

## MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT**, made this 20<sup>th</sup> day of November 2019, by and between New Jersey Institute of Technology ("NJIT") and 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 collective negotiations agreement for the term July 1, 2019, to June 30, 2023, hereafter referred to as the "Agreement."

1. **Article III, Non-discrimination** – replace existing language with the following:  
"The Employer and the Union agree there shall not be any discrimination, including harassment, based on race, creed, color, national origin, nationality, ancestry, age, sex, marital status, civil union partnership status, domestic partnership status, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, liability for military service, and mental or physical disability, including perceived disability and AIDS and HIV status, political affiliation or union membership or non-membership, assistance on behalf (or restraint from same), pregnancy or breastfeeding, gender identity or expression, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer, or any other category prohibited by law."
2. **Article V, Dues Deduction** – remove all references to the representation fee.
3. **Article VII, Discipline and Discharge** – add the following provision to the article:  
"Employees should refrain from the use of personal cell phones, headphones, and other personal electronic devices during working hours, except for rest periods, breaks, and lunch, or emergency situations. Repeated unauthorized use of personal electronic devices during work hours, use of such devices in a manner which presents a safety or security risk, or inappropriate use of these devices for the purposes of unlawful harassment or any other activities that violate NJIT policies may result in disciplinary action, up to and including termination of employment."
4. **Article X, Seniority** – revise Section B as outlined in Exhibit A.
5. **Article XIV, Holidays** – replace the language in Section D with the following: "For each fiscal year of this Agreement, an OPEIU employee may choose two (2) of the following holidays as paid holidays: Columbus Day, Veterans' Day, Election Day, Presidents' Day, or one (1) day during Spring Break week."
6. **Article XVI, Sick Leave** – revise Section D(4) as follows: "If absent for five (5) or more consecutive working days, the employee must present a physician's statement specifically validating the duration and nature of illness or injury enabling sick leave usage. An employee absent for unanticipated Sick Leave for

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any and all periods totaling more than ten (10) days in the previous twelve (12) months, in any fiscal year, may be required to submit a physician's statement validating the duration and nature of illness enabling Sick Leave usage."

7. **Article XVIII, Bereavement Leave** – this article will be revised as follows:
  - a. Section A – Revise the first sentence as follows: "Bereavement leave under Section C below is available to employees in paid status, who have a minimum of one (1) year of seniority service credit and have no unpaid or unauthorized absences...."
  - b. Section B – the term will be July 1, 2019 through June 30, 2023.
  - c. Section D – Add the following immediate family members: stepchild, stepparent, grandparent, mother-in-law, father-in-law, brother-in-law, and sister-in-law.
  - d. Section E – add the following to this section: "For other family members not listed above, an employee may request use of vacation or personal time from their supervisor, and such request may not be unreasonably denied."
8. **Article XXIII, Vacation** – add the following to Section B(3): "A minimum of one week (5 days) of vacations picks must be submitted between May 1 and May 31 for approval, for use between July 1 and June 30 of each fiscal year. These picks will be granted based on seniority during the submission period."
9. **Article XXVI, Rest Periods** – this article will be revised as follows:
  - a. Section B – replace language with the following: "Employees, who are required to continue work on an Overtime basis with the anticipation that such overtime work will amount to at least half of their regular shift, shall receive a fifteen (15) minute Rest Period before they begin work on such next shift."
  - b. Section D – revise this section as follows: "All Public Safety employees are entitled to a thirty (30) minute paid lunch, and all non-Public Safety employees are entitled to a one (1) hour unpaid lunch, except in emergency/urgent business situations."
  - c. Add the following provision to this article: "Summer hour rest periods – All OPEIU members, except Public Safety Officers, will have only one 15-minute break during summer hours."
10. **Article XXXII, Hours of Work** – add a section to this article as it applies to Public Safety Officers' Overtime as outlined in Exhibit B.
11. **Article XXXIII, Acting Capacity** – keep the existing language, and add that any employee designated as an Alternate Dispatcher are also eligible to receive a \$300 cash stipend for each year he/she serves as an Alternate Dispatcher.

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12. **Article XXXIV, Salary Program and Compensation** – For all four (4) years of the Agreement salary increases shall be determined by the method set forth herein.
- a. Section A – this section will be revised as follows:
    - i. Minimums and maximums for each range are set forth in Exhibit C.
    - ii. For each fiscal year of the Agreement, effective starting Fiscal Year 2021, all eligible employees will receive an across the board increase of 0.5%.
  - b. Section B will remain unchanged.
  - c. Section C – this section will be revised as follows:
    - i. 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 1<sup>st</sup> of the year of the award. The Program will be administered as follows:
      - A. If an employee receives a “Falls Short” for two consecutive years, this will automatically be deemed as just cause for termination.
    - ii. For each fiscal year of the Agreement, effective starting Fiscal Year 2021, employees receiving a rating of “Meets Requirements” shall receive a 1.25% increase.
    - iii. For each fiscal year of the Agreement, effective starting Fiscal Year 2021, employees receiving a rating of “Mastery of Standards” shall receive a 1.75% increase.
    - iv. For each fiscal year of the Agreement, effective starting Fiscal Year 2021, employees receiving a rating of “Mastery of Standards” AND are approved by the area Vice President for an “Exceptional Award” shall receive a 2.25% increase. The number of employees receiving an Exceptional Award shall not exceed 33% of eligible employees.
13. **Article XXXV, Uniforms** – Section B will be revised as follows: “NJIT shall provide the following scheduled annual uniform allowance to eligible employees for the maintenance, repair, and replacement of uniforms: Fiscal Year 2020 - \$1500; Fiscal Year 2021 - \$1525; Fiscal Year 2022 - \$1550; and Fiscal Year 2023 - \$1575.”

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14. **Article XXXVIII, Employee Performance Evaluation** – this article will be revised to remove any reference to the “ER” rating (consistently exceeds established requirements and expectations); evaluation forms will be updated to allow supervisors to recommend members for an “exceptional award.” On this form, the supervisor must provide a justification for the recommendation (must be at least one paragraph). The area Vice President will review the recommendations and decide who will receive the exceptional award. The number of employees who can receive an exceptional award shall not exceed 33% of the eligible employees during the year of the award.
15. **Article XLII, Emergency Closing** – this article will be revised as follows:
  - a. Section A – this section will be revised as follows: “The university may, from time to time, officially close its operations in whole or in part following procedures outlined in the Contingency Plans for Emergency Closing, in response to unusual conditions such as inclement weather or unanticipated occurrences emanating from internal or external factors and rendering the university, or a part thereof, unfit for regular operations. The authority to close operations is vested in and restricted to the President and, as permanent designee, the Vice President for Real Estate Development and Capital Operations. A declaration that there is a state of emergency by the Governor of the State of New Jersey does not officially close university operations nor does it reduce the expectation that those herein deemed essential services personnel will report to active employment.”
  - b. Section B - this section will be revised as follows: “An Emergency Closing may be declared at any hour of the day. The start and end times of enhanced pay shall be determined exclusively by the university by considering the rate and amount of snowfall, along with the closure of university administrative offices.”
  - c. Section D – add the following sentence to this section: “This provision does not apply to Public Safety Officers.”
  - d. Section F – this section will be revised as follows: “‘Pre-approved time off’ is defined as requests for time off made to the shift supervisor no later than 24 hours prior to the start of the storm. Any request after this period shall not be considered pre-approved. When an employee is otherwise absent from the university in a pre-approved (or otherwise authorized) paid leave, and accordingly charged paid accrual of an appropriate benefits bank, and an Emergency Closing is effected on the same day as the pre-approved paid absence, only that time (on an hour-for-hour charge, for those eligible for

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Overtime, or a half (1/2) day charge for all others) that the university is open for regular reporting from such individual, had he/she not been on an approved leave, will be charged from the pre-approved or otherwise authorized paid benefits bank. This pro-ration of leave time will not occur if the leave is requested on the date of the emergency closing. In this event, if the leave is otherwise authorized, the full day will be charged.”

16. **Article XLIV, Drug-Screening** – replace the entire article with the following language: “NJIT and OPEIU agree to conduct drug screenings in accordance with the applicable Attorney General Guidelines and NJIT Police Department Standard Operating Procedures. This article only applies to Public Safety Officers.”
17. **Article XLV, Duration** – the term of the new Agreement is July 1, 2019 through June 30, 2023.
18. **PSO/Dispatcher Career Ladder** – effective January 1, 2020.
  - a. To allow for greater career growth among unit employees the following career ladder shall be implemented:
    - i. PSO Leader – Range 15; maximum of two PSO leaders provided that funding is available. Job description is pending.
    - ii. Senior Dispatcher – Range 16; maximum of two Senior Dispatchers provided that funding is available. Job description is pending.
    - iii. Dispatcher Leader – Range 17; maximum of one Dispatcher Leader provided that funding is available. Job description is pending.
  - b. As senior positions become available through attrition or need, existing employees are provided promotional opportunity, if qualified. Employees promoted to a senior position shall complete a probationary period of 90 days, commencing from the effective date of the promotion. If the employee is unsuccessful in the new role, he/she will revert to his/her previous position and salary level.
  - c. Selection Process
    - i. The appointment will be chosen from eligible members with at least 2 years of service at the current position with the department.
    - ii. Interested PSOs / Dispatchers will have 10 days from the posting in PowerDMS or other notification system to submit via written communication their interest in a senior role and/or lead role.
    - iii. After submissions are received, a command and sergeant review will be conducted and documented in the presence of at least 2 Sergeants, 2 Lieutenants, the Deputy Chief and Chief of Police.

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- iv. An eligible employee may be appointed to one of the senior or lead positions by the Chief of Police or his/her designee, after the review process is completed.
  - v. Submitting for the position does not guarantee a selection, if job requirements and/or prescribed responsibilities cannot be met by those who applied.
- 19. **Temporary Limited Duty** – add a section to the Agreement about limited duty:
  - a. Subject to operational considerations including budgetary constraints, the University may modify an OPEIU member's job responsibilities.
  - b. Each modified job assignment is made on a case-by-case basis, and assignments shall not set a precedent for other circumstances.
  - c. Ordinarily, temporarily modified duty assignments will not exceed ninety (90) day duration. The department head or her/his designee may grant an extension after consideration on a case-by-case basis.
  - d. An employee's refusal to accept a modified assignment may be construed as a refusal of work, after which the University may post her/his position.
- 20. **Temporary Limited Duty Explanation Package** – add a section to the contract about the documentation required for temporary limited duty:
  - a. The temporary limited duty explanation (TLD) package includes the following:
    - i. Doctor's evaluation form, filled out and signed by the employee.
    - ii. The current job description of the employee.
    - iii. List of the examples of limited duty tasks available.
  - b. The purpose of the TLD package is to provide the treating physician with correct information as to the present duties of the employee and examples of available limited duty tasks. The response of the treating physician will be evaluated; and if the physician has indicated that the employee is temporarily not able to return to his regular position but is physically able to perform temporary limited-duty assignments, he/she will be required to report for limited duty, subject to the determination of the department head as to the Department's needs. TLD assignments shall, to the extent possible be related to the type of work normally performed by the employee. TLD assignments are temporary and will be discontinued if any of the following occur:
    - i. The treating physician returns the employee to full duty with no restrictions;
    - ii. The treating physician temporarily prohibits the employee from continuing with a limited-duty assignment;
    - iii. There are no longer available tasks within the Department that will accommodate the employee's capabilities and restrictions;
    - iv. The treating physician indicates that the employee has reached maximum medical improvement and will not be able to return to his prior position; or

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- v. An employee has been on temporary limited duty for a period of eight (8) months. (The eight-month period may be extended at the discretion of the department head.) The department head will be sole determinant for ruling on the extension of the eighth-month period.
  - c. Functional capacity exams may be used by the University to address the question of maximum medical improvements, as provided for herein, or where an employee has an orthopedic or muscle-related injury and requests a reasonable accommodation under the Americans with Disabilities Act.
- 21. **Special Salary Actions** – the following provision will be added to the Agreement: “Special salary actions shall be made at the sole discretion of the University in response to bona-fide outside employment offers, to respond to market conditions in critical areas, and to implement salary equity adjustments. These salary actions shall not be drawn from any negotiated salary program or pool of money. OPEIU will receive notification of any such actions. The amount awarded in a special salary action shall be no more than 10% of the employee’s current salary or 10% of the maximum of the applicable salary range; whichever is less.”
- 22. All other terms and conditions previously agreed to in interim agreements during negotiations are incorporated herein.
- 23. The parties agree to continue negotiations on unresolved issues as set forth in a Side Letter of Agreement. (Exhibit D).
- 24. Both Management and Union agree to recommend this MOA to their respective constituencies within (30) days for final approval.

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Holly Stern

Holly Stern, Esq.

Interim Vice President Human Resources

Date 11/20/19

For OPEIU, Local 32

Mary Short

Mary Short

OPEIU Representative

Date 11/20/19

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### EXHIBIT A: ARTICLE X, SENIORITY, SECTION B

#### **B. Application**

##### **1. Layoff**

- a. If a reduction in force is necessary. Layoffs shall take place within a designated department or salary range job

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classification in the inverse order of the date of hire into the job classification position.

- b. The Employer shall simultaneously provide the Union and the employee(s) concerned at least two (2) weeks notice of Layoff. The Union may request and have scheduled a meeting with the Vice President of Human Resources or his/her designee to discuss possible alternatives; however, the final discretion rests with the Employer.
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- c. When an employee is scheduled for Layoff due to reduction or reorganization in the workforce, prior to any bumping permitted pursuant thereto, the employee shall be considered for transfer into a vacancy if one exists and if determined qualified by the Employer, the employee shall be transferred into said vacancy. Transference into the vacant position carries a ninety (90) day performance based probationary period. During said period, if the Employer is not satisfied with the probationary employee's performance but no earlier than sixty (60) days into the probationary period it will then place such employee on Layoff. An employee thus laid off shall remain entitled to Recall for the remainder of the Recall period but shall not be entitled to bump again unless recalled and he/she successfully completes the associated probationary period after which he/she is again laid off. Existence of the probationary period satisfies the notice of Layoff requirement. Nothing herein waives or modifies the right of the Employer to terminate an employee for just cause at any time. Discharge during the probationary period is not grievable.
  - d. When an employee is scheduled for a Layoff due to a reduction or reorganization in the workforce, he/she shall be permitted to exercise his/her seniority rights to replace (bump) an employee with less seniority provided the employee with greater seniority is qualified to perform the work and provision c. above has been followed, if applicable.
    - i. For purposes of this Agreement "qualifications" shall be determined by the Employer. However, the Union may discuss any questions of "qualifications" with the designee of the Vice President of Human Resources and/or the Labor/Management Committee established under Article VII, Labor/Management Committee, of this Agreement.
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- ii. Bumping is permitted upward, laterally or downward. Qualifications review of a bumping applicant shall begin with the least senior held position ~~in the classification~~ in the same salary range of the bumping applicant and proceed to the next least senior held position ~~in that classification~~ the same salary range until an actual bumping is accepted by the Employer, or the five (5) least senior positions are exhausted. In the event of failed bumping into the same ~~classification~~ salary range from which laid off, a bumping applicant shall be entitled to qualifications review of the first to fifth least senior held positions ~~in another any other classifications~~ salary range. No employee ~~may be bumped~~ more than once during any fiscal year.
  - iii. An employee successfully exercising his/her bumping privileges pursuant hereto, shall serve a ninety (90) day performance based probationary period. During said period, if the Employer is not satisfied with the probationary employee's performance, but not earlier than sixty (60) days into the probationary period, it will then place such employee on Layoff. An employee thus laid off shall remain entitled to Recall for the remainder of the Recall period but shall not be entitled to bump again unless recalled and he/she successfully completes the associated probationary period after which he/she ~~is~~ again laid off. Existence of the probationary period satisfies the notice of Layoff requirement. Nothing herein waives or modifies the right of the Employer to terminate an employee for just cause at any time. Discharge during the probationary period is not grievable.
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- iv. An employee exercising bumping privileges shall be limited to one (1) placement and no position shall be subjected to more than one (1) bumping during any period of Layoff. For example, should position X in Department A experience employee displacement due to contractually authorized bumping, position X is thereafter exempt from bumping eligibility for the duration of the defined period of Layoff(s). For purposes of the remaining term of the controlling Collective Bargaining Agreement and this provision, there shall be two (2) defined periods of Layoff. The first period shall incorporate any and all Layoffs

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enacted from July 1, 2014~~9~~ through June 30, ~~2013~~2021. The second period shall incorporate any and all Layoffs enacted from July 1, ~~2013-2021~~ through June 30, ~~2015~~2023.

- v. The members of the unit so laid off and thereafter electing to exercise their bumping rights must notify the university of said election within one (1) business day following formal notification of Layoff.
- vi. Salary Range and Step placement for an employee successfully exercising the contractually authorized bumping privilege shall be as follows:
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### (1) Bumping to Same Salary Range Position

No change.

### (2) Bumping to Lower Range Position

~~The employee should be placed at the same or nearest higher Step on the new Salary Range from that Step occupied prior to Layoff, if available in the Range. If not available within the Range, then the employee shall be placed at the closest Step available within the Range.~~ shall receive the equivalent salary as the bumped incumbent provided that the bumped incumbent's salary is 10% or less than the employee's current salary. If the incumbent's salary is more than 10% less than the employee's current salary, the employee shall receive a reduction of 10% of his/her current salary.

### (3) Bumping to Higher Range Position

~~The employees shall be placed at the same or nearest higher Step on the new Salary Range from that step occupied prior to Layoff.~~ employee shall receive the equivalent salary as the bumped incumbent provided that the bumped incumbent's salary is no more than 10% higher than the employee's current salary. If the bumped incumbent's salary is more than 10% of the employee's current salary, the employee shall receive a 10%

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increase to his/her current salary.

- vii. For purposes of determination and implementation of university Layoff(s) and seniority and qualification driven bumping only, all formally recognized OPEIU Stewards shall be considered the most senior employees in the bargaining unit. Among and between said Stewards actual seniority ranking shall control if and when the election to exercise superior seniority status amongst and between said Stewards is necessary. OPEIU shall provide the Department of Human Resources with a list of Stewards at the beginning of each fiscal year.
- viii. The parties hereto commit to work together toward minimization of departmental, university and bargaining unit disruption caused by implementation of the contractually authorized Layoff and bumping scheme.

### **2. Recall**

- a. The Recall period shall be for twelve (12) calendar months from the date of original Layoff.
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- b. For the period of Recall, employees laid off from their positions shall be entitled to Recall, by seniority, to the ~~job classification position~~ within the department from which originally laid off. ~~Additionally, for the period of Recall, employees laid off from their positions shall be eligible for probationary Recall into any job classification position, regardless of department, however, for Recall to any position other than the position from which originally laid off, the employee must first be considered qualified to perform in the position to which Recall is desired and second must serve a ninety (90) day performance based probationary period, during which time the employee may be discharged without resort to the Grievance Procedure. During said period, if the Employer is not satisfied with the probationary employee's performance, but no earlier than sixty (60) days into the probationary period, it will then place such employee on Layoff. An employee thus laid off shall remain entitled to Recall for the remainder of the Recall period but shall not be entitled to bump again unless recalled and he/she successfully completes the associated probationary period after which he/she is again laid off.~~
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- c. Employees laid off, pursuant to this Agreement, shall retain, in addition to the twelve (12) month Recall potential, only those contractual benefits required by law.
  - d. All employees on the Recall roster must be recalled to their former jobs, if reinstated, prior to the hiring of new employees into such positions.
  - e. Employees recalled or offered Recall review pursuant hereto must accept the position or review within ten (10) calendar days of notice thereof by the Employer or they shall be removed from the Recall roster permanently. Notice herein shall be effective three (3) business days following posted mailing by both certified and regular mail of Recall or Recall review or by actual, personal or telephone notification to the subject employee, whichever first occurs.
  - f. Employees who have accepted a position with the Employer on Recall must, in any event, return fully to the position within ten (10) calendar days of acceptance or they shall be removed from the Recall roster permanently.
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### EXHIBIT B: ARTICLE XXXII, HOURS OF WORK, SECTION D

#### Public Safety Officer Overtime Provisions

##### *Overtime*

1. Subject to provision B. above, time and one-half (1/2) the employee's regular hour rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:
  - a. All work performed in excess of any regularly scheduled and worked shift.
  - b. All work performed in excess of any regularly scheduled workweek in which any employee worked or received paid excuse there from.
  - c. All work required by the Employer to be performed before or after any scheduled work shift.
  - d. All work required by the Employer to be performed on an employee's regular sixth (6th) day off.
2. If Overtime work is available, it shall be distributed first to the persons doing such work normally. If there is Overtime work that is normally performed by more than one person in the same job classification and there is only enough Overtime for one employee, the most senior employee shall have the right of first refusal on such time. The next such Overtime opportunity will go to the next most senior employee in the classification normally doing the work. If a greater number than those normally doing the work are required, the work shall be distributed equally among those within the same job classification qualified to perform the work.
  - a. In the event overtime is required, it shall be made available to senior public safety officers first, in seniority order.
  - b. This shall be accomplished by posting overtime on a department bulletin board and/or any notification system when prior knowledge of overtime is known.
  - c. When prior knowledge of overtime is not known, public safety officers physically on duty shall be asked to cover the overtime with most senior officers having right to first refusal.
  - d. In the event the department fails to acquire a volunteer for overtime assignment then a public safety officer shall be ordered to work in reverse seniority order from within their respective job classification.
  - e. In the event a public safety officer is held in reverse seniority order the supervising officer shall order the least senior public safety officer, when possible, that is physically at work. This process will continue until all officers have been order. Once the list has been exhausted, it shall start again with the least senior officer.

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- f. Job classifications shall be defined as Senior Security Officer or Dispatcher / Alternate Dispatch in XXXII section 2 of this agreement.
  - g. A dispatcher / alternate dispatcher shall only be ordered to work the field when there is insufficient senior security officers available to work within their job classification. Otherwise, dispatchers / alternate dispatchers shall only be ordered for dispatcher center overtime assignments.
  - h. Senior security officers, without alternate dispatcher training, shall only be ordered for assignments within the field and not in the communication center.
  - i. All external overtime assignments, e.g. sports events, conferences, etc..., may be worked by either job classification. If an officer is ordered for external events, they will be marked on their respective overtime list.
  - j. In the event of an emergency as determined by the Chief of Police or in the event of staff shortages below 15% of total Public Safety positions officers from either classification may be ordered into work.
3. The distribution of Overtime shall be posted each six (6) months. If the Union is dissatisfied with the distribution of overtime work, it shall discuss the matter with the appropriate supervisor and the Chief and Deputy Chief of Police.
- a. A seniority list shall be maintained in the sergeants work area and provided for viewing to any public safety officer or dispatcher upon their request and supervisor availability. Sergeants will update this list as officers are ordered to ensure its accuracy.
4. Where overtime is mandated in reverse seniority order, nothing shall prevent the assigned employee from securing another Officer to serve in his/her stead with the approval of the supervisor, which shall not be unreasonably denied. However, in such case it is understood that the other provisions of this article referencing the rotation of overtime are inapplicable and do not apply. If a Public Safety Officer employee volunteers for a shift and actually works at least 8 (eight) hours, that employee's name will be moved to the bottom of the mandatory overtime list.
- b. In the event of an exigent circumstance, that prevents either a senior security officer or Dispatcher / Alternant Dispatcher from working their overtime assignment proper documentation must be submitted and the next least senior officer for the job classification shall be order.
  - c. The officer excused from their place in the rotation, upon their return to work will be next on the overtime order list.
  - d. If anyone volunteers for overtime this does not remove him or her from the overtime order list. They shall still be ordered within the rotation.

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## EXHIBIT C: Salary Matrix

Range	F20		F21		F22		F23	
	Min	Max	Min	Max	Min	Max	Min	Max
9	\$ 29,763	\$ 47,460	\$ 29,763	\$ 48,528	\$ 29,763	\$ 49,620	\$ 29,763	\$ 50,736
10	\$ 31,055	\$ 49,591	\$ 31,055	\$ 50,707	\$ 31,055	\$ 51,848	\$ 31,055	\$ 53,015
11	\$ 32,406	\$ 51,831	\$ 32,406	\$ 52,997	\$ 32,406	\$ 54,189	\$ 32,406	\$ 55,408
12	\$ 33,829	\$ 54,195	\$ 33,829	\$ 55,414	\$ 33,829	\$ 56,661	\$ 33,829	\$ 57,936
13	\$ 35,315	\$ 56,715	\$ 35,315	\$ 57,991	\$ 35,315	\$ 59,296	\$ 35,315	\$ 60,630
14	\$ 36,884	\$ 59,329	\$ 36,884	\$ 60,664	\$ 36,884	\$ 62,029	\$ 36,884	\$ 63,425
15	\$ 38,530	\$ 62,069	\$ 38,530	\$ 63,466	\$ 38,530	\$ 64,894	\$ 38,530	\$ 66,354
16	\$ 40,255	\$ 64,942	\$ 40,255	\$ 66,403	\$ 40,255	\$ 67,897	\$ 40,255	\$ 69,425
17	\$ 42,070	\$ 68,001	\$ 42,070	\$ 69,531	\$ 42,070	\$ 71,095	\$ 42,070	\$ 72,695
18	\$ 43,979	\$ 71,167	\$ 43,979	\$ 72,768	\$ 43,979	\$ 74,405	\$ 43,979	\$ 76,079
19	\$ 45,978	\$ 74,474	\$ 45,978	\$ 76,150	\$ 45,978	\$ 77,863	\$ 45,978	\$ 79,615
20	\$ 48,978	\$ 78,025	\$ 48,978	\$ 79,781	\$ 48,978	\$ 81,576	\$ 48,978	\$ 83,411
21	\$ 50,285	\$ 81,694	\$ 50,285	\$ 83,532	\$ 50,285	\$ 85,411	\$ 50,285	\$ 87,333
22	\$ 52,603	\$ 85,572	\$ 52,603	\$ 87,497	\$ 52,603	\$ 89,466	\$ 52,603	\$ 91,479
23	\$ 55,037	\$ 89,625	\$ 55,037	\$ 91,642	\$ 55,037	\$ 93,704	\$ 55,037	\$ 95,812
24	\$ 58,690	\$ 95,684	\$ 58,690	\$ 97,837	\$ 58,690	\$ 100,038	\$ 58,690	\$ 102,289
25	\$ 61,424	\$ 100,284	\$ 61,424	\$ 102,540	\$ 61,424	\$ 104,847	\$ 61,424	\$ 107,206
26	\$ 64,300	\$ 105,088	\$ 64,300	\$ 107,452	\$ 64,300	\$ 109,870	\$ 64,300	\$ 112,342
27	\$ 67,317	\$ 110,137	\$ 67,317	\$ 112,615	\$ 67,317	\$ 115,149	\$ 67,317	\$ 117,740
28	\$ 70,486	\$ 115,395	\$ 70,486	\$ 117,991	\$ 70,486	\$ 120,646	\$ 70,486	\$ 123,361
29	\$ 73,815	\$ 120,964	\$ 73,815	\$ 123,686	\$ 73,815	\$ 126,469	\$ 73,815	\$ 129,315
30	\$ 77,308	\$ 126,756	\$ 77,308	\$ 129,608	\$ 77,308	\$ 132,524	\$ 77,308	\$ 135,506

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### EXHIBIT D – SIDE LETTER OF AGREEMENT

The parties covenant in good faith to continue discussions on the following topics, and will incorporate further changes to this agreement, based on the outcome of these further negotiations:

- 1) Article XIII – Training – The Union seeks additional training related to bullying in the workplace. NJIT will review the existing training courses on unlawful harassment and update those trainings, as needed.
- 2) Article XXX – Health Benefits – the parties will revisit this article in the Agreement if the State makes any updates or changes to the State Health Benefit Plans.
- 3) Article XXXIV – Merit Program – the parties will enter into a separate MOA that will address the merit program for this year.

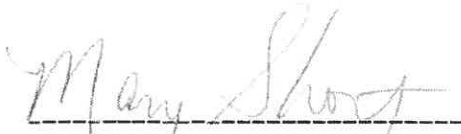
**For New Jersey Institute of Technology**

  
\_\_\_\_\_  
Holly Stern, Esq.

Interim Vice President Human Resources

Date 11/20/19

**For OPEIU, Local 32**

  
\_\_\_\_\_  
Mary Short

OPEIU Representative

Date 11-20-19