481 | 23,155 | 23,830 | 24,504 | 25,179 | 25,853 | 26,528 | 27,202 | 27,876 | 28,551  | 674   | 899   | 1,124 |
| 02    | 701.49   | 23,383 | 24,084 | 24,786 | 25,487 | 26,189 | 26,890 | 27,592 | 28,293 | 28,995 | 29,696  | 701   | 935   | 1,169 |
| 03    | 729.87   | 24,329 | 25,059 | 25,789 | 26,519 | 27,248 | 27,978 | 28,708 | 29,438 | 30,168 | 30,898  | 730   | 973   | 1,216 |
| 04    | 759.54   | 25,318 | 26,078 | 26,837 | 27,597 | 28,356 | 29,116 | 29,875 | 30,635 | 31,394 | 32,154  | 760   | 1,013 | 1,266 |
| 05    | 790.77   | 26,359 | 27,150 | 27,941 | 28,731 | 29,522 | 30,313 | 31,104 | 31,894 | 32,685 | 33,476  | 791   | 1,054 | 1,318 |
| 06    | 823.59   | 27,453 | 28,277 | 29,100 | 29,924 | 30,747 | 31,571 | 32,395 | 33,218 | 34,042 | 34,865  | 824   | 1,098 | 1,373 |
| 07    | 858.06   | 28,602 | 29,460 | 30,318 | 31,176 | 32,034 | 32,892 | 33,750 | 34,608 | 35,466 | 36,325  | 858   | 1,144 | 1,430 |
| 08    | 894.24   | 29,808 | 30,702 | 31,596 | 32,491 | 33,385 | 34,279 | 35,173 | 36,068 | 36,962 | 37,856  | 894   | 1,192 | 1,490 |
| 10    | 932.22   | 31,074 | 32,006 | 32,938 | 33,871 | 34,803 | 35,735 | 36,667 | 37,600 | 38,532 | 39,464  | 932   | 1,243 | 1,554 |
| 11    | 971.94   | 32,398 | 33,370 | 34,342 | 35,314 | 36,286 | 37,258 | 38,230 | 39,202 | 40,174 | 41,145  | 972   | 1,296 | 1,620 |
| 12    | 1,013.85 | 33,795 | 34,809 | 35,823 | 36,837 | 37,850 | 38,864 | 39,878 | 40,892 | 41,906 | 42,920  | 1,014 | 1,352 | 1,690 |
| 13    | 1,057.71 | 35,257 | 36,315 | 37,372 | 38,430 | 39,488 | 40,546 | 41,603 | 42,661 | 43,719 | 44,776  | 1,058 | 1,410 | 1,763 |
| 14    | 1,103.85 | 36,795 | 37,899 | 39,003 | 40,107 | 41,210 | 42,314 | 43,418 | 44,522 | 45,626 | 46,730  | 1,104 | 1,472 | 1,840 |
| 15    | 1,152.42 | 38,414 | 39,566 | 40,719 | 41,871 | 43,024 | 44,176 | 45,329 | 46,481 | 47,633 | 48,786  | 1,152 | 1,537 | 1,921 |
| 16    | 1,203.24 | 40,108 | 41,311 | 42,514 | 43,718 | 44,921 | 46,124 | 47,327 | 48,531 | 49,734 | 50,937  | 1,203 | 1,604 | 2,005 |
| 17    | 1,256.76 | 41,892 | 43,149 | 44,406 | 45,662 | 46,919 | 48,176 | 49,433 | 50,689 | 51,946 | 53,203  | 1,257 | 1,676 | 2,095 |
| 18    | 1,312.80 | 43,760 | 45,073 | 46,386 | 47,698 | 49,011 | 50,324 | 51,637 | 52,950 | 54,262 | 55,575  | 1,313 | 1,750 | 2,188 |
| 19    | 1,371.57 | 45,719 | 47,091 | 48,462 | 49,834 | 51,205 | 52,577 | 53,948 | 55,320 | 56,692 | 58,063  | 1,372 | 1,829 | 2,286 |
| 20    | 1,433.49 | 47,783 | 49,216 | 50,650 | 52,083 | 53,517 | 54,950 | 56,384 | 57,817 | 59,251 | 60,684  | 1,433 | 1,911 | 2,389 |
| 21    | 1,498.32 | 49,944 | 51,442 | 52,941 | 54,439 | 55,937 | 57,436 | 58,934 | 60,432 | 61,931 | 63,429  | 1,498 | 1,998 | 2,497 |
| 22    | 1,566.54 | 52,218 | 53,785 | 55,351 | 56,918 | 58,484 | 60,051 | 61,617 | 63,184 | 64,750 | 66,317  | 1,567 | 2,089 | 2,611 |
| 23    | 1,638.12 | 54,604 | 56,242 | 57,880 | 59,518 | 61,156 | 62,795 | 64,433 | 66,071 | 67,709 | 69,347  | 1,638 | 2,184 | 2,730 |
| 24    | 1,713.12 | 57,104 | 58,817 | 60,530 | 62,243 | 63,956 | 65,670 | 67,383 | 69,096 | 70,809 | 72,522  | 1,713 | 2,284 | 2,855 |
| 25    | 1,792.29 | 59,743 | 61,535 | 63,328 | 65,120 | 66,912 | 68,704 | 70,497 | 72,289 | 74,081 | 75,874  | 1,792 | 2,390 | 2,987 |
| 26    | 1,874.97 | 62,499 | 64,374 | 66,249 | 68,124 | 69,999 | 71,874 | 73,749 | 75,624 | 77,499 | 79,374  | 1,875 | 2,500 | 3,125 |
| 27    | 1,961.82 | 65,394 | 67,356 | 69,318 | 71,279 | 73,241 | 75,203 | 77,165 | 79,127 | 81,089 | 83,050  | 1,962 | 2,616 | 3,270 |

**SALARY SCHEDULE B**  
**(Effective January 1, 2005)**

This schedule represents a 3.25% increase over the previous salary schedule.

| Scale | Incr.    | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | A     | B     | C     |
|-------|----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|-------|-------|-------|
| 01    | 696.36   | 23,212 | 23,908 | 24,605 | 25,301 | 25,997 | 26,694 | 27,390 | 28,087 | 28,783 | 29,479  | 696   | 928   | 1,161 |
| 02    | 724.29   | 24,143 | 24,867 | 25,592 | 26,316 | 27,040 | 27,764 | 28,489 | 29,213 | 29,937 | 30,662  | 724   | 966   | 1,207 |
| 03    | 753.60   | 25,120 | 25,874 | 26,627 | 27,381 | 28,134 | 28,888 | 29,642 | 30,395 | 31,149 | 31,902  | 754   | 1,005 | 1,256 |
| 04    | 784.23   | 26,141 | 26,925 | 27,709 | 28,494 | 29,278 | 30,062 | 30,846 | 31,631 | 32,415 | 33,199  | 784   | 1,046 | 1,307 |
| 05    | 816.48   | 27,216 | 28,032 | 28,849 | 29,665 | 30,482 | 31,298 | 32,115 | 32,931 | 33,748 | 34,564  | 816   | 1,089 | 1,361 |
| 06    | 850.35   | 28,345 | 29,195 | 30,046 | 30,896 | 31,746 | 32,597 | 33,447 | 34,297 | 35,148 | 35,998  | 850   | 1,134 | 1,417 |
| 07    | 885.96   | 29,532 | 30,418 | 31,304 | 32,190 | 33,076 | 33,962 | 34,848 | 35,734 | 36,620 | 37,506  | 886   | 1,181 | 1,477 |
| 08    | 923.31   | 30,777 | 31,700 | 32,624 | 33,547 | 34,470 | 35,394 | 36,317 | 37,240 | 38,163 | 39,087  | 923   | 1,231 | 1,539 |
| 10    | 962.52   | 32,084 | 33,047 | 34,009 | 34,972 | 35,934 | 36,897 | 37,859 | 38,822 | 39,784 | 40,747  | 963   | 1,283 | 1,604 |
| 11    | 1,003.53 | 33,451 | 34,455 | 35,458 | 36,462 | 37,465 | 38,469 | 39,472 | 40,476 | 41,479 | 42,483  | 1,004 | 1,338 | 1,673 |
| 12    | 1,046.79 | 34,893 | 35,940 | 36,987 | 38,033 | 39,080 | 40,127 | 41,174 | 42,221 | 43,267 | 44,314  | 1,047 | 1,396 | 1,745 |
| 13    | 1,092.09 | 36,403 | 37,495 | 38,587 | 39,679 | 40,771 | 41,863 | 42,956 | 44,048 | 45,140 | 46,232  | 1,092 | 1,456 | 1,820 |
| 14    | 1,139.73 | 37,991 | 39,131 | 40,270 | 41,410 | 42,550 | 43,690 | 44,829 | 45,969 | 47,109 | 48,249  | 1,140 | 1,520 | 1,900 |
| 15    | 1,189.86 | 39,662 | 40,852 | 42,042 | 43,232 | 44,421 | 45,611 | 46,801 | 47,991 | 49,181 | 50,371  | 1,190 | 1,586 | 1,983 |
| 16    | 1,242.36 | 41,412 | 42,654 | 43,897 | 45,139 | 46,381 | 47,624 | 48,866 | 50,109 | 51,351 | 52,593  | 1,242 | 1,656 | 2,071 |
| 17    | 1,297.59 | 43,253 | 44,551 | 45,848 | 47,146 | 48,443 | 49,741 | 51,039 | 52,336 | 53,634 | 54,931  | 1,298 | 1,730 | 2,163 |
| 18    | 1,355.46 | 45,182 | 46,537 | 47,893 | 49,248 | 50,604 | 51,959 | 53,315 | 54,670 | 56,026 | 57,381  | 1,355 | 1,807 | 2,259 |
| 19    | 1,416.15 | 47,205 | 48,621 | 50,037 | 51,453 | 52,870 | 54,286 | 55,702 | 57,118 | 58,534 | 59,950  | 1,416 | 1,888 | 2,360 |
| 20    | 1,480.08 | 49,336 | 50,816 | 52,296 | 53,776 | 55,256 | 56,736 | 58,216 | 59,697 | 61,177 | 62,657  | 1,480 | 1,973 | 2,467 |
| 21    | 1,547.01 | 51,567 | 53,114 | 54,661 | 56,208 | 57,755 | 59,302 | 60,849 | 62,396 | 63,943 | 65,490  | 1,547 | 2,063 | 2,578 |
| 22    | 1,617.45 | 53,915 | 55,532 | 57,150 | 58,767 | 60,385 | 62,002 | 63,620 | 65,237 | 66,855 | 68,472  | 1,617 | 2,157 | 2,696 |
| 23    | 1,691.37 | 56,379 | 58,070 | 59,762 | 61,453 | 63,144 | 64,836 | 66,527 | 68,219 | 69,910 | 71,601  | 1,691 | 2,255 | 2,819 |
| 24    | 1,768.80 | 58,960 | 60,729 | 62,498 | 64,266 | 66,035 | 67,804 | 69,573 | 71,342 | 73,110 | 74,879  | 1,769 | 2,358 | 2,948 |
| 25    | 1,850.55 | 61,685 | 63,536 | 65,386 | 67,237 | 69,087 | 70,938 | 72,788 | 74,639 | 76,489 | 78,340  | 1,851 | 2,467 | 3,084 |
| 26    | 1,935.90 | 64,530 | 66,466 | 68,402 | 70,338 | 72,274 | 74,209 | 76,145 | 78,081 | 80,017 | 81,953  | 1,936 | 2,581 | 3,227 |
| 27    | 2,025.57 | 67,519 | 69,545 | 71,570 | 73,596 | 75,621 | 77,647 | 79,672 | 81,698 | 83,724 | 85,749  | 2,026 | 2,701 | 3,376 |

**SALARY SCHEDULE C**  
**(Effective January 1, 2006)**

This schedule represents a 3.5% increase over the previous salary schedule.

| Scale | Incr.    | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | A     | B     | C     |
|-------|----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|-------|-------|-------|
| 01    | 720.72   | 24,024 | 24,745 | 25,465 | 26,186 | 26,907 | 27,628 | 28,348 | 29,069 | 29,790 | 30,510  | 721   | 961   | 1,201 |
| 02    | 749.64   | 24,988 | 25,738 | 26,487 | 27,237 | 27,987 | 28,736 | 29,486 | 30,235 | 30,985 | 31,735  | 750   | 1,000 | 1,249 |
| 03    | 779.97   | 25,999 | 26,779 | 27,559 | 28,339 | 29,119 | 29,899 | 30,679 | 31,459 | 32,239 | 33,019  | 780   | 1,040 | 1,300 |
| 04    | 811.68   | 27,056 | 27,868 | 28,679 | 29,491 | 30,303 | 31,114 | 31,926 | 32,738 | 33,549 | 34,361  | 812   | 1,082 | 1,353 |
| 05    | 845.07   | 28,169 | 29,014 | 29,859 | 30,704 | 31,549 | 32,394 | 33,239 | 34,084 | 34,930 | 35,775  | 845   | 1,127 | 1,408 |
| 06    | 880.11   | 29,337 | 30,217 | 31,097 | 31,977 | 32,857 | 33,738 | 34,618 | 35,498 | 36,378 | 37,258  | 880   | 1,173 | 1,467 |
| 07    | 916.98   | 30,566 | 31,483 | 32,400 | 33,317 | 34,234 | 35,151 | 36,068 | 36,985 | 37,902 | 38,819  | 917   | 1,223 | 1,528 |
| 08    | 955.62   | 31,854 | 32,810 | 33,765 | 34,721 | 35,676 | 36,632 | 37,588 | 38,543 | 39,499 | 40,455  | 956   | 1,274 | 1,593 |
| 10    | 996.21   | 33,207 | 34,203 | 35,199 | 36,196 | 37,192 | 38,188 | 39,184 | 40,180 | 41,177 | 42,173  | 996   | 1,328 | 1,660 |
| 11    | 1,038.66 | 34,622 | 35,661 | 36,699 | 37,738 | 38,777 | 39,815 | 40,854 | 41,893 | 42,931 | 43,970  | 1,039 | 1,385 | 1,731 |
| 12    | 1,083.42 | 36,114 | 37,197 | 38,281 | 39,364 | 40,448 | 41,531 | 42,615 | 43,698 | 44,781 | 45,865  | 1,083 | 1,445 | 1,806 |
| 13    | 1,130.31 | 37,677 | 38,807 | 39,938 | 41,068 | 42,198 | 43,329 | 44,459 | 45,589 | 46,719 | 47,850  | 1,130 | 1,507 | 1,884 |
| 14    | 1,179.63 | 39,321 | 40,501 | 41,680 | 42,860 | 44,040 | 45,219 | 46,399 | 47,578 | 48,758 | 49,938  | 1,180 | 1,573 | 1,966 |
| 15    | 1,231.50 | 41,050 | 42,282 | 43,513 | 44,745 | 45,976 | 47,208 | 48,439 | 49,671 | 50,902 | 52,134  | 1,232 | 1,642 | 2,053 |
| 16    | 1,285.83 | 42,861 | 44,147 | 45,433 | 46,718 | 48,004 | 49,290 | 50,576 | 51,862 | 53,148 | 54,433  | 1,286 | 1,714 | 2,143 |
| 17    | 1,343.01 | 44,767 | 46,110 | 47,453 | 48,796 | 50,139 | 51,482 | 52,825 | 54,168 | 55,511 | 56,854  | 1,343 | 1,791 | 2,238 |
| 18    | 1,402.89 | 46,763 | 48,166 | 49,569 | 50,972 | 52,375 | 53,777 | 55,180 | 56,583 | 57,986 | 59,389  | 1,403 | 1,871 | 2,338 |
| 19    | 1,465.71 | 48,857 | 50,323 | 51,788 | 53,254 | 54,720 | 56,186 | 57,651 | 59,117 | 60,583 | 62,048  | 1,466 | 1,954 | 2,443 |
| 20    | 1,531.89 | 51,063 | 52,595 | 54,127 | 55,659 | 57,191 | 58,722 | 60,254 | 61,786 | 63,318 | 64,850  | 1,532 | 2,043 | 2,553 |
| 21    | 1,601.16 | 53,372 | 54,973 | 56,574 | 58,175 | 59,777 | 61,378 | 62,979 | 64,580 | 66,181 | 67,782  | 1,601 | 2,135 | 2,669 |
| 22    | 1,674.06 | 55,802 | 57,476 | 59,150 | 60,824 | 62,498 | 64,172 | 65,846 | 67,520 | 69,194 | 70,869  | 1,674 | 2,232 | 2,790 |
| 23    | 1,750.56 | 58,352 | 60,103 | 61,853 | 63,604 | 65,354 | 67,105 | 68,855 | 70,606 | 72,356 | 74,107  | 1,751 | 2,334 | 2,918 |
| 24    | 1,830.72 | 61,024 | 62,855 | 64,685 | 66,516 | 68,347 | 70,178 | 72,008 | 73,839 | 75,670 | 77,500  | 1,831 | 2,441 | 3,051 |
| 25    | 1,915.32 | 63,844 | 65,759 | 67,675 | 69,590 | 71,505 | 73,421 | 75,336 | 77,251 | 79,167 | 81,082  | 1,915 | 2,554 | 3,192 |
| 26    | 2,003.67 | 66,789 | 68,793 | 70,796 | 72,800 | 74,804 | 76,807 | 78,811 | 80,815 | 82,818 | 84,822  | 2,004 | 2,672 | 3,339 |
| 27    | 2,096.46 | 69,882 | 71,978 | 74,075 | 76,171 | 78,268 | 80,364 | 82,461 | 84,557 | 86,654 | 88,750  | 2,096 | 2,795 | 3,494 |

## APPENDIX II TITLES AND SCALES

|    |   |    |                                       |
|----|---|----|---------------------------------------|
| 03 | Account Clerk Typing  | 07 | Principal Index Clerk                 |
| 13 | Administrative Clerk  | 08 | Principal Index Clerk Typing          |
| 13 | Administrative Secretary  | 11 | Principal Legal Stenographer          |
| 01 | Clerk   | 13 | Prosecutor's Agent (Trial Aide)       |
| 02 | Clerk Transcriber   | 03 | Receptionist Transcribing             |
| 02 | Clerk Typist*   | 03 | Receptionist Typing                   |
| 06 | Community Relations Aide*   | 04 | Receptionist/Senior Clerk Transcriber |
| 21 | Coordinator of Nurse Examiners<br>(Victims of Sexual Assault Program)** | 11 | Secretarial Assistant Typing          |
| 15 | Counselor Victim-Witness Program  | 05 | Senior Account Clerk Typing           |
| 03 | Data Entry Machine Operator   | 04 | Senior Clerk Transcriber              |
| 02 | Docket Clerk  | 04 | Senior Clerk Typist*                  |
| 03 | Docket Clerk Typing   | 03 | Senior Clerk*                         |
| 07 | Identification Clerk  | 05 | Senior Data Entry Machine Operator    |
| 02 | Index Clerk   | 04 | Senior Docket Clerk                   |
| 03 | Index Clerk Typing  | 05 | Senior Docket Clerk Typing            |
| 08 | Legal Secretary   | 10 | Senior Identification Clerk           |
| 15 | Paralegal Specialist  | 04 | Senior Index Clerk                    |
| 08 | Principal Account Clerk Typing  | 05 | Senior Index Clerk Typing             |
| 07 | Principal Clerk Transcriber   | 07 | Senior Legal Stenographer             |
| 07 | Principal Clerk Typist  | 05 | Senior Receptionist Typing            |
| 08 | Principal Data Entry Machine Operator                                   | 12 | Supervisor of Records                 |
| 07 | Principal Docket Clerk  | 03 | Word Processing Operator              |
| 08 | Principal Docket Clerk Typing   |    |                                       |

\*May be part-time in Victim-Witness Unit

\*\*May be part-time (31 hours per week)