



## Legislation Details (With Text)

**File #:** 22-967  
**Type:** Resolution      **Status:** Passed  
**File created:** 9/19/2022      **In control:** Administration and Finance  
**On agenda:** 9/27/2022      **Final action:** 9/27/2022  
**Enactment date:** 9/27/2022      **Enactment #:** R-22-0825

**Title:** RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF PASSAIC AND THE PASSAIC COUNTY ASSISTANT PROSECUTORS' ASSOCIATION, REPRESENTING ASSISTANT PROSECUTORS IN THE PASSAIC COUNTY PROSECUTOR'S OFFICE, PURSUANT TO N.J.S.A. 34:13A-1, ET SEQ.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. Cover Page, 2. MOU between the Passaic County Assistant Prosecutors Association and the Passaic County Prosecutor's Office and the County of Passaic

Date	Ver.	Action By	Action	Result
9/27/2022	1	Board of County Commissioners Regular Meeting	Adopted	Pass

**RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF PASSAIC AND THE PASSAIC COUNTY ASSISTANT PROSECUTORS' ASSOCIATION, REPRESENTING ASSISTANT PROSECUTORS IN THE PASSAIC COUNTY PROSECUTOR'S OFFICE, PURSUANT TO N.J.S.A. 34:13A-1, ET SEQ.**

**WHEREAS**, the County of Passaic (hereafter "County") is a body politic and corporate pursuant to N.J.S.A. 40:18-1 and vested with all rights contained therein; and

**WHEREAS**, pursuant to N.J.S.A. 40:20-1, the Board of County Commissioners of the County of Passaic (hereafter "Board") is vested with managing the property, finances, and affairs of the County; and

**WHEREAS**, the County and the Passaic County Assistant Prosecutors' Association (hereafter "Association"), the sole and exclusive authorized bargaining representative for all assistant prosecutors in the Passaic County Prosecutor's Office are parties to a collective bargaining agreement that will expired on December 31, 2019 (hereafter "Agreement"); and

**WHEREAS**, pursuant to N.J.S.A. 34:13A-5.3, the County and the Association, having bargained in good faith, negotiated a modification to the Agreement that will expire on December 31, 2024; and

**WHEREAS**, the changes to the Agreement were set forth in a Memorandum of Understanding (hereafter "MOU"), executed by the County and the Association, which is attached to and made part of this Resolution; and

**WHEREAS**, the MOU was presented to the Association's membership and ratified by a majority of the members, as required under the law; and

**WHEREAS**, the MOU was discussed at the meeting the Administration and Finance Committee and is being recommended to the Board for approval; and

**NOW, THEREFORE, LET IT BE RESOLVED**, pursuant to N.J.S.A. 34:14A-1, *et seq.*, that the Board of County Commissioners of the County of Passaic ratifies the Memorandum of Understanding, attached to and made part of this Resolution, between the County of Passaic and the Passaic County Assistant Prosecutors' Association, representing assistant prosecutors in the Passaic County Prosecutor's Office.

**LET IT BE FURTHER RESOLVED**, that the Clerk of the Board, County Counsel, and Director of the Board of County Commissioners are hereby authorized to amend and execute a revised Collective Bargaining Agreement, reflecting the terms and conditions set forth in the Memorandum of Understanding.

SF

September 27, 2022

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE PASSAIC COUNTY ASSISTANT PROSECUTORS ASSOCIATION  
AND  
THE PASSAIC COUNTY PROSECUTOR'S OFFICE AND THE COUNTY OF PASSAIC**

This Memorandum of Understanding ("MOU") is made on this 16th day of September 2022, by and between the parties, the Passaic County Assistant Prosecutors' Association ("Association") and the Passaic County Prosecutor's Office and County of Passaic ("Employer" or "PCPO"). The parties have agreed to the therein changes of the Collective Bargaining Agreement ("Agreement"). All terms and conditions herein shall modify the existing Agreement. Except as this MOU shall otherwise provide, all provisions of the Agreement shall remain in full force and effect and shall be incorporated into the successor agreement.

The parties acknowledge these terms and conditions are subject to ratification by the Association and the Employer, and shall not be binding upon the parties until ratification by the Association and the Employer. The parties acknowledge that any proposals not tentatively agreed to by the parties shall be deemed withdrawn by the parties.

The parties hereby agree as follows:

**Contract Duration**

A five (5) year agreement covering the period of January 1, 2020, through December 31, 2024.

**Article II – Recognition**

The following provision of Article II shall be amended to read as follows:

The Prosecutor recognizes the Association as the sole and exclusive authorized bargaining representative for all assistant prosecutors, excluding the First Assistant Prosecutor, Deputy First Assistant Prosecutors, and Executive First Assistant Prosecutors.

**Article III – Personal Leave**

The following provisions of Article III shall be amended to read as follows:

- (C) In the event the Prosecutor does not approve the employee's leave request and as a result one or more of the personal leave days is not taken within the calendar year, then the unused personal leave day(s) may be carried over to the next calendar year.
- (D) An employee may request of the Prosecutor, for good cause shown, to carry over personal leave days(s) to the next calendar year. Approval of such requests shall be within the discretion of the Prosecutor. No employee shall accrue more than two (2) years' worth of personal leave days without first obtaining the Prosecutor's approval.

#### **Article IV – Bereavement Leave**

The following provisions of Article IV shall be amended to read as follows:

- (A) Employees covered by this Agreement shall be allowed three (3) days off with pay at the employee's straight time pay for death in the immediate family. This time must be used within two (2) weeks of the date of the death in the immediate family.
- (B) The "immediate family" for purposes of this section shall be defined as: spouse, civil union partner, child, parent, stepchild, stepparent, sibling, grandparents, mother in-law, father in-law, daughter in-law, son in-law, grandchildren, niece, nephew, uncle, aunt, brother-in-law, sister-in-law, or any person related by blood or marriage residing in an employee's household.

#### **Article VI – Holidays**

The following provision of Article VI shall be amended to read as follows:

- (E) If a holiday falls within the vacation period of an employee, the employee shall not be charged a vacation day for that holiday.

#### **Article VII – Vacation and Compensatory Time**

The following provisions of Article VII shall be amended to read as follows:

- (A) The existing practice concerning vacations and compensatory time off shall continue as per past practice with the exception that each employee shall be entitled to four (4) additional days of compensatory time.
- (B) Any assistant prosecutor whose total compensation reaches ninety percent (90%) of the Prosecutor's salary in a given year of this Agreement shall be entitled to receive five (5) additional compensatory days for the year in which the salary increase resulted reaching the maximum. This entitlement, which is not cumulative, shall continue each year until the assistant prosecutor is no longer at the ninety percent (90%) cap.
- (E) Each employee shall be entitled to the following paid vacation dependent upon his/her date of hire:
  - 1. ...
  - 2. For employees hired after May 29, 2008 the vacation schedule shall be

1-5 years of service	12 vacation days
6-10 years of service	15 vacation days
11-15 years of service	18 vacation days
16-20 years of service	20 vacation days
20+ years of service	22 vacation days

For the purposes of this provision, “years of service” shall be defined as years of service within a New Jersey State-approved retirement system. This calculation and subsequent award of vacation days shall be effective January 1, 2023 and not retroactive.

- (G) Effective and retroactive to January 1, 2020, each employee shall be entitled to four thousand dollars (\$4,000) each year (non-compounding) in compensation for serving as law enforcement legal advisors. The \$4,000 compensation shall be paid in one sum by way of a separate check by the first pay date in March of each year. This compensation is subject to the ninety percent (90%) cap outlined in Article XVI, Section (G).

### **Article VIII – Health and Insurance Benefits**

The following provision of Article VIII shall be amended to read as follows:

- (D) Employees hired before June 8, 2015, shall maintain their existing health insurance coverage, i.e., the Blue Cross/Blue Shield Pace Program equivalent, subject to Paragraph E below. All employees currently enrolled in the County’s Traditional Health Care Plan shall be required to exit the Traditional Health Care Plan no later than the open enrollment period immediately preceding the expiration of this Agreement. Employees hired on or before June 23, 2008, who retire on or before the end of this Agreement pursuant to the conditions under subsection 2 of Paragraph J of this Article, shall be entitled to remain or enroll in the County’s Traditional Healthcare Plan. Employees hired after June 23, 2008, and on or before June 8, 2015, who retire on or before the end of this Agreement pursuant to the conditions under subsection 3 of Paragraph J of this Article, shall be entitled to remain or enroll in the County’s Traditional Healthcare Plan.

### **Article XV – Existing Policies**

All references to “Board of Chosen Freeholders” shall be replaced to read “County Commissioners[.]”

### **Article XVI – Salaries**

The following provisions of Article XVI shall be amended to read as follows:

- (A) All employees shall continue to receive the same negotiated salary steps as per the Salary guide in place on December 31, 2014.
- (B) Effective and retroactive to January 1, 2020, subject to paragraphs K and M below, all employees in the bargaining unit shall move one (1) step on the salary guide. All employees in the bargaining unit, except those employees who are either at the maximum step or off-guide, will receive a cost of living raise of zero (0.00%). Any employee who is either at the maximum step or off-guide shall receive a salary increase of two percent (2.00%).

- (C) Effective and retroactive to January 1, 2021, subject to paragraphs K and M below, all employees in the bargaining unit shall move one (1) step on the salary guide. All employees in the bargaining unit, except those employees who are either at the maximum step or off-guide, will receive a cost of living raise of zero (0.00%). Any employee who is either at the maximum step or off-guide shall receive a salary increase of two percent (2.00%).
- (D) Effective and retroactive to January 1, 2022, subject to paragraphs K and M below, all employees in the bargaining unit shall move one (1) step on the salary guide. All employees in the bargaining unit, except those employees who are either at the maximum step or off-guide, will receive a cost of living raise of zero (0.00%). Any employee who is either at the maximum step or off-guide shall receive a salary increase of two percent (2.00%).
- (E) Effective and retroactive to January 1, 2023, all employees in the bargaining unit shall move one (1) step on the salary guide. All employees in the bargaining unit, except those employees who are either at the maximum step or off-guide, will receive a cost of living raise of zero (0.00%). Any employee who is either at the maximum step or off-guide shall receive a salary increase of two percent (2.00%) or shall move one (1) step on the salary guide, whichever is greater.
- (F) Effective and retroactive to January 1, 2024, all employees in the bargaining unit shall move one (1) step on the salary guide. All employees in the bargaining unit, except those employees who are either at the maximum step or off-guide, will receive a cost of living raise of zero (0.00%). Any employee who is either at the maximum step or off-guide shall receive a salary increase of two percent (2.00%) or shall move one (1) step on the salary guide, whichever is greater.
- (G) It is further agreed that the salary cap for all employees covered by this Agreement shall be set at ninety percent (90%) of the Prosecutor's salary; the salary cap of ninety percent (90%) shall continue as a percentage cap in the event of any salary increases received by the Prosecutor.

The parties agree that in no event shall the total compensation (including longevity, senior officer pay and any stipend or other incentive) of any Chief Assistant Prosecutor, Senior Assistant Prosecutor or Assistant Prosecutor exceed ninety percent (90%) of the Prosecutor's salary during the term of this contract.

- (H) Delete Paragraph and move every succeeding paragraph up one.
- (K) Steps 9 and 10 on the Chief Assistant Prosecutors payline shall be mandatory steps, effective January 1, 2023, and prospective only.
- (M) Steps 12 and 13 on the Senior Assistant Prosecutors payline shall be mandatory steps, effective January 1, 2023 and prospective only.
- (S) All assistant prosecutors hired after November 1, 1991 shall be entitled to senior service pay in lieu of longevity pay pursuant to the following schedule:

...

“Service” shall be defined as service within a New Jersey State-approved retirement system.

#### **Article XIX – Personnel Files**

The final paragraph states:

“Each employee shall be supplied with a written certification from the Prosecutor prior to the end of the calendar year which shall state the number of accumulated vacation days, sick days, personal days, and any other time which is available to the employee.”

This paragraph shall be moved to the end of each of the following articles: Article III – Sick Leave, Article V – Personal Leave, and Article VII – Vacation and Compensatory Time.

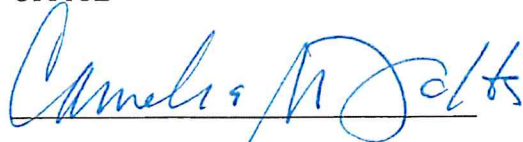
#### **Date Changes**

All dates in the current Agreement shall be amended to reflect the new term of the forthcoming Collective Bargaining Agreement from January 1, 2020 to December 31, 2024.

Any and all provisions containing obsolete start dates (e.g., “effective January 1, 2015,” etc.) shall be removed and, where applicable, be replaced with “January 1, 2020.”

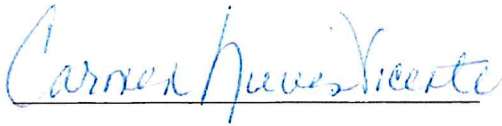
IN WITNESS WHEREOF, the parties hereto have caused these present to be signed and attested to this 11<sup>th</sup> day of Sept., 2022.

PASSAIC COUNTY PROSECUTOR'S OFFICE



PASSAIC COUNTY PROSECUTOR  
Camelia M. Valdes

WITNESS:



PASSAIC COUNTY ASSISTANT PROSECUTORS ASSOCIATION:



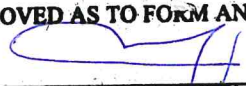
Jason Harding, President  
Passaic County Assistant Prosecutors Association

WITNESS:



Jessica Petrella, Secretary  
Passaic County Assistant Prosecutor's Association

**APPROVED AS TO FORM AND LEGALITY**

**BY:**   
**MATTHEW P. JORDAN, ESQ.**  
**COUNTY COUNSEL**

**WITNESS:** September 21, 2022



COUNTY OF PASSAIC:



Passaic County Administrator

Anthony J. DeNova