

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT**, made this 22nd day December 2022, by and between New Jersey Institute of Technology (“NJIT”) and the New Jersey Institute of Technology Professional Staff Association, Inc./AAUP (“PSA”), the Parties to this Agreement.

WHEREAS, by Agreement dated July 23, 2021, NJIT and PSA negotiated the terms of a successor collective negotiations agreement extending the terms of the Agreement from July 1, 2019 through June 30, 2023 (the “2019 Agreement” the complete terms of which are in the process of consolidation into a comprehensive agreement);

WHEREAS, the 2019 Agreement modified certain terms and conditions of employment from those set forth in the 2015 Agreement;

WHEREAS, among the terms and conditions of employment modified by the 2019 Agreement were those impacting Fiscal Year 2023 salary pools, PSA Staff evaluations, The Faculty Merit Program, the Lecturer Merit Program, and the Professors of Practice Merit Program. The 2019 Agreement did not modify the Academic Administrators Merit Program in the 2015 Agreement;

WHEREAS, the parties recognize that unanticipated complications arose in the implementation of the Faculty Merit Program (numbered paragraphs 11 and 13 of the 2019 Agreement) and the Lecturer Merit Program (numbered paragraphs 12 and 13 of the 2019 Agreement); and,

WHEREAS, in order to resolve all disputes concerning the implementation of the Faculty and Lecturer Merit Programs, in the interest of avoiding unnecessary conflict over the implementation of the Faculty and Lecturer Merit Programs, and in the interest of the PSA Unit as a whole, the parties have agreed to the terms set forth below;

NOW, THEREFORE, the Parties agree as follows:

1. The above WHEREAS clauses are hereby incorporated into this agreement in their entirety.
2. All PSA unit employees who would otherwise be eligible to have received merit increases in the Year Four (4), July 1, 2022 distribution, and are on the payroll as of the date of ratification of this agreement shall receive a one-time payment of Two Hundred Seventy Five Dollars (\$275.00), not to base, less applicable taxes and deductions, no later than within sixty (60) days from the signing of this Agreement.
3. Faculty Merit for Year 4

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- a. The process established through paragraphs 11(a) through 11(h) and 11(j) through 11(r), and 13(a) and 13(c) through 13(f) of the 2019 Agreement shall be set aside.

- b. Paragraph 11(i) of the 2019 Agreement shall be modified as follows:

Each Department will be allocated a dollar amount based on the contractual dollar pool value derived from salaries from within that Department, except as otherwise provided for in this T.A. This dollar pool value will be divided into an across the board merit and a discretionary portion amount. ~~The Department dollar merit allocation and the normalized score percentages will be used to calculate the maximum salary percentage increase for the highest scoring T & TT person.~~ No less than eighty percent (80%) of each Department's dollar pool shall be distributed to all eligible Department Faculty at an equal percentage. No more than twenty percent (20%) of the Department's dollar pool shall be distributed according to discretionary distribution.

- c. Paragraph 11(s) of the 2019 Agreement shall remain unchanged.

4. Lecturer Merit Program for Year 4:

- a. The process established through paragraphs 12(a) through 12(h) and 12(j) through 12(o) of the 2019 Agreement shall be set aside.

- b. Paragraph 12(i) of the 2019 Agreement shall be modified as follows:

Each Department will be allocated a dollar amount based on the contractual dollar pool value derived from salaries from within that Department, except as otherwise provided for in this T.A. This dollar pool value will be divided into an across the board merit and a discretionary portion amount. ~~The Department dollar merit allocation and the normalized score percentages will be used to calculate the maximum salary percentage increase for the highest scoring T & TT person.~~ No less than eighty percent (80%) of each Department's dollar pool shall be distributed to all eligible Department Lecturer at an equal percentage. No more than twenty percent (20%) of the Department's dollar pool shall be distributed according to discretionary distribution.

- c. Paragraph 12(p) of the 2019 Agreement shall remain unchanged.

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5. This agreement represents a good faith effort on behalf of NJIT and the PSA to resolve their differences with regard to implementation of the merit system, in the interests of positive labor relations, and is not intended as an admission of wrongdoing by either party, nor shall it be deemed precedential in future matters in dispute except to enforce the specific terms and conditions of this Agreement.

This Agreement, the 2015 Agreement, and the 2019 Agreement together constitute the entire agreement between the Parties. This Agreement may not be modified except by a fully executed written instrument and any modification shall be limited to express terms identified as modified. In the event there is a discrepancy between this Agreement and the 2015 Agreement or the 2019 Agreement, this Agreement will prevail.

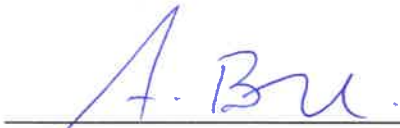
Executed this 22nd of December 2022

For New Jersey Institute of Technology



Dale McLeod
Vice President, Human Resources

For PSA/AAUP



Amitabha Bose
PSA President