

**New Jersey Public Employment Relations Commission**  
**NON-POLICE AND FIRE**  
**COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM**

Line #

**SECTION I: Parties and Term of Contracts**

|          |                                                                                                    |                                                                                           |
|----------|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>1</b> | Public Employer: <input style="width: 95%;" type="text" value="County of Union"/>                  | County: <input style="width: 95%;" type="text" value="Union"/>                            |
| <b>2</b> | Employee Organization: <input style="width: 95%;" type="text" value="Assistant Prosecutor Assoc"/> | Number of Employees in Unit: <input style="width: 95%;" type="text" value="65"/>          |
| <b>3</b> | Base Year Contract Term: <input style="width: 95%;" type="text" value="01/01/2015-12/31/2017"/>    | New Contract Term: <input style="width: 95%;" type="text" value="01/01/2018-12/31/2020"/> |

**SECTION II: Type of Contract Settlement (please check only one)**

|          |                                                                                                   |
|----------|---------------------------------------------------------------------------------------------------|
| <b>4</b> | <input checked="" type="checkbox"/> Contract settled without neutral assistance                   |
| <b>5</b> | <input type="checkbox"/> Contract settled with assistance of mediator                             |
| <b>6</b> | <input type="checkbox"/> Contract settled with assistance of fact-finder                          |
| <b>7</b> | <input type="checkbox"/> Contract settled with assistance of super-conciliator                    |
| <b>8</b> | If contract was settled in fact-finding, did the fact-finder issue a report with recommendations? |
|          | Yes <input type="checkbox"/> No <input type="checkbox"/>                                          |

**SECTION III: Salary Base**

[SEE MOA ATTACHED](#)

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

|           |                              |    |                                          |
|-----------|------------------------------|----|------------------------------------------|
| <b>9</b>  | Salary Costs in Base Year    | \$ | <input style="width: 95%;" type="text"/> |
| <b>10</b> | Longevity Costs in Base Year | \$ | <input style="width: 95%;" type="text"/> |
| <b>11</b> | Total Salary Base            | \$ | <input style="width: 95%;" type="text"/> |

**SECTION IV: Salary Increases for Each Year of New Agreement\***

[SEE MOA ATTACHED](#)

|                                                  | Year 1                                     | Year 2                                     | Year 3                                     | Year 4                                     | Year 5                                     |
|--------------------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|
| <b>12</b> Effective Date (month/day/year)        | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   |
| <b>13</b> Cost of Salary Increments (\$)         | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   |
| <b>14</b> Salary Increase Above Increments (\$)  | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   |
| <b>15</b> Longevity Increase (\$)                | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   |
| <b>16</b> Total \$ Increase (sum of lines 13-15) | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   |
| <b>17</b> New Salary Base (\$)                   | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   | <input style="width: 95%;" type="text"/>   |
| <b>18</b> Percentage increase over prior year    | <input style="width: 95%;" type="text"/> % | <input style="width: 95%;" type="text"/> % | <input style="width: 95%;" type="text"/> % | <input style="width: 95%;" type="text"/> % | <input style="width: 95%;" type="text"/> % |

*\*If contract duration is longer than five years, please add an additional page.*

**SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items\***

SEE MOA ATTACHED

| 19 | Item Description     | Base Year Cost (\$)  | Year 1 Increase (\$) | Year 2 Increase (\$) | Year 3 Increase (\$) | Year 4 Increase (\$) | Year 5 Increase (\$) |
|----|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
|    | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
|    | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
|    | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
|    | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
|    | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
|    | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
|    | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
|    | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 20 | Totals(\$):          | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

*\*If contract duration is longer than five years, please add an additional page.*

**SECTION VI: Medical Costs**

SEE MOA ATTACHED

|    |                                                     | Base Year               | Year 1                  |
|----|-----------------------------------------------------|-------------------------|-------------------------|
| 21 | Health Plan Cost                                    | \$ <input type="text"/> | \$ <input type="text"/> |
| 22 | Prescription Plan Cost                              | \$ <input type="text"/> | \$ <input type="text"/> |
| 23 | Dental Plan Cost                                    | \$ <input type="text"/> | \$ <input type="text"/> |
| 24 | Vision Plan Cost                                    | \$ <input type="text"/> | \$ <input type="text"/> |
| 25 | Total Cost of Insurance                             | \$ <input type="text"/> | \$ <input type="text"/> |
| 26 | Employee Insurance Contributions                    | \$ <input type="text"/> | \$ <input type="text"/> |
| 27 | Employee Contributions as % of Total Insurance Cost | <input type="text"/> %  | <input type="text"/> %  |

**Section VI: Medical Costs (continued)**


**28** Identify any insurance changes that were included in this CNA.

**SECTION VII: Certification and Signature**

**29** The undersigned certifies that the foregoing figures are true:

Print Name: Diana Calle

Position/Title: Labor Relations Coordinator

Signature: 

Date: January 7, 2021

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Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: [contracts@perc.state.nj.us](mailto:contracts@perc.state.nj.us)

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NJ Public Employment Relations Commission  
Conciliation and Arbitration  
PO Box 429  
Trenton, NJ 08625  
Phone: 609-292-9898

Revised 8/2016



## UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

**RESOLUTION:** 2020-297

MARCH 26, 2020

CHAIRMAN ALEXANDER MIRABELLA

**WHEREAS**, the County of Union engaged in collective bargaining negotiations with the Assistant Prosecutor's Association, effective January 1, 2018 through December 31, 2020; and

**WHEREAS**, the County of Union and the negotiating committee for the Assistant Prosecutor's Association, reached a tentative agreement on March 12, 2020, and the union ratified same on March 5, 2020. Representatives of the Bargaining Committee, and the County agree to recommend, without reservation, the approval of same; and

**WHEREAS**, the County of Union now desires to confirm the understandings in a Memorandum of Agreement with the union, which is attached hereto and made a part hereof:

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Union that it hereby authorizes the County Manager to sign any and all documents necessary to enter into a Memorandum of Agreement with the Assistant Prosecutor's Association.

Sufficiency of Funds Authorized ; Subject to Inclusion in 2020 Budget: John Deery

Approved as to Form: \_\_\_\_\_

Certifying as to an Original Resolution: \_\_\_\_\_

Certified as to a True Copy: \_\_\_\_\_

| ✓ Vote Record - Resolution RES-2020-298     |                          | Yes/Aye                             | No/Nay                   | Abstain                  | Absent                   |
|---------------------------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| <input checked="" type="checkbox"/> Adopted | Rebecca Lynne Williams   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Adopted as Amended | Kimberly Palmieri-Mouded | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Defeated           | Andrea Staten            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Tabled             | Angel G. Estrada         | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Withdrawn          | Angela R. Garretson      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                             | Sergio Granados          | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                             | Christopher Hudak        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                             | Bette Jane Kowalski      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                             | Alexander Mirabella      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**MEMORANDUM OF AGREEMENT**

**PROSECUTOR'S**

**ASSISTANT PROSECUTOR'S ASSOCIATION**

**&**

**COUNTY OF UNION**

The County and Assistant Prosecutor's Association engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2017. The County and Assistant Prosecutor's Association have reached a tentative agreement which the parties now desire to confirm in this Memorandum of Agreement.

The tentative Agreement has been ratified by the membership of Assistant Prosecutor's Association and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of Assistant Prosecutor's Association agrees to recommend, without reservation, the approval of the tentative Agreement to the membership of the Union. The representatives of the County agree to recommend, without reservation, the approval of the tentative Agreement to the Union County Board of Chosen Freeholders.

Therefore, the County and Assistant Prosecutor's Association agree to the attached five (5) pages of modifications to the Collective Bargaining Agreement. The parties by their signatures set forth below signify their agreement as to the terms set forth in this Memorandum of Agreement.

March 5, 2020

Date

## MEMORANDUM OF AGREEMENT

Agreement made this 26 day of March 2020 by and between the County of Union and the Union County Prosecutor (herein the "Employer") and the Assistant Prosecutors Association (herein the "Association"):

WHEREAS, the Employer and the Association are parties to a Collective Negotiations Agreement (herein "CNA") covering the period from January 1, 2015 to December 31, 2017; and

WHEREAS, the Employer and the Association have engaged in good faith negotiations for a successor contract that has resulted in an agreement between the negotiating committees subject to ratification by the Association membership and approval by the Employer's governing body:

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties agree as follows:

1. Except as herein modified, the terms and conditions of the 2015-2017 CNA shall remain in full force and effect.

2. PREAMBLE

Correct all dates in contract.

3. ARTICLE I, RECOGNITION

Correct all titles of exclusionary legal positions: First Assistant, Deputy First Assistant (replaces executive assistant prosecutor), Legal Chief of the Investigative Division (replaces Investigations Supervisor), and Legal Chief of Trial Division (replaces Trial Supervisor).

4. ARTICLE XI, SALARIES

A. Section I - Wages

## Wage Increases

|                            |                     |
|----------------------------|---------------------|
| Effective January 1, 2018: | 2% across the board |
| Effective January 1, 2019: | 2% across the board |
| Effective January 1, 2020: | 2% across the board |

Any employee hired after January 1, 2020, will receive his/her increment, if awarded, on his/her/their first anniversary date of employment. Thereafter, increments will be paid on January 1st.

## B. Section 2 - Assignment Stipends

### Subsection A – On Call:

2018 – Effective January 1, 2018, the following on-call stipends shall be applied for specified assignments:

- Trial Team: as previously awarded, each of the two assistant prosecutors assigned to the weekly rotation is entitled to \$400/week each previously paid.
- First Appearances: as previously awarded, the assistant prosecutor assigned to cover first appearances on a weekend day or paid holiday is entitled to \$400/such court date previously paid.
- Domestic Violence: as previously awarded, each of the two assistant prosecutors assigned to split the weekly rotation is entitled to the \$500/week previously paid.
- Special Victims Unit: the assistant prosecutor assigned to the weekly rotation is entitled to \$400/week. Assistant prosecutors who worked such assignments are entitled to the retroactive payment of the difference between the \$250 previously paid and the \$400 herein agreed upon.
- Homicide Task Force: the assistant prosecutor assigned to the weekly rotation is entitled to \$400/week. Assistant prosecutors who worked such assignments are entitled to the retroactive payment of the difference between the \$250 previously paid and the \$400 herein agreed upon.
- General Search Warrants: the assistant prosecutor assigned to the weekly rotation is entitled to \$400/week. Assistant prosecutors who worked such assignments are entitled to the retroactive payment of the difference between the \$250 previously paid and the \$400 herein agreed upon.

2019– Effective January 1, 2019, the following on-call stipends shall be applied for specified assignments:

- Trial Team: as previously awarded, each of the two assistant prosecutors assigned to the weekly rotation is entitled to \$400/week

each previously paid.

- First Appearances: as previously awarded, the assistant prosecutor assigned to cover first appearances on a weekend day or paid holiday is entitled to \$400/such court date previously paid.
- Domestic Violence: as previously awarded, each of the two assistant prosecutors assigned to split the weekly rotation is entitled to the \$500/week previously paid.
- Special Victims Unit: the assistant prosecutor assigned to the weekly rotation is entitled to \$400/week. Assistant prosecutors who worked such assignments are entitled to the retroactive payment of the difference between the \$250 previously paid and the \$400 herein agreed upon.
- Homicide Task Force: the assistant prosecutor assigned to the weekly rotation is entitled to \$400/week. Assistant prosecutors who worked such assignments are entitled to the retroactive payment of the difference between the \$250 previously paid and the \$400 herein agreed upon.
- General Search Warrants: the assistant prosecutor assigned to the weekly rotation is entitled to \$400/week. Assistant prosecutors who worked such assignments are entitled to the retroactive payment of the difference between the \$250 previously paid and the \$400 herein agreed upon.

2020 – Except as noted below, effective January 1, 2020, the following on-call stipends shall be applied for specified assignments:

- Trial Team: each of the two assistant prosecutors assigned to the weekly rotation is entitled to \$400/week each.
- First Appearances: the assistant prosecutor assigned to cover first appearances on a weekend day or paid holiday is entitled to \$400/such court date.
- Domestic Violence: effective upon execution of this MOA, each of the two assistant prosecutors assigned to the weekly rotation is entitled to \$400/week. This level of compensation is effective upon the change in assistant prosecutor coverage from the current model to the anticipated model of two assistant prosecutor simultaneously on call per week. Accordingly, retroactive compensation is not relevant to this particular assignment.
- Special Victims Unit: the assistant prosecutor assigned to the weekly rotation is entitled to \$400/week.
- Homicide Task Force: the assistant prosecutor assigned to the weekly rotation is entitled to \$400/week.
- General Search Warrants: the assistant prosecutor assigned to the weekly rotation is entitled to \$400/week.
- Shooting Response Team: the assistant prosecutor assigned to the weekly rotation is entitled to \$400/week.



Effective January 1, 2020, all assistant prosecutors, regardless of title or position, are entitled to the above-referenced on-call stipends, with the exception of the Prosecutor, First Assistant, and Deputy First Assistant, who are on-call twenty-four hours / seven days a week.

Subsection B – Narcotics Strike Force:

This unit having been eliminated on September 9, 2019, stipends for Narcotics Strike Force assignments are eliminated effective upon the execution of this Memorandum of Agreement.

Subsection C – Supervisory:

Eliminate all supervisory and deputy supervisor stipends effective upon execution of this Memorandum of Agreement.

4. ARTICLE XV, HEALTH INSURANCE

Section 4, Paragraph F: Add following language:

If any of the applicable premium sharing provisions of Chapter 78, P.L. 2011 are repealed, modified or overturned by a court of competent jurisdiction or by the legislature, the parties agree to meet to negotiate the impact of any such repeal, modification, or court decision. In addition, the premium upon which Association members' Chapter 78 contribution is calculated shall be frozen at the 2019 levels. An employee's contribution amount shall not change if the premium increases or if an employee's salary increase moves him/her into a new range. An employee's contribution amount may change if the employee changes health plans or changes categories of coverage, i.e., moves from family to single or single to family, etc.

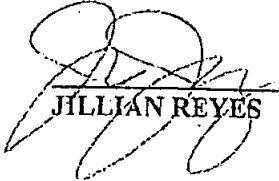
5. ARTICLE XXII, DURATION

January 1, 2018 through December 31, 2020.

6. All proposals of the parties not addressed herein are deemed withdrawn.

7. The negotiating committees for each of the parties agree to recommend this agreement to their respective constituents.

FOR ASSISTANT PROSECUTORS ASSN.

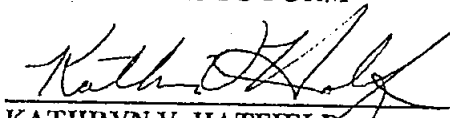
  
JILLIAN REYES 3/11/20

FOR UNION COUNTY  
OFFICE OF THE PROSECUTOR

  
LYNDSAY V. RUOTOLO 3/11/20  
ACTING PROSECUTOR

  
EDWARD OATMAN  
COUNTY MANAGER

APPROVED AS TO FORM

  
KATHRYN V. HATFIELD