

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, made this ___th day of January 2024, by and between the Office and Professional Employees International Union, AFL-CIO, Local 32 ("OPEIU"), (collectively, "the Parties"), represents the culmination of good faith negotiations between the Parties and constitutes the entire agreement of the Parties relative to the terms and conditions of the successor negotiations agreement for the terms July 1, 2023 through June 30, 2027, hereafter referred to as the "Agreement."

1. **Article XXXIV. Salary Program and Compensation** – Four all four (4) years of the Agreement salary increases shall be determined by the method set forth herein.
 - a. Section (A)(2)(b)(i) shall be deleted and replaced with the following: "**Fiscal Year 2023-2024**: All employees who earn less than \$100,000 per year shall receive a \$1,000 salary increase added to their salary, plus a raise calculated as set forth in Section (C), below."
 - b. Section (A)(2)(b)(ii) shall be deleted and replaced with the following: "**Fiscal Year 2024-2025**: All employees who earn less than \$100,000 per year shall receive a \$500 salary increase added to their salary, plus a raise calculated as set forth in Section (C), below."
 - c. Article XXXIV (B) (Salary Program Administration) will remain unchanged.
 - d. Section C – In each of the years of this Agreement, there shall be a Merit Compensation Program available to all employees in the bargaining unit with at least one (1) year of service as of July 1st of the year of the award. The Program will be administered as follows:
 - i. For each fiscal year of the Agreement, effective starting Fiscal Year 2024, employees receiving a rating of "Falls Short" shall receive no merit increase. The number of employees receiving a rating of "Fall Short" shall not exceed 5% of eligible employees.
 - ii. If an employee receives a "Falls Short," their manager will provide them with a Performance Improvement Plan. They, along with their OPEIU representative if they desire, will have the opportunity to provide feedback in the development of the Performance Improvement Plan. If they do not meet the goals established by the Performance Improvement Plan, it will automatically be deemed as just cause for termination. Further, if they receive a "Falls Short," and are provided a Performance Improvement Plan, and receive another "Falls Short" the following year, it will automatically be deemed just cause for termination.
 - iii. For each year of the Agreement, employees who receive a "Meets Requirements," "Mastery of Standards," or "Exceptional Award" shall receive a percentage salary increase as set forth below:

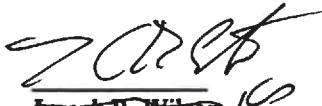
Evaluation Year	Merit Award Year	Percentage Raise
2022-2023	2023-2024	3.5%
2023-2024	2024-2025	3.5%
2024-2025	2025-2026	4.0%
2025-2026	2026-2027	4.0%

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- iv. In addition to the above, for the evaluation year 2022-2023, members receiving a "Mastery of Standards" shall receive a one-time payment of Four Hundred (\$400.00) Dollars.
 - v. In addition to the above, for the evaluation year 2022-2023, members receiving a "Exceptional Award" shall receive a one-time payment of Six Hundred (\$600.00) Dollars.
 - vi. In addition to the above, for the evaluation years 2023-2024, 2024-2025, and 2025-2026, members receiving a "Exceptional Award" shall receive a one-time payment of Four Hundred (\$400.00) Dollars.
 - vii. The number of employees receiving an Exceptional Award shall not exceed 33% of eligible employees in any one year.
 2. Appendix A of the collectively negotiated agreement shall be modified as follows:
 - a. The title "PSO Leader" will be changed from Range 15 to Range 17.
 - b. The title "Dispatcher" will be changed from Range 15 to Range 17.
 - c. The title "Senior Dispatcher" will be changed from Range 16 to Range 18.
 - d. The title "Dispatch Leader" will be changed from Range 17 to Range 19.
 3. The provisions of Article XLII (Emergency Closing Policy) reporting hazard pay and inclement weather pay shall not apply to Dispatchers, Senior Dispatchers, or Dispatch Leaders.
 4. Article XXXV, Uniforms shall be modified only with respect to Dispatchers, Senior Dispatchers, and Dispatch Leaders, such that the uniform allowance shall be reduced by half, payment of which shall be made at the middle of the Fiscal Year.
 5. Article XVIII (Bereavement Leave) shall be deleted in its entirety and replaced with the following:
 - a. **PURPOSE:** NJIT recognizes that bereavement is a difficult life event, requiring time for an employee to grieve and fulfill familial obligations. This provision establishes guidelines for providing time off to OPEIU members for absences related to the death of family members.
 - b. **BEREAVEMENT LEAVE:** Immediate family members - OPEIU members will be allotted three (3) paid bereavement days per occurrence to grieve the death and/or attend the funeral of a OPEIU member's immediate family. OPEIU members permanent part-time employees will be eligible for prorated benefits under this Policy.
 - i. For the purpose of this policy, immediate family is defined as: spouse, domestic partner, child, parent, parent-in-law, sibling, sibling-in-law, grandparent, grandchild, stepparent, stepsibling, stepchild, or those who reside in the same household.
 - ii. If additional time is needed, vacation, personal or unpaid time may be taken and shall not be unreasonably denied.
 - c. **Others:** For those that fall outside the above definition of immediate family member, for bereavement leaves, the employee may use sick, vacation, and administrative leave and shall not be unreasonably denied.
 - d. Unpaid bereavement leave is available subject to supervisor.
 - e. PROCEDURE
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- i. Any eligible employee who wishes to take bereavement leave should notify his or her supervisor immediately. If the employee is granted unpaid time off, the supervisor must notify the Department of Human Resources.
- ii. Within a reasonable period of time following the leave, the employee may be required to provide verification of the date of the funeral services and the relationship with the deceased (obituary, funeral program, death certificate, etc.) to the supervisor and/or the Department of Human Resources for the purposes of audit documentation.

6. Except as amended herein, the current collective negotiations agreements that expired June 30, 2023 shall be extended through June 30, 2027

For NJIT



Joseph R. Wilson
Interim Vice President, Human Resources

Kenneth R. DeStefano
Director, Employee & Labor Relations

For OPEIU



Mary Short
OPEIU President

