

EXHIBIT “A”

Memorandum of Agreement
Between
AFSCME New Jersey Council 63, Local 3476
&
Township of West Orange
October 21, 2019

The negotiation committees of the Township of West Orange, New Jersey and AFSCME New Jersey Council 63, Local 3476 agree to the terms of this Memorandum of Agreement, as set forth below.

- The parties acknowledge that these terms and conditions are subject to ratification.
- All parties agree to recommend these terms and conditions to their respective constituents for ratification.
- All issues agreed to herein shall be incorporated in the new agreement. All issues not mentioned herein are withdrawn. All other language in the contract that expired December 31, 2017 shall continue in the new contract and will remain the status quo.

1. Duration: January 1, 2018 through December 31, 2022

2. Upon Retirement the Township Shall Pay for the Cost of RETIREE Health and Prescription Coverage for all AFSCME New Jersey COUNCIL 63, LOCAL 3476, NON-SUPERVISORY, EMPLOYEES, who are entitled to receive Health and Prescription Benefits in Retirement and who are Employed on the Date the New Contract is Signed. Each AFSCME COUNCIL 52, LOCAL 3476, NON-SUPERVISORY, EMPLOYEE who is entitled to receive Health and Prescription Benefits in Retirement and is employed on the Date the New Contract is Signed Shall Be Listed Individually by Name in the New Contract.

3. Five Year Base Salary Increases:

2018	1/1/18	0 %		
2019	1/1/19	1 % (Retroactive)		
2020	1/1/20	1.5 %	7/1/20	1.5 %

2021	1/1/21	1.5 %	7/1/21	1.5 %
2022	1/1/22	1.5 %	7/1/22	1.5 %

4. Existing Health and Prescription Benefit Coverage Cost Calculated Based on Previously Negotiated Contracts Will All Convert to Chapter 78 Guidelines. All Current and Future Employees Will Contribute to Health and Prescription Costs in Accordance with Current Chapter 78 Guidelines, except for current employees' contributions upon retirement as set forth in Paragraph 2 above.

5. Pay During Emergency Closures

Memorialize current practice of employees working regular 8-hour shift during emergency closures receiving straight time pay plus 8 hours of paid time off (referred to as "snow days").

6. Withdrawal from Union as per Public Employer Obligations Under the Workplace Democracy Enhancement Act, (WDEA).

Employees shall be eligible to withdraw such authorization by providing written notice to the Township's payroll clerk (or identify the office which would receive the notice) only during the ten (10) days following each anniversary date of their employment. Within five (5) days of receipt of notice from an employee of revocation of authorization for payroll deduction of dues, the Township shall provide written notice to the Union of an employee's revocation of such authorization. An employee's notice or revocation of authorization for the payroll deduction of dues shall be effective on the thirtieth (30th) day after the anniversary date of employment.

7. Transfer or Reassignment

Art. XV – Add "Promotion" to title to read "Transfer, Promotion or Reassignment.

8. Information on Newly Hired Employees as per Public Employer
Obligations Under the Workplace Democracy Enhancement Act, (WDEA).

A. The Township shall provide authorized representatives of the Union
with access to members of the negotiations unit as follows:

1. The right to meet with individual employees on the premises of the Township during the day to investigate and discuss grievances, workplace-related complaints, and other workplace issues.
2. The right to conduct work site meetings during lunch and other non-work breaks, and before and after the work day, on the Township' premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative employee organization, and internal Union matters involving the governance or business of the exclusive representative employee organization.
3. The right to meet with newly-hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 and a maximum of 120 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the Township does not conduct new employee orientations, at individual or group meetings conducted by the Union. The Township shall provide the Union with a list of new employees attending orientations no less than five (5) days before such orientations, or, in the event the Township will not conduct an orientation, a list of new employees for whom the Township will not conduct new employee orientations.

B.

1. Within 10 calendar days from the date of hire of negotiations unit employees, the Township shall provide the following contact information to the Union in an Excel file format: name, job title, work site location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Township, date of hire, and work email address and any personal email address

on file with the Township.

2. Every 120 calendar days beginning on January 1, 2019, the Township shall provide the Union, in an Excel file format, the following information for all negotiations unit employees: name, job title, work site location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and any personal email address on file with the Township.

C.

1. The Union shall have the right to use the email systems of the Township to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal Union matters involving the governance or business of the Union.

D.

1. The Union shall have the right to use the Township' buildings and other facilities that are owned or leased by the Township to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal Union matters involving the governance or business of the Union, provided such does not interfere with the Township' operations.
2. The Union understands that meetings conducted in the Township' buildings pursuant to this Section shall not be for the purpose of supporting or opposing any candidate for a partisan political office, or for the purpose of distributing literature or information regarding partisan elections.
3. If the Union conducts a meeting in the Township' building or facility pursuant to this Section, the Township may charge the Union for maintenance, security and other costs related to the use of the building or facility that would otherwise be incurred by the Township. The Township will provide the Union with advanced notice of any

charge or cost at the time arrangements are made for use of the Township's building or facility and will not charge the Union over and above the actual cost of providing the maintenance, security or other services.

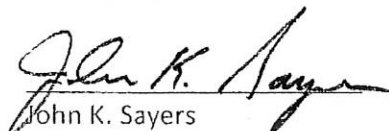
E.

1. The Township shall not encourage negotiations unit members to resign or relinquish membership in the union and shall not encourage negotiations unit members to revoke authorization of the deduction of fees to the Union.
2. The Township shall not encourage or discourage any employee from joining, forming or assisting an employee organization.

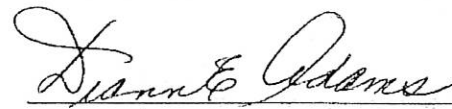
9. Change all references of Council 52 to New Jersey Council 63

Signatures: Dated October 10/22, 2019

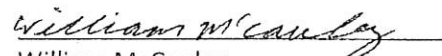
For the Township of West Orange:

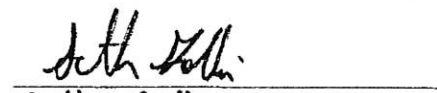

John K. Sayers
Business Administrator

For the Union:


Dianne Adams
President, AFSCME Local 3476


Joseph Antonucci, Sr.
Vice President, AFSCME Local 3476


William McCauley
Secretary Treasurer, AFSCME Local 3476


Seth Gollin
Staff Rep., AFSCME NJ Co. 63