

## SUMMARY OF MAJOR PROVISIONS

### Base Salary Changes

- 2 -years of retroactive base pay increases paid immediately (3% dated to July 2018, 3% July 2019)
- 2 -years of merit increases to base pay with the first starting July 2021 (3%) and the second in July 2022 (2.5%)
- Raises are protected from any declaration of fiscal emergency by the University
- Starting July 1, 2021 and expiring July 31, 2022, a possible one-time 0.5% - 1% reduction to base salary for faculty who receive an overall "needs improvement" or "unsatisfactory" on their annual evaluations and where a committee jointly chosen by the union and the university does not sustain an evaluation appeal.

Summary: For those faculty present the last two years, base pay will be increased as specified above. These increases are protected from the University claiming that due to a financial emergency it cannot pay salary increases. Such increases will be paid out "as soon as practicable."

Based on review of past years, potential base salary decreases could impact between 22-35 faculty members across all of RBHS. The union maintained its opposition to salary decreases for as long as it could. Such a provision was necessary to for a final agreement to be reached. The provision sunsets at the end of the contract.

### Pay Inequity

- A review process to correct pay inequity

Summary: Starting July 1, 2021, the compensation article creates a process by which faculty can apply for pay equity adjustment. The request is first evaluated by University compensation services, the Dean and the Chancellor. If the request is unsuccessful, the faculty member may still pursue a grievance.

### Family Leave

- New parents may use up to one year of paid sick time or sick leave, float time and/or vacation leave, even if not yet accrued, to bond with their child

Summary: For the first time, a family leave is included in the contract. Also, new parents may use up to one year of paid sick time or sick leave, float time and/or vacation leave, even if not yet accrued, to bond with their child. If a new parent uses unaccrued sick time, float time and vacation leave for bonding with a child, the unaccrued time shall be repaid in subsequent years at the rate of fifteen (15) twenty per year, to be deducted from the sick time, float time and vacation leave to which the unit member is entitled. This will eliminate disparities in how faculty are treated across RBHS. Certain new faculty members will be eligible for 10 additional days

included for this purpose. Language also prevents discrimination against pregnant faculty members based on short-term disability.

### **Job Security and Promotions Appeal Process**

- The ability to grieve non-reappointments
- The ability to appeal the failed promotions for Non-Tenure Track Faculty

Summary: The contract creates a provision whereby faculty who are non-reappointed can grieve that matter to advisory arbitration. Also, a new appeal process is created for those non-tenure-track faculty who fail to receive a promotion.

### **Compensation for Clinical Faculty**

- Preservation of NJMS Clinical compensation taxed in a similar manner as historically used by the UPA
- Minimum total fixed pay set to the 25th percentile of AAMC Benchmarks
- Extra variable payments for RWJMS faculty between the 25th and 40th percentile of AAMC Benchmarks
- A continuation of the current Clinical Incentive Plan funded at \$3.5 million for FY21 (paid out December 2021) and FY22 (paid out December 2022)

Summary: This is the first union agreement where all compensation-base, and clinical components were bargained. The contract preserves integrity of the UPA collections-based system with the same taxes applied to collections. A 6.5% tax associated with revenue cycle and administrative functions is restored going forward. Our understanding from the UPA Oversight Committee is that this tax should will be restored prospectively, not retroactively. Historically, this tax was 7%. The contract also replaces current tail policies with a 2-month tail. Our position is this should apply to those who put in their notice to leave after ratification.

For the first time minimum fixed salary will be set at 25% of the American Association of Medical Colleges (AAMC) faculty salary survey Table 12 Public Schools for rank and specialty. Prior union agreements did not have such minimums based on AAMC criteria at all. While this is not likely to have an impact for most NJMS faculty, certain RWJMS faculty will be receive an increase in pay based on this provision.

Finally, some RWJMS faculty may also receive an additional variable supplement to bring pay above the 25% mark.

### **Incentives for Research Faculty**

- A new Research Incentive will be paid out in September 2021
- Additional other research incentives for faculty with training grants and R01s

Summary: Starting with the September 2021 payout, the extramural incentive will be paid out based upon how much of the faculty member's research effort is funded through salary placed