

MEMORANDUM OF AGREEMENT

This Agreement made this 20th day of November, 2024 is the complete and final understanding on all negotiable issues between New Jersey Institute of Technology ("NJIT") and AFSCME Local 2282 ("Union").

WHEREAS, NJIT and Union are parties to a collective negotiations agreement covering the period July 1, 2023 to June 30, 2024; and

WHEREAS, the parties have engaged in good faith collective negotiations in an effort to reach agreement or otherwise resolve terms and conditions for a new labor agreement; and

WHEREAS, the parties have reached an Agreement on terms and conditions for a new agreement, July 1, 2024 – June 30, 2028, subject to ratification by the Union and NJIT; and

WHEREAS, the negotiating committees for the NJIT and Union agree to recommend this Agreement for ratification and approval.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein the parties agree to modify the Collective Bargaining Agreement as set forth below with supportive documents attached. Any proposals made during negotiations not incorporated herein are deemed withdrawn.

Term & Duration

The term shall be updated in all applicable places to reflect July 1, 2024 through June 30, 2028.

Custodian Overtime Rotation Guidelines

The attached Guidelines will be inserted into the contract as a new appendix.

Article VII Holidays section B *new subsection 1*

1. When a major holiday falls on a Saturday or Sunday employees working on those days shall use that as their holiday and not the observed day.

Article XII section E. Bereavement Leave: Revise to read:

1. Immediate family members of AFSCME bargaining unit members will be allotted three (3) paid bereavement days per occurrence to grieve the death and/or attend the funeral of an AFSCME bargaining unit member's immediate family. AFSCME permanent part-time employees will be eligible for prorated benefits under this policy.
 - a. For the purpose of this policy, immediate family is defined as: spouse, domestic partner, child, parent, parent-in-law, child-in-law, sibling, sibling-in-law, grandparent, grandchild, stepparent, stepsibling, stepchild, or those who reside in the same household.
 - b. If additional time is needed, sick, vacation or administrative leave days may be taken and shall not be unreasonably denied.
2. 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.

3. Requests for unpaid bereavement leave shall be made to the supervisor with a copy to the Department of Human Resources(hr@njit.edu) and be granted subject to supervisor approval.

Procedure: Any eligible employee who wishes to take bereavement leave should notify the Department of Human Resources.

Within a reasonable period of time following the leave, the employee may be required to provide verification of the date of the death or funeral/memorial 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.

Article XI New Section: Pregnant Workers Fairness Act (PWFA)

New Policy will be inserted into the contract.

Article XII Other Leaves of Absence section D

Revise to reflect current process involving Human Resources.

Article XVI Seniority section A

Insert:

1. Probation shall be extended if and when there is an instance of leave or a day off. There must be 6 months of continuous work for a new hire and 90 days of continuous work for a promotion.
2. The continuous service record of an employee shall not be broken upon promotion within the same classification.

Article XVI Seniority section B

For the purposes of layoffs and recalls the President, Vice President, the Secretary Treasurer, the Recording Secretary and (3) Executive Board members of the local Union shall be granted top NJIT seniority during their terms of office, provided that they have the requisite qualifications and ability to perform the work that's available at the time of the layoff or recall. The Union will provided the University with a list of the names of these persons holding the positions described as being granted top seniority and will keep the list current.

Article XX Salary Program and Compensation

1. Fiscal Year 2024 - 2025
 - a. \$500 base adjustment to all members currently on payroll
 - b. 3.75% increase to all members currently on payroll to their base salaries.
 - c. Additional \$400 increase to all members currently on payroll that received Exceptional Rating to base.
 - i. Increase Exceptional Rate Cap from 10% to 15%
 - d. Modify Article XX(1)(d) as follows: "Introduction of a one-time longevity base increase of \$1,000 for employees with at least 20 years of service. Employees who reach 20 years of service prior to December 31, 2024 shall be eligible for the longevity base increase of \$1,000 for year 1 of this agreement.
 - e. Insert new Article XX(2)(e) as follows: "Beginning January 1, 2025, employees reaching 20 years of service prior to December 31 of any calendar year shall receive the one-time longevity

base increase of \$1,000 on July 1 of that calendar year. For illustration purposes, employees reaching 20 years of service January 1, 2025, May 31, 2025, July 2, 2025, October 1, 2025, and December 31, 2025 shall all receive the one-time longevity base increase of \$1,000 on July 1, 2025.”

- f. All retroactive pay will date back to July 1, 2024, however, overtime pay rates from July 1, 2024 to the time of ratification shall not be adjusted retroactive to July 1, 2024.

For year 1 of the agreement, the minimum and maximum salary ranges shall be increased by 4.9%. Thereafter, these salary ranges shall increase by a minimum of 2% each year, subject to further negotiation. Notwithstanding the foregoing, (i) all salary adjustments for all years for all members currently on payroll implemented pursuant to this MOA shall be applied to base salary, even if they exceed the salary maximum; and, (ii) it is understood that members whose performance does not meet expectations may have their salaries fall below the minimum in a particular range.

2. Fiscal Year 2025- 2026

- a. 4% increase to all eligible members, other than eligible members whose overall rating is “does not meet expectations,” which members shall receive a 2% increase
- b. Additional \$400 increase to all members currently on payroll that received Exceptional Rating to base.
 - i. Increase Exceptional Rating Cap from 10% to 15%
- c. Night Shift Differential (one-time payout) increases from \$600 to \$1,000 – One Time Payout
- d. NEW: Weekend Shift Differential (one-time payout): \$500 – One Time Payout

3. Fiscal Year 2026 - 2027

- a. 4% increase to all eligible members, other than eligible members whose overall rating is “does not meet expectations,” which members shall receive a 2% increase
- b. Additional \$400 increase to all members currently on payroll that received Exceptional Rating
 - i. Increase Exceptional Rating Cap from 10% to 15%
- c. Night Shift Differential (one-time payout) increases from \$600 to \$1,000 – One Time Payout
- d. NEW: Weekend Shift Differential (one-time payout): \$500 – One Time Payout

4. Fiscal Year 2027 - 2028

- a. 4% increase to all eligible members, other than eligible members whose overall rating is “does not meet expectations,” which members shall receive a 2% increase
- b. Additional \$400 increase to all members currently on payroll that received Exceptional Rating
 - i. Increase Exceptional Rating Cap from 10% to 15%
- c. Night Shift Differential (one-time payout) increases from \$600 to \$1,000 – One Time Payout
- d. NEW: Weekend Shift Differential (one-time payout): \$500 – One Time Payout

Order of Operations

- 1. Base adjustment
- 2. Percentage increase
- 3. Exceptional Rating increase
- 4. Longevity

Administrative

Article Numbers and an Index will be inserted into the merged contract.

Signed this day of November 20, 2024.

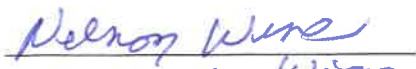
For the Union:


Augustin Sanchez
Staff Representative AFSCME New Jersey

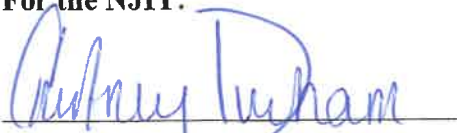

Orlando Castillo
President


David Paredes
Negotiating Team Member

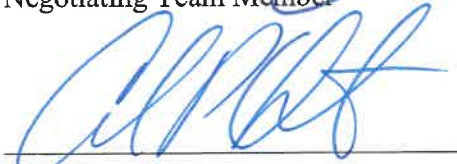

Melchior Perre
Negotiating Team Member


Nelson Wise
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For the NJIT:


Anthony Durham
Chief Negotiator


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Ronald Blatman
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