

ARTICLE VIII

COMPENSATION

Subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purposes identified for the full period covered by this Agreement, the following economic provisions shall apply:

A. Academic Base Salary Ranges

Each position in the negotiations unit shall be assigned to a specific academic base salary. There shall be a salary minimum for each rank. No full-time unit member shall be paid less than the minimum and no part-time unit member shall be paid less than the prorated minimum. The salary minima are contained in the Appendices.

B. Salary Increases

1. A one-time lump sum payment in the total amount of \$2,000 will be made to those employees holding positions in the collective negotiations unit on July 1, 2013 and continuing through the date of payment. The \$2,000 lump sum payment will be paid to eligible employees as follows: \$1,000 will be paid following ratification of the Agreement; \$1,000 will be paid the first full pay period after July 1, 2016.

2. Fiscal Year 2014-2015

All persons who were members of the faculty on June 30, 2014 and who continue to be employed as faculty members through the date of payment, shall receive a 2% across the board salary increase to his/her academic base salary retroactive to July 1, 2014. Following ratification of the Agreement, retroactive across-the-board salary increases will be paid as soon as reasonably practicable.

3. Fiscal Year 2015-2016

All persons who were members of the faculty on June 30, 2015 and who continue to be employed as faculty members through the date of payment, shall receive a 2% across the board salary increase to his/her academic base salary retroactive to July 1, 2015. Following ratification of the Agreement, retroactive across-the-board salary increases will be paid as soon as reasonably practicable.

4. Fiscal Year 2016-2017

The merit program for fiscal year 2016-2017 shall provide for merit salary increases to base salary from a pool of funds ("salary pool"), which salary pool shall be in the amount of 2.125% of the total academic-base salary payroll for all bargaining-unit members eligible for merit increases as of the first full payroll period in August 2015. The University shall disburse the entire amount of the merit adjustment pool. The amount of a merit salary increase, if any, that

may be awarded shall be at least 1% of the faculty member's academic base salary. A faculty member may receive a merit salary increase of up to 7.5% of the faculty member's academic base salary.

5. Fiscal Year 2017-2018

The process to determine Merit Based Increases for Fiscal Year 2017-2018 shall be as set forth in the Side Letter of Agreement dated September 21, 2015. The merit program for fiscal year 2017-2018 shall provide for merit salary increases to base salary from a pool of funds ("salary pool"), which salary pool shall be in the amount of 2.125% of the total academic-base salary payroll for all bargaining-unit members eligible for merit increases as of the first full payroll period in August 2016. The University shall disburse the entire amount of the merit adjustment pool. The amount of a merit salary increase, if any, that may be awarded shall be at least 1% of the faculty member's academic base salary. A faculty member may receive a merit salary increase of up to 7.5% of the faculty member's academic base salary.

6. The salary increases in this Section B shall be subject to the following terms and conditions:

- a. All unit members hired on or before February 1 of the calendar year in which each merit increase is effective, and who received performance evaluations of satisfactory or better for the preceding fiscal year shall receive a merit increase. Unit members who receive less-than-satisfactory performance evaluations for the fiscal year preceding the effective date of each merit adjustment shall not be eligible to receive a merit increase.
- b. All salary increases shall be calculated based upon the unit member's salary as of the day prior to the effective day of each salary increase.
- c. On an annual basis, each bargaining unit member shall be assessed and evaluated as to professional competence in the performance of his or her duties over the year in question. The written evaluation and supporting documentation shall be submitted by the department Chairperson to the appropriate Dean for faculty and by the campus library director to the University Librarian or his or her designated representative for librarian unit members and to the bargaining unit member within 30 days of his or her evaluation date and shall be incorporated in the permanent personnel file.
- d. Merit increases shall be based solely on the unit member's performance evaluation during the fiscal year preceding the effective date of the increase.
- e. Merit increase funds shall be allocated on a School- or Library-wide basis, that is, not on the basis of departments or other units.

- f. Merit increases, if any, shall be given before a determination is made as to whether the resulting new academic-base salary is at or higher than the new minimum of the pertinent salary range, or if an additional salary increase is required to bring the academic-base salary to the minimum of the range.
7. Completed evaluations shall be provided to unit members by the first working day in September of each year. The Chair/Supervisor and unit member shall meet to discuss the evaluation by September 15 of each year.
8. There shall be an appeal procedure for less-than-satisfactory performance evaluations of bargaining unit members, as follows:
 - a. A unit member who receives a rating of less than satisfactory may appeal such rating by filing a request for review within thirty (30) calendar days of receipt of the evaluation being appealed, or by September 30 following the fiscal year to which the evaluation applies, whichever is later. The request shall be filed with the Office of Academic Labor Relations, who shall provide copies to the Executive Director of the Association and the Appeals Panel established by this subsection.
 - b. The review shall be by an Appeals Panel comprised of two persons designated by the Executive Director of the Association, two persons designated by the University, and a person designated jointly by the Executive Director of the Association and the University, who shall be the chair of the Appeals Panel. The Executive Director of the Association and University shall designate substitute person(s) for the Appeals Panel in cases in which the originally designated person(s) cannot hear the matter because of a conflict of interest.
 - c. The Appeals Panel shall schedule the review at a mutually convenient time. The parties may make written submissions to the Appeals Panel no later than seven (7) calendar days prior to the date scheduled for review. The Panel may request additional information from the parties.
 - d. The Appeals Panel shall issue its decision to the parties, the Executive Director of the Association and the Executive Director of Academic Labor Relations within thirty (30) calendar days following the date of the review, and the decision shall be final and binding on all parties.

If the Appeals Panel sustains the appeal and agrees that the unit member's performance was satisfactory, the appellant shall receive a merit increase within the range for such increases applicable to the year in question; the Appeals Panel shall make a recommendation for the amount of the merit increase, and the recommendation will be forwarded to the Chancellor of RBHS who will accept, decline or modify the recommendation as to the amount of the merit increase. The decision of the Chancellor as to the amount of the merit increase will be final and binding. The recommendation of the Appeals Panel and the decision of the Chancellor regarding the merit increase will be provided to the parties and the

Executive Director of the Association.

If the Appeals Panel does not sustain the appeal and agrees that the unit member's performance was less than satisfactory, the unit member shall receive no merit adjustment for the year in question.

- e. The Appeals Panel, the Association and the University shall hold in strict confidence all materials supplied to the Panel, the Panel's decisions and recommendations, and the decisions of the Chancellor.
9. On August 1 and February 1 of each year, the University shall provide to the Association a list of all unit members and their academic-base salaries. Monthly, the University shall provide to the Association documents reflecting academic-base salaries of new unit members and all changes to the academic-base salaries of unit members. The University represents that such documents shall reflect all adjustments to the academic-base salaries of unit members. The University shall also provide annually to the Association a list with the amount merit increase each unit member received that year, such list to be provided to the Association as soon as available, within ninety (90) days after the effective date of the increase.
- C. The Midpoints and Maxima of the academic-base salary ranges for all negotiations unit titles, including the salary ranges from the July 1, 2005 – June 30, 2010 collective negotiations agreement between UMDNJ and NJEA applicable to those employees previously represented by NJEA and now part of the AAUP-BHSNJ negotiations unit (and incorporated herein), shall be removed.

D. Extramural Support Incentive Awards

The process outlined below applies to grants awarded, and proposals submitted, prior to November 15, 2015. For proposals submitted after November 15, 2015, see Side Letter of Agreement dated September 21, 2015.

1. Faculty Unit Members

Awards in this category are in recognition of research grant or other extramural grant acquisition by faculty unit members (other than librarian unit members whose extramural support incentive awards are governed by Subsection 2 of this section). Faculty unit members eligible shall be those who are both principal investigators and principal authors of grant proposals which provide salary support for their own salaries. The maximum amount of grant support subject to this provision shall be \$30,000 (the "Award"). These awards shall not increase the base academic salaries of faculty unit members, nor shall they be used in calculating fringe benefits. The faculty unit member shall receive the bonus for each year that the grant support continues, and payment of the bonus will be made no later than September 30 following the fiscal year of the grant.

One-third of the Award shall constitute the bonus to the unit member; one-third shall be

utilized by the University; and one-third shall be utilized as agreed upon by the unit member and the Chairperson of the Department or the designee of the Dean of the School of Nursing.

If, after negotiation, the faculty unit member and the Chairperson of the Department or the designee of the Dean of the School of Nursing are unable to come to an agreement on the use of one-third of the Award, the lump sum bonus payment shall be one-half of the amount of the Award up to a maximum in a given fiscal year of \$15,000, and one-half of the Award shall be utilized by the University.

Faculty unit members who are required to support a percentage of their salaries using outside grant funds as a condition of their employment (*e.g.*, coterminous faculty) shall not be eligible for extramural support incentive awards.

E. Out-of-Cycle Increments

1. These awards are for the purpose of granting salary increments to those unit members whose compensation should be increased to reflect their accomplishments and productivity.
2. Out-of-cycle increments may be in any amount.
3. The Dean or University Librarian shall submit each nomination to the Senior Vice President for Academic Affairs with a curriculum vitae and letter of recommendation.
4. There shall be an alternative procedure for out-of-cycle increases. At any regularly-scheduled meeting of the departmental faculty, librarians or the School of Nursing faculty, the matter may be added to the agenda by the usual process. Nominations for out-of-cycle increases may be made by a majority vote of the members of the department, librarians or the School of Nursing faculty present at the meeting. Voting shall be by closed ballot. All nominations will be forwarded to the Dean of the School or the University Librarian, who will forward the nomination to the Senior Vice President for Academic Affairs with or without a supporting recommendation. Each nomination must be accompanied by a curriculum vitae and a letter of evaluation in support of the nomination. If the department Chair chooses not to endorse a nomination effectuated via this process, a letter of support written by another faculty member in the department must be provided.
5. Out-of-cycle increments shall be determined by the Senior Vice President for Academic Affairs upon recommendation by the pertinent Dean or the University Librarian. The decisions of the Senior Vice President for Academic Affairs as to awarding or not awarding an out-of-cycle increase and the amount of such increase shall be final and non-grievable. The Senior Vice President for Academic Affairs shall notify the AAUP of all out-of-cycle increments by providing the AAUP a copy of the pertinent documents.

F. Promotions

When an individual faculty unit member is promoted from one rank to another, the individual's academic base salary shall be adjusted to the minimum salary of the promotional rank or 10% above the individual's current salary, whichever is greater.

G. Salary Matching

The University may, at its discretion, increase the salary of an individual member of the bargaining unit in response to a bona fide outside offer of employment. The University shall submit its determination to offer such an increase in writing to the Association with a copy of the outside offer, a copy of the faculty unit member's curriculum vitae, and the current and proposed salary.

H. Compensation for Additional Services

The University may pay additional compensation to individual members of the negotiations unit for bona fide services which are substantially over and above those normally assigned to individual members of the bargaining unit. It is not intended that such additional compensation be: (1) a substitute for negotiated across-the-board increases or increments; (2) funded with monies budgeted by the University for across-the-board salary increases and increments; (3) paid for meritorious services or to match outside salary offers. This provision shall not apply to the faculty practice or patient care component of salary or to responsibilities attributable to faculty practice or patient care activities of negotiations unit members.

In order for the University to pay additional compensation to members of the negotiations unit pursuant to this provision, the departmental Chairperson, the library director, or the assistant or associate dean shall make a proposal to the Dean of the school or the University Librarian. The proposal shall include the following information:

1. The justification for additional compensation, demonstrating that it is being paid for bona fide additional services which are substantially over and above those normally assigned to individual members of the bargaining unit;
2. The amount of the additional compensation and the time for which the compensation is proposed. If the additional compensation is for continuing responsibilities, the Dean must consider a proposal for additional compensation for each academic year in which it will be paid; and
3. The source of funds.

If the Dean approves the proposal to pay additional compensation pursuant to this provision, he or she shall forward the proposal to the Senior Vice President for

Academic Affairs with any additional information that the Dean feels is appropriate. The Senior Vice President shall review the proposal and approve or disapprove it. If the proposal is approved, the Senior Vice President shall forward it to the Association along with notice that it has been approved. If the Senior Vice President has reasons for approval of the proposal in addition to those contained in the original proposal or substitutes his or her own reasons, the Senior Vice President shall make such additional or substituted reasons known to the Association in writing.

The decision of a Chair, library director, or assistant or associate dean not to propose a member of the negotiations unit for additional compensation pursuant to this paragraph or of the Dean or Senior Vice President for Academic Affairs to deny a request for such additional compensation shall be final and shall not be grievable under this Agreement. The decision of the Senior Vice President for Academic Affairs to approve a proposal to pay additional compensation pursuant to this provision may be grieved only by the Association, not by individual members of the bargaining unit.

I. Determination of Salaries for Administrators who Return to the Faculty

When an administrator returns to the faculty and becomes a unit member, the unit member's salary shall be based upon the following criteria: quality of administrative performance; length of service (including length of service at the University); consideration of the increase or diminution of responsibilities that will result from the transfer; and any other special circumstances.

J. APPLICATION OF THE SUBJECT TO LANGUAGE IN THE PREFACE TO THIS ARTICLE

In the event the University intends to withhold any of the economic provisions of this Article by invoking the "subject to" language in the prefatory paragraph of this Article, it is agreed that the invocation of the "subject to" language will be based on a determination by the University that there exists a fiscal emergency.¹ If the University invokes the prefatory "subject to" language following the determination of a fiscal emergency, the University agrees as follows:

1. The University shall provide the AAUP-BHSNJ with written notice of at least twenty-one (21) calendar days. The Notice shall contain a detailed explanation for the determination by the University that a fiscal emergency exists and shall specify the action the University intends to take to address the fiscal emergency at the conclusion of the twenty-one (21) calendar day notice period.

If due to a reduction in State funding/appropriations to the University for the next fiscal year, the University determines that a fiscal emergency exists and if based on the date the University learns of the reduction it is not possible to provide the full twenty-one (21) calendar days notice, the University shall provide the maximum notice possible. If the University provides fewer than twenty-one days notice, upon request of the AAUP-

¹ *The determination of whether a fiscal emergency exists shall not be limited to whether there is a reduction in State appropriations/funding.*

BHSNJ negotiations pursuant to paragraph 3 below shall commence within 72 hours; however, the University shall be permitted to delay the implementation of salary increases during the shortened period of negotiations.

2. Along with the Notice provided to the AAUP-BHSNJ pursuant to paragraph 1 above, the University shall provide the latest available statements/financial documents, as follows:
 - The financial information upon which the University relies as the basis for its claim that a fiscal emergency exists;
 - The audited financial statements for the prior fiscal year;
 - Quarterly Statement of Net Position (Balance Sheet) for the current fiscal year;
 - Current projection of the Income Statement for the Unrestricted Educational and General Operating Funds (Operating Budget) for the current fiscal year;
 - Quarterly Statement of Cash Flows (Statement of Cash Flows);
 - Unaudited End of Year financial statements for the statements listed above;
 - University budget request submitted to the Department of Treasury for past, current and upcoming fiscal years; and
 - The University's Unrestricted Operating Budget for the current fiscal year and budget for the upcoming fiscal year.

The AAUP-BHSNJ may request, in writing, additional financial information. Disputes over the provision of information shall be decided by the designated arbitrator on an expedited basis.

3. During the notice period, upon written request by the AAUP-BHSNJ, the University shall commence negotiations over measures to address the fiscal emergency. The University is not obligated to negotiate to impasse in order to withhold any of the economic provisions of this Article. At any point during the notice period the AAUP-BHSNJ may file a grievance pursuant to paragraph 5 below.
4. The AAUP-BHSNJ agrees that during the notice and negotiation period it will not initiate any legal action, in any forum, to challenge the University's intended action other than as specified in paragraph 3 above.
5. If the parties have not agreed upon measures to address the fiscal emergency, the AAUP-BHSNJ may file a grievance under Article V of the Agreement. The grievance shall proceed directly to arbitration under Article V.D.2. Such arbitration shall be concluded within ninety (90) days of implementation of the University's decision to withhold any of the economic provisions outlined above in this Article.

The arbitrator shall determine whether a fiscal emergency existed (exists) at the University based on the evidence presented. The arbitrator shall not have the authority to reallocate University funds.

The parties designate Arbitrator J.J. Pierson to hear disputes that arise under Section J of Article VIII. The parties designate Arbitrator Joseph Licata as an alternate to hear such

disputes. If neither arbitrator is available to hear the dispute consistent with the provisions of Section J of this Article, the parties shall mutually agree upon another arbitrator.

AGREED: 9/21/15