

27-2012-00548
9-11-12

**Memorandum of Agreement Between the
County Prosecutor of Essex County
And The Essex County Assistant Prosecutor's Association
January 1, 2011 – December 31, 2013**

The County Prosecutor of Essex County (the Prosecutor”) and the Essex County Assistant Prosecutor’s Association (the “Association”), having engaged in collective negotiations, hereby mutually agree as follows with respect to the modification of the 2006-2007 Collective Bargaining Agreement and the 2008-2010 Memorandum of Agreement between the Prosecutor of Essex County and the Essex County Assistant Prosecutor’s Association which expired December 31, 2010.

1. The terms of the prior 2006-2007 Collective Bargaining Agreement and the 2008-2010 Memorandum of Agreement between the parties shall remain in full force and effect except as herein modified.

2. **TERM OF AGREEMENT:**

The term of the new Agreement shall be for a period of three (3) years, effective January 1, 2011 through December 31, 2013.

3. **WAIVER/OPT-OUT**

Effective upon the full execution of this Memorandum of Agreement, the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following on a pro-rated basis:

- a. Employees may waive family coverage to be capped at \$4000 or 25% of the amount saved by the County whichever is less.
- b. Employees may waive parent/child or husband wife coverage to be capped at \$3000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of credible coverage.

- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

4. **ARTICLE V. HOURS OF WORK** (shall be modified as follows):

C. Compensation for weekend and holiday pre-indictment screening duty will be earned as follows:

- 1. \$225 per day for the designated Assistant Prosecutor for Saturday, Sunday or Holiday coverage.

The contractual amounts shall not be retroactive, and shall become applicable from the date of the ratification of this Memorandum of Agreement.

The Prosecutor or Prosecutor's designee shall determine whether an Assistant Prosecutor is eligible for participation in the weekend and holiday pre-indictment screening duty. Preference shall be given to Assistant Prosecutors in Levels 1, 2 and 3.

5. **ARTICLE XIII OVERTIME** (shall be modified as follows):

D. Any Assistant Prosecutor covered under this agreement who is assigned to the Homicide Squad shall receive a yearly stipend of six thousand dollars (\$6,000) representing compensation for on call/ stand-by duties as well as for time called in and actually worked beyond the normal workday. The yearly stipend shall be prorated for employees who are not assigned to the Homicide Squad for the entire year.

E. Any Assistant Prosecutor covered under this agreement who is assigned to the Special Victims, Arson, V.I.P.E.R., Professional Standards Unit or the position of the Police Legal Advisor shall receive a yearly stipend of three

thousand dollars (\$3,000) representing compensation for on call/stand-by duties as well as for time called in and actually worked beyond the normal workday. The yearly stipend shall be prorated for employees who are not assigned to Special Victims, Arson, V.I.P.E.R. or Professional Standards Unit or position of Police Legal Advisor for the entire year.

“On-Call” and “Standby” duty shall be defined as being assigned to perform unit specific duties without regard to time of day on a regular rotating weekly schedule as fixed by the head of the particular unit. Assistant Prosecutors who do not have on-call or stand by assignments are not eligible to receive the aforementioned stipend.

Stipends pursuant to this Article shall not be added to the base pay of the Assistant Prosecutor’s salary.

6. **Salaries and Compensation**

A) Effective July 1, 2011, a two percent (2 %) across the board increase. In order to be eligible for this increase, employees, except for retirees, must have been employed by the County on or prior to July 1, 2011 and must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase. In order to be eligible for this increase, employees, except for retirees, must have been employed by the County on or prior to July 1, 2012 and must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

C) Effective September 1, 2013, a two percent (2%) across the board increase.

7. **MILEAGE REIMBURSEMENT**

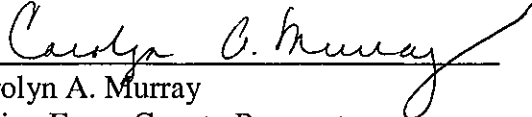
Any Assistant Prosecutor who uses his/her personal automobile for the purposes of office related travel shall be reimbursed at the rate of thirty five cents (\$.35) per mile traveled. Any Assistant Prosecutor seeking reimbursement of the mileage rate shall submit a certified mileage reimbursement request to the Prosecutor or designee on forms prescribed by the Prosecutor on the next regular working day. A separate mileage reimbursement request must be submitted for each day on which the Assistant Prosecutor incurred such travel and the assignment must be briefly described in the allocated space on the form.

8. This **Memorandum of Agreement**, together with the 2006-2007 Collective Bargaining Agreement and the 2008-2010 Memorandum of Agreement between the Prosecutor and the Association represents the complete and final agreement between the parties, and is contingent upon the ratification and approval of the Association membership, the Prosecutor, the Essex County Executive and the Essex County Board of Chosen Freeholders.

All proposals, whether written or oral, presented by the parties during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

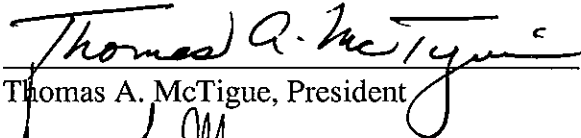
IN WITNESS WHEREOF, the parties have by their authorized representatives, set their hands and seals this _____ day of June 2012.

ESSEX COUNTY PROSECUTOR'S OFFICE

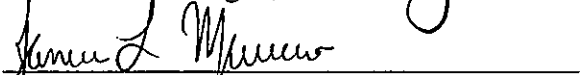


Carolyn A. Murray
Acting Essex County Prosecutor

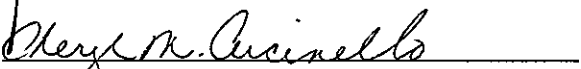
Essex County Assistant Prosecutor's Association



Thomas A. McTigue, President

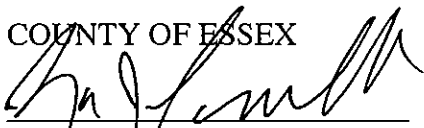


Janice L. Massaro, Vice President



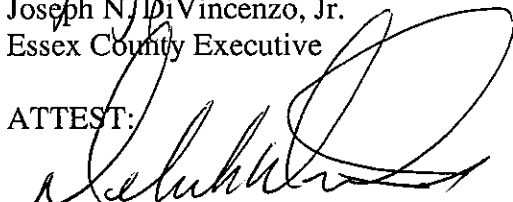
Cheryl M. Cucinello, Treasurer

COUNTY OF ESSEX



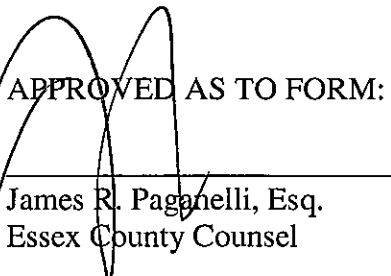
Joseph N. DiVincenzo, Jr.
Essex County Executive

ATTEST:



Deborah Davis Ford, Clerk to the
Board of Chosen Freeholders

APPROVED AS TO FORM:



James R. Pagnelli, Esq.
Essex County Counsel