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ARTICLE VIII
COMPENSATION

plm

The provisions of this Article apply only to those negotiations unit members with an F.T. of 0.5 or more, except where specifically provided for in gray.

Notwithstanding anything to the contrary, in no case will total compensation (for a negotiations unit member who performs clinical services) received from Rutgers and through its affiliated clinical partners (i) exceed fair market value, as determined by prevailing practices including reference to applicable salary surveys and consistent with US Department of Health and Human Services regulatory expectations or (ii) be determined in any manner that varies with or takes into account the volume or value of the negotiations unit member's (who performs clinical services) referrals to or other business generated for Rutgers or its affiliated clinical partners.

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:

I. Academic Base Salary ("ABS"), and Supplement and Fully Variable Supplement

- A. Each negotiations unit member shall be paid an academic base salary (hereinafter referred to as "ABS"). There shall be a contractual academic base salary minimum for each rank (hereinafter referred to as "CABS" and contained in the Appendices to this Agreement). No full-time unit member shall be paid an ABS which is less than the CABS and no part-time unit member shall be paid a prorated ABS which is less than the prorated CABS. At the time of hire, the ABS shall be set by the University at or above the CABS and shall be reflected in the letter of appointment. A faculty member's ABS shall not be decreased but may be increased in accordance with the provisions of this Article.
- B. Any negotiations unit member who provides clinical services may be paid a Supplement in addition to ABS (hereinafter referred to as the "Supplement"). The Supplement is set at the time of appointment/reappointment by the Department and will be reflected in the appointment/reappointment letter. ~~As provided in Section 6 of this Article.~~ If the University decides to decrease a Supplement upon reappointment, the faculty member has the right to have the Union negotiate to impasse on the faculty member's behalf over the proposed reduction to the faculty member's Supplement.
- C. The ABS and Supplement together will be paid on the University's payroll in bi-weekly installments, which is calculated based on the "daily rate of pay."
- D. The ABS, and Supplement, and FVS¹ are used to calculate the negotiations unit member's contributions towards the member's applicable retirement program and for purposes of calculating the amount to be contributed towards health/prescription benefits.
- E. Effective July 1, 2020, a negotiations unit member in NJMS who provides clinical services shall be paid a Fully Variable Supplement (hereafter referred to as "FVS") to replace his/her UPA variable pay in accordance with Section VI of this Article. The FVS will be

Commented [A1]: Handled by CRU?

Commented [A2R1]: ~~As provided in Section 6 of this Article.~~

Commented [A3]: AAUP-AFT reinserts the existing word "clinical" Allowing non-clinical faculty to have supplements will result in pay cuts unless of course the annual increases are applied to the total salary. Current misapplications need to be fixed ASAP.

Commented [A4R3]: The University has agreed to keep the existing word "clinical"

Commented [A5]: The appointment/reappointment letter would not necessarily capture the agreed-upon changes in this Agreement.

Commented [A6]: There is already a reference to the FVS for RWJMS in E.

Commented [A7]: This will be discussed alongside the FVS reopener? We did not really discuss this this round

Commented [A8R7]: ~~As provided in Section 6 of this Article.~~

~~The issue of allowing the FVS to be pensionable shall be discussed during reopener.~~

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the date of payment, shall receive a 3.5% across-the-board salary increase to his/her academic base salary retroactive to July 1, 2025. Following ratification of the Agreement, retroactive across-the-board salary increases will be paid as soon as reasonably practicable.

B. Merit Adjustments

1. Criteria:

Merit salary increases for Fiscal Year 2024 and Fiscal Year 2025¹ will be awarded to eligible faculty/librarians who have demonstrated during the fiscal year preceding the merit increase, recent and continuing achievement based on one or more of the criteria of education/teaching, research/scholarship, clinical/patient care, professionalism, and/or service.

The faculty member/librarian must be in a negotiations unit position as of the first full payroll in September of the fiscal year preceding the fiscal year of the merit increase and continue to serve in such position through the date of payment.

Commented [A14]: AAUP-AFT accepts this language

All unit members hired on or before September 1 of the fiscal year preceding the fiscal year of the merit increase and who received an overall performance evaluation of meets expectations/satisfactory or better for the Fiscal Year preceding the effective date of each merit adjustment shall receive a merit increase.

Notwithstanding the preceding paragraph, unit members shall not be eligible to receive a merit increase in the following instance:

- The unit member receives an overall performance evaluation score of 1 (Unsatisfactory) or 2 (Needs improvement) for the Fiscal Year preceding the effective date of each merit adjustment.

2. Salary Pool:

The salary increases will be applied to the ABS from a pool of funds ("salary pool"). The salary pool for Fiscal Year 2025 shall be in the amount of 3.25.0% for Fiscal Year 2024 and 2.5% for Fiscal Year 2022 of the total ABS for all negotiations-unit members eligible for merit increases as of the first full payroll period in September of the fiscal year preceding the fiscal year of the merit increase. The 3.25% merit increase salary pool proposed by the University for Fiscal Year 2025 shall be effective July 1, 2024.⁴

¹ As noted below in paragraph (B)(2), merit increases for Fiscal Years 2024, 2025 and 2025 shall be effective January 1, 2024, January 1, 2025 and July 1, 2024. -the Fiscal Year 2024 merit increase will be paid on July 31, 2024 and the Fiscal Year 2022 merit increase will be paid on July 31, 2022.

⁴ ~~in the first week of or around July 1, 2024. The salary pool for Fiscal Year 2025 shall be in the amount of 3.25.0% for Fiscal Year 2024 and 2.5% for Fiscal Year 2022 of the total ABS for all negotiations-unit members eligible for merit increases as of the first full payroll period in September of the fiscal year preceding the fiscal year of the merit increase. The 3.25% merit increase salary pool proposed by the University for Fiscal Year 2025 shall be effective July 1, 2024.~~

4-24-23 University Response to 4-21-2023 Union Counter to April 20, 2023 University to Union April 20, 2023 11:05 a.m. Union Counter

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The salary pool available for merit salary increases within each School/Library will be based on the proportion of the total faculty ABS pool in each of the schools. It will be at the sole discretion of the Deans to manage the salary pool at the school level or to establish salary pools at the department level. If salary pools are established at the department level, it is up to the Department Chairperson whether or not to establish salary pools for each division.

The entire amount of the merit salary pool must be awarded to eligible negotiations unit members. Should a negotiations unit member leave the University prior to the date of payment of the merit increase for that Fiscal Year, but subsequent to a determination of a merit increase for that negotiations unit member for that Fiscal Year, the amount of that merit increase shall not be reallocated to other negotiations unit members.

3. Merit Increase Calculation:

The amount of a merit salary increase effective July 1, 2024, if any, that may be awarded shall be at least 2.0% 4.0% of the faculty member's/librarian's ABS.² A faculty member/librarian may receive a merit salary increase of up to 5.0% 6.0% of the faculty member's/librarian's ABS. If eligible, all salary increases shall be calculated based upon the unit member's ABS as of the date prior to the effective date of the merit increase (e.g., June 30, 2024 for a July 1, 2024 merit increase).

Merit increases, if any, shall be given before a determination is made as to whether the resulting new ABS is at or higher than the new CABS for the employee's particular rank and title, or if an additional salary increase is required to bring the ABS to the CABS for that rank and title.

Recommendations for merit increases will be made first by the division chief (if applicable), and submitted to the department chair, then to the appropriate dean, and to the Chancellor. The Chancellor will forward all recommendations to the President for final approval. No faculty member will be notified of the merit increase prior to the President's approval.

4. Performance Evaluation Process:

On an annual basis, each negotiations unit member shall be assessed and evaluated as to professional competence in the performance of his/her duties over the year in question in accordance with the process outlined below.

No later than the first working day in May of each year, the faculty member shall provide a written report to the Chair. None of the report's content shall be subject to review or comment by the Chair. The report shall be provided to the Chair by the end of the first week of May. The report shall be provided to the Chair by the end of May. The report shall be provided to the Chair by the end of May. The report shall be provided to the Chair by the end of May.

² If the employee's ABS is the CABS, the employee will be moved to at least the percentage amount to which the CABS is being changed in that Fiscal Year (even if the recommended merit increase would have been lower than percentage movement). The amount needed for such an adjustment will come from the Salary Pool for merit increases for that Fiscal Year.

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the evaluation.

- e. The Appeals Panel shall issue its decision to the parties, the Executive Director of the AAUP-AFT and the Executive Director of Academic Office of University Labor Relations within thirty (30) calendar days following the date of the review, and the decision shall be final and binding on all parties.
- f. If the Appeals Panel sustains the appeal and agrees that the unit member's performance was at a level of meets expectations/satisfactory or better in the area(s) of the performance evaluation which caused the negotiations unit member not to be eligible for a merit increase (as set forth above in Sections II.B.1. and II.B.5.a.) ~~in which would result in a Salary Adjustment based on Levels 1000 or 1001 for RBHS in 2022-2023~~, the appellant shall receive a merit increase (In such years where there is a merit increase program) 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 decide upon the amount of the merit increase consistent with the range set forth in Section II. B. 3. The decision of the Chancellor as to the amount of the merit increase will be final and binding. ~~The review process shall be in accordance with the AAUP-AFT Review Process described in part D below.~~ 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 AAUP-AFT. If the Appeals Panel does not sustain the appeal and agrees that the unit member's performance in the area(s) which resulted in the denial of the merit increase ~~was less than meets expectations/satisfactory~~, the unit member shall receive no merit adjustment for the year in question ~~in accordance with the AAUP-AFT Review Process described in part D below.~~
- g. 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.

6. Grievability

The academic judgment that forms the basis of the granting or failure to grant a merit salary increase, including the size of the merit salary increase, is not grievable. Allegations of a violation of the procedures related to the merit increase (and other than the Evaluation Appeal Process described above) may only be pursued pursuant to Article V, Category 1 ~~2~~ of the Agreement. This section does not apply to the procedural provisions of Section D below, which may be grieved as a Category 1 grievance.

Commented [A18]: University agreed to Cat 1

7. Information

The University will inform the AAUP-AFT as to the amount of funds allocated to the merit increases.

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The University will notify individual faculty members of the decision regarding a merit salary increase, if any, for that faculty member.

At the conclusion of the merit increase process for Fiscal Year ~~2025~~ 2024 and 2022 (paid on July 31, 2024 and July 31, 2022, respectively), the University will inform the AAUP-AFT of the faculty member's school, department, academic rank, overall performance rating and merit salary increase, if any. ~~in those instances where an individual faculty member receives an overall performance rating of "Needs Improvement" or below and also receives a merit increase of less than 1.5%, or greater than 3%, the University shall provide the Union with a document identifying those faculty members with a general salary increase of 1.5% or 3% and the school, department, and overall performance rating. These documents have been reviewed and approved.~~

Subsequent to the conclusion of the evaluation process, unit members shall be provided a copy of their final performance evaluation and the evaluation shall be incorporated in the permanent personnel file.

~~C. For Fiscal Year 2023, CABS for School of Nursing and School of Health Professions negotiations unit members shall first be adjusted to amounts listed in the new Appendices C and E. For every year, thereafter CABS shall be increased by the amounts in A Part 4 and 2 above. For all other schools, All CABS shall be increased by \$5035 effective July 1, 2022, 3.5% effective July 1, 2023, 3.25% effective July 1, 2024, and 3.5% effective July 1, 2025.6 by the amounts in A Part 4 and 2 above, 3% effective July 1, 2018, 3% effective July 1, 2019, 3% effective July 31, 2021 and 2.5% effective July 31, 2022. \$5,100 in the first year retroactive to July 1, 2022, 3.5% in the second year, 3.25% (merit) 3.5%.~~

~~D. Salary Adjustment Based on Evaluation — (this provision shall become effective July 1, 2021 based on evaluation for the immediately preceding Fiscal Year). This provision shall sunset on June 30, 2022.~~

Commented [A19]: Section sunset

- ~~1. The employee's ABS will be reduced by one percent (1%) if the employee receives an annual evaluation score of 1 (Unsatisfactory) in the Overall score on the evaluation.~~
- ~~2. The employee's ABS will be reduced by one half percent (0.5%) if the employee receives an annual evaluation score of 2 (Needs Improvement) in the Overall score on the evaluation.~~
- ~~3. Any downward adjustment to the employee's ABS, as provided for in subparagraphs (1) and (2) above will not reduce the ABS to an amount where the total compensation for that negotiations unit member is below the CABS or below the 25th percentile of salary for the negotiations unit member's rank and specialty as determined by the most appropriate benchmark to be used for benchmarking the faculty member's salary determined by the University (e.g., the AAMC Public Benchmark) applicable to that~~

~~if the CABS will be below the amount determined by the benchmark or 0.5% if applicable.~~

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~~employee whichever is higher.~~

- ~~4. Downward adjustments will be implemented on December 31, 2021 or when the Appeals Panel decides an appeal of an overall unsatisfactory or needs improvement evaluation rating, whichever is later.~~
- ~~5. The aggregate amount of reductions for all negotiations unit members in a particular school or unit pool, pursuant to this section, shall be added to the merit salary pool for that member's school or unit for the next Fiscal Year. (See Section II.B.2 Salary Pool). Upon request, the University shall provide the AAUP-AFT information concerning the reallocation.~~

E. Salary Placement of Faculty Members

1. ~~This provision shall become effective July 1, 2023. For negotiations unit members employed or hired after July 1, 2023 the effective date of this Agreement, the negotiations unit member's ABS will be set at least at the CABS for the appropriate rank and title.~~
 - a. ~~The negotiations unit member also will be provided a Supplement in addition to the ABS which will be set at a level that, combined with the ABS, will set the negotiations unit member's salary at least at the 25th percentile of salary for the negotiations unit member's rank and specialty as determined by the most appropriate benchmark to be used for benchmarking the faculty member's salary determined by the University⁷ (e.g., the AAMC Publics Benchmark, the Summary Statistics on Medical School Faculty Compensation for Public Schools PhD or Other Doctoral Degree, Basic Science Departments/Specialties or the Summary Statistics on Medical School Faculty Compensation for Public Schools PhD or Other Doctoral Degree, Clinical Science Departments/Specialties).⁸~~
 - b. The establishment of salary will be pro-rated based on total FTE.
 - c. The University will use the benchmark standard in effect at the start of the Fiscal Year in which the salary is being determined.
 - d. The parties recognize that the initial determination of the appropriate specialty to use from the appropriate benchmark for a new member of the negotiations unit is not subject to appeal or the contractual grievance/arbitration process.

Commented [A20]: Little confusing as two effective dates here, "effective date of this provision" and "the effective date of this Agreement."

Commented [A21]: Based on the response to the last grievance, the union disagrees and thinks current language is clear. We offer this as a way to merge both sections.

Commented [A22]: University agreed to employed or so we can have one paragraph for both new and existing faculty

Commented [A23]: We reject may. And put back existing language of "will"

Commented [A24]: ~~Union is concerned to have a~~
~~with the appropriate benchmark to be used for benchmarking the~~
~~University~~

Commented [A25]: ~~The parties recognize that the initial~~
~~determination of the appropriate specialty to use from the~~
~~appropriate benchmark for a new member of the negotiations~~
~~unit is not subject to appeal or the contractual grievance/~~
~~arbitration process.~~

Commented [A26]: We did not talk about SPH or RSDM, but my understanding is that salaries there are above the benchmark.

⁷ This shall apply to RWJMS, SHP, SON. In ~~SPH or RSDM~~ SHP and SON, the ABS shall be increased.
⁸ No increase to the Supplement will be provided in this instance if the faculty member's ABS is at or above the ~~35th 37th 25th~~ percentile of salary for the negotiations unit member's rank and specialty as determined by this section.

4-24-23 University Response to 4-21-2023 Union Counter to April 20, 2023 University to Union
April 20, 2023 11:05 a.m. Union Counter

Most recent University changes shown in gray shading.
Most recent Union changes shown in pink shading

- e. Overtime, pay for covering sick time, and night differentials will not count towards the applicable Benchmark calculation.

2. This provision shall become effective July 1, 2023. For negotiations unit members employed prior to the effective date of this Agreement, who remain employed as of July 1, 2023, the following will occur:

a. First, the negotiations unit member will be eligible for the increase provided for in IIA ~~Article~~

b. Second, effective July 1 of each year of this Agreement (except for July 1, 2022), the negotiations unit member's total compensation (which includes all forms of compensation, including, but not limited to, ABS Supplement and CFA vertice pay but which shall not include M/P or Extramural Research incentive payments), will be adjusted downward (needed to enter the ~~37.5~~ **35th** percentile of the benchmark utilized by the University for benchmarking that negotiations unit member's compensation, adjusted for the faculty members appropriate specialty and rank (if not already at that percentile, if already at or above that percentile, this situation shall not apply).

c. The establishment of salary will be pre-empted based on the ~~following~~

d. The University will use the benchmark standard in effect at the start of the Fiscal Year in which the salary is being determined.

~~Overtime, pay for covering sick time, and night differentials will not count towards the applicable Benchmark calculation.~~

e. Any additional compensation necessary to move the faculty member to the ~~37.5th~~ **35th** percentile of the most appropriate salary benchmark will be added, effective July 1 of each year of this Agreement (except for July 1, 2022), to the faculty member's compensation for that year and will be placed in a new Supplement. If the faculty member does not already receive a Supplement, Adjustments will be made after the annual increase.

- g. Adjustments will be made within ~~90~~ **60** ~~90~~ working days after the annual increase.

~~Dissemination~~

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h. The determination of the appropriate benchmark shall be consistent with the process set forth in Section II.B.4 above, entitled "Review of Effort and Benchmark Standard."

~~Second, also effective July 1, 2020, the negotiations unit member's total compensation (which includes all forms of compensation, including, but not limited to, ABS, Supplement and UPA variable pay, and/or FVS (as defined below, but which shall not include CIP or Extramural Research Incentive payments), will be adjusted upward if needed to equal the 25th percentile of the benchmark utilized by the University for benchmarking that negotiations unit member's compensation (e.g., the AAMC Publics Benchmark, the Summary Statistics on Medical School Faculty Compensation for Public Schools PhD or Other Doctoral Degree, Basic Science Departments/Specialties or the Summary Statistics on Medical School Faculty Compensation for Public Schools PhD or Other Doctoral Degree, Clinical Science Departments/Specialties), adjusted for the faculty member's appropriate specialty and rank (if not already at that percentile; if already at or above that percentile, this subparagraph shall not apply).~~

2. For negotiations unit members employed prior to the effective date of this Agreement, who remain employed as of July 1, 2020, the following will occur:

~~j. First, the negotiations unit member will be eligible for the increase provided for in II.A (the FY19 and FY20 increases);~~

~~k. Second, also effective July 1, 2020, the negotiations unit member's total compensation (which includes all forms of compensation, including, but not limited to, ABS, Supplement, UPA variable pay, and/or FVS (as defined below) but which shall not include CIP or Extramural Research Incentive payments) will be adjusted upward if needed to equal the 25th percentile of the benchmark utilized by the University for benchmarking that negotiations unit member's compensation (e.g., the AAMC Publics Benchmark, the Summary Statistics on Medical School Faculty Compensation for Public Schools PhD or Other Doctoral Degree, Basic Science Departments/Specialties or the Summary Statistics on Medical School Faculty Compensation for Public Schools PhD or Other Doctoral Degree, Clinical Science Departments/Specialties), adjusted for the faculty member's appropriate specialty and rank (if not already at that percentile; if already at or above that percentile, this subparagraph shall not apply).~~

4-24-23 University Response to 4-21-2023 Union Counter to April 20, 2023 University to Union
April 20, 2023 11:05 a.m. Union Counter

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- ~~l.—The establishment of salary will be pro-rated based on total FTE.~~
- ~~m.—The University will use the benchmark standard in effect at the start of the Fiscal Year in which the salary is being determined.~~
- ~~n.—Any additional compensation necessary to move the faculty member to the 25th percentile of the most appropriate salary benchmark will be added, effective July 1, 2020, to the faculty member's Supplement (or that amount will be placed in a new Supplement if the faculty member does not already receive a Supplement.)~~
- ~~o.—The determination of the appropriate benchmark shall be consistent with the process set forth in Section II.B.4 above, entitled "Review of Effort and Benchmark Standard."~~

~~III. Extramural Support Incentive Awards~~

Commented [A27]: There will be a separate proposal on extramural incentives for Legacy BHSNI, Pharmacy, and Nursing.

~~For Fiscal Years 2019 and 2020 only, the process set forth in the Agreement per "Side Letter of Agreement—Committee Regarding AAUP-AFT Extramural Support Incentive Awards" contained in the July 1, 2013 to June 30, 2018 collective negotiations agreement shall remain applicable.~~

~~The following shall be the Extramural Support Incentive Award language effective July 1, 2020.~~

- ~~A.—The Extramural Support Incentive Awards set forth below will apply to all faculty (except as noted below) and to new or existing research proposals for projects whose funding continues beyond Fiscal Year 2019.~~
- ~~B.—Awards in this category are in recognition of external research grants or other extramural research support acquired by faculty unit members (other than librarian unit members whose extramural support incentive awards are governed by Subsection L of this section). The revised extramural support incentive award will be applied as follows:~~
- ~~C.—Faculty on the Professional Practice track will not be eligible to participate in this Extramural Support Incentive Award program.~~
- ~~D.—The Extramural Support Incentive Award will apply to all awards and proposals, including non-competing continuations.~~
- ~~E.—Faculty required to support a percentage of their research FTE (rFTE) adjusted salaries using outside grant funds as a condition of their employment (e.g., coterminous faculty) will not be eligible for this incentive program.~~
- ~~F.—The rFTE adjusted salary will be calculated by multiplying the ABS plus Supplement (if any) or FVS (if any) (but not any FVRS, RETEF, and/or CIP (if applicable) the employee may also receive in that same Fiscal Year) by the rFTE. Incentives are not included in this calculation.~~

4-24-23 University Response to 4-21-2023 Union Counter to April 20, 2023 University to Union
April 20, 2023 11:05 a.m. Union Counter

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~~G. Faculty will receive an Extramural Support Incentive Award based on the percentage of their rFTE-adjusted salary on awards, as defined in the following table:~~

~~H.~~

| Percentage of rFTE-Adjusted Salary Supported on Awards | Percentage Returned to Faculty |
|---|---|
| 1% to 10% | 0% |
| 11% to 20% | 1% |
| 21% to 30% | 2% |
| 31% to 40% | 5% |
| 41% to 50% | 6% |
| 51% to 60% | 15% |
| 61% to 70% | 19% |
| 71% to 80% | 22% |
| 81% to 90% | 25% |
| 91% and above | 30% |

~~I. Where applicable, the extramural support incentive award will be adjusted for the NIH and New Jersey caps in effect at the time of the award. For example, if a faculty member is paid in excess of the NIH cap, spends 100% of their effort on research (rFTE) and has 60% effort and salary support of the NIH cap on an extramural award, 15.0% (calculated pursuant to Paragraph H above) of 60% of the NIH cap in effect at the time of the award will be returned to the faculty member in the form of an extramural support incentive award. Extramural support incentive awards shall not increase the academic base salaries of faculty unit members, nor shall they be used in calculating fringe benefits. This incentive is intended for research grants and contracts. Funding related to clinical and service contracts, unrelated to research, are excluded from this incentive. The faculty unit member shall receive the incentive for each year that the extramural support continues, and payment of the incentive will be made no later than September 30 following the fiscal year of the extramural support.~~

~~J. Funding related to clinical trials will be applicable to this incentive.~~

4-24-23 University Response to 4-21-2023 Union Counter to April 20, 2023 University to Union
April 20, 2023 11:05 a.m. Union Counter

Most recent University changes shown in gray shading.
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~~K. Faculty will be able to discretionarily choose to receive the entirety of the Extramural Support Incentive Award in the form of compensation or apply the entirety of their Extramural Support Incentive Award toward support of programmatic activity.~~

~~L. Librarian Unit Members~~

~~A librarian unit member who is both a principal investigator and the principal author of an externally funded program which provides support for his/her own salary shall be eligible for a one-time bonus of up to one-third of such salary support in a specific fiscal year up to a maximum bonus of \$40,000 for that fiscal year. The bonus shall be awarded in each fiscal year during which salary support is provided by external funding.~~

~~M. Research Incentive Program for Large Programs, Training and Specialized External Grants:~~

~~1. — Effective July 1, 2020, negotiations unit members otherwise eligible for the Extramural Research Incentive program shall be eligible for an incentive for obtaining certain types of research, education/training, equipment, and facilities grants (the incentive program hereinafter shall be referred to as "RETEFI") for the University. This program is meant to encourage faculty to develop externally funded programs that support establishing large research teams that benefit many faculty and students, and bring to RBHS support to recruit, train and promote the careers of learners.~~

~~2. — The RETEFI applies only to the Principal Investigators of the qualifying grants. If the grant application includes more than one PI (e.g., (multi) MPI), then the MPIs split the RETEFI equally. The RETEFI will reward funded applications (awards) with a lump sum payment, made at the same time payment is made for the Extramural Support Incentive Award, above. The lump sum payment will be made upon the initiation and completion of proper documentation by the PI providing evidence and receipt of the award for the grant application.~~

~~3. — Types of Grants that Qualify for the RETEFI⁴⁰~~

~~a. — Multi-project research grants such as NIH U and P mechanisms, but may include other federal and nonfederal grants that have 2 years or more of annual directs and one-time associated lump sums listed below:~~

~~\$10,000 one-time lump sum payment upon funding of grants with annual directs of \$500,000 up to \$750,000~~

~~\$12,000 one-time lump sum payment upon funding of grants with annual directs of greater than \$750,000 up to \$1 million~~

~~⁴⁰ The RBHS Senior Vice Chancellor for Academic Affairs and Research, or designee, shall have be the sole authority for determining whether a particular grant qualifies for a RETEFI Incentive.~~

4-24-23 University Response to 4-21-2023 Union Counter to April 20, 2023 University to Union
April 20, 2023 11:05 a.m. Union Counter

Most recent University changes shown in gray shading.
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~~\$15,000 one-time lump sum payment upon funding of grants with annual
directs of greater than \$1 million up to \$2 million~~

~~\$25,000 one-time lump sum payment upon funding of grants with annual
directs of greater than \$2 million up to \$4 million~~

~~\$35,000 one-time lump sum payment upon funding of grants with annual
directs of greater than \$4 million up to \$8 million~~

~~\$50,000 one-time lump sum payment upon funding of grants with annual
directs of greater than \$8 million~~

~~b. Training and educational grants that are 2 years or more in the annual
costs listed below (one-time payments):~~

~~\$10,000 one-time lump sum payment upon funding of NIH T32 or K12
grants~~

~~\$10,000 one-time lump sum payment upon funding of
educational/training grants (federal or nonfederal), other than T32 or K12,
that provide \$250,000 or more in annual directs~~

~~\$10,000 one-time lump sum payment in addition to one of the above two
scenarios (for these training and educational grants) if the funded
educational/training (federal or nonfederal) grant is \$500,000 or more in
annual directs~~

~~e. Equipment grants, including but not restricted to NIH S10 grants (one-time
payments; equipment needs to be available to at least 5 additional faculty,
other than the PI):~~

~~\$10,000 lump sum payment if the funded grant is \$500,000 or more in
directs~~

~~d. Facilities grants, including but not restricted to NIH G grants~~

~~\$10,000 lump sum payment if the funded grant is \$1,000,000 or more in
directs~~

~~e. RETEF payments will not be counted as earnings for the purposes of
calculating retirement plan benefit contributions.~~

~~N. Fully Variable Research Payment ("FVRS") - Beginning in Fiscal Year 2021, immediately
following the calculation of the Extramural Support Incentive Award for the prior Fiscal
Year, a PI or MPI ("PI") on a RO1 or equivalent grant may be eligible for a lump sum
FVRS.~~

4-24-23 University Response to 4-21-2023 Union Counter to April 20, 2023 University to Union
April 20, 2023 11:05 a.m. Union Counter

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- a. ~~If the PI's ABS plus Supplement (if any) plus FVS (if any) falls below the corresponding 40th percentile of compensation, adjusted for rFTE (see subsections b., c., and d. below) and rank and specialty, as measured by the Summary Statistics on Medical School Faculty Compensation for Public Schools PhD or Other Doctoral Degree, Basic Science Departments/Specialties or Summary Statistics on Medical School Faculty Compensation for Public Schools PhD or Other Doctoral Degree, Clinical Science Departments/Specialties, the PI will be paid a one-time lump sum payment equal to the difference between their ABS plus FVS and the 40th percentile of compensation, adjusted for rFTE (and FTE if necessary), as measured by the appropriate benchmark and the total of the PI's ABS plus Supplement (if any) plus FVS (if any), also adjusted for rFTE (and FTE if necessary). The determination of the appropriate benchmark shall be consistent with the process set forth in Section II.B.4 above, entitled "Review of Effort and Benchmark Standard."~~
- b. ~~If an individual's FTE and/or rFTE is less than 1.0, the benchmark compensation and the negotiations unit member's compensation must be adjusted for FTE and/or rFTE.~~
- c. ~~First, adjust the negotiations unit member's current total compensation for rFTE. Example, a 1.0 FTE, has a 0.8 rFTE and ABS, Supplement and FVS (if any) total \$180,000. $0.8 * \$180,000 = \$144,000$.~~
- d. ~~Second, the benchmark compensation, adjusted for rank and specialty, for that negotiations unit member at the 40th percentile is \$200,000. Adjusting that figure for a 1.0 FTE with a 0.8 rFTE would equal \$160,000. Note: Similar calculations would be performed if the employee is less than 1.0 FTE. For example, if the employee is 0.8 FTE with a 0.6 rFTE, total compensation calculated above and the appropriate benchmark compensation would be adjusted by multiplying the FTE times the rFTE times each compensation figure. In this example: $(0.8 * 0.6 * \$200,000) = (0.8 * 0.6 * \$180,000)$.~~
- e. ~~The difference between the adjusted benchmark compensation and the adjusted total compensation is the FVRS ($\$160,000 - \$144,000 = \$16,000$). The PI will be eligible for this one-time, lump sum FVRS payment for each year of the RO1 (subject to the recalculation of the actual FVRS each year to account for other changes to the negotiations unit member's rFTE, total compensation, and/or benchmark compensation). The PI will first be eligible for a FVRS in the Fiscal Year in which the Notice of Award is received.~~
- f. ~~The FVRS will not be counted as earnings for the purposes calculating of retirement plan benefit contributions.~~

IV. Out of Cycle Increments

~~A. The following Out of Cycle process shall apply through June 30, 2021:~~

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~~

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- 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.~~

The following process shall apply for Out-of-Cycle Increases effective July 1, 2021:

- A. The University may, at its discretion, increase the salary of a member or members of the negotiations unit, as a one-time payment ~~for only that year or as an increase to ABS or Supplement to provide immediate recognition for an unusual professional achievement, accomplishments and/or productivity, or in response to market conditions in a particular discipline or subdiscipline at peer institutions.~~ The Dean or University Librarian shall submit each nomination to the Senior ~~Executive~~ Vice President for Academic Affairs, or designee, with a curriculum vitae and letter of recommendation. The decisions of the Senior ~~Executive~~ Vice President for Academic Affairs, or designee, as to awarding or not awarding an out-of-cycle increase and the amount of such increase shall be final and non-grievable.
- ~~4. The University may increase the salary of a member or members of the negotiations unit in order to make equity adjustment based on factors such as external market salary benchmarks within relevant markets, the faculty member's individual benchmarking information, including, but not limited to, clinical, teaching, service and research achievements, and other relevant accomplishments, compared to relevant peers and with the recognition that Rutgers prohibits discrimination based on any legally protected classifications, including, but not limited to, gender and race. "Relevant peers" may include faculty at other Rutgers campuses.~~

Commented [A28]: Our understanding is that the same Pay Equity Process will apply to all our faculty. We reject leave any group of faculty out of this process.

Commented [A29]: Important that we have the same process as AAUP-AFT

Commented [A30R29]: [REDACTED]

~~11 The one-time payment option shall sunset on July 31, 2022.~~

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Definitions

The following definitions apply to all parts of this pay equity process:

- ~~1. "Faculty requestor" or "faculty member" is a member of the AAUP-AFT negotiations unit who files a request for a pay equity adjustment pursuant to Article 8, Part 6, Section B of the CNA.~~
- ~~2. "Day" or "Days" as used in this MOA means working days. For purposes of this Agreement, working days shall not include University holidays and closings identified on the University's posted holiday and closing schedule.~~

The process for deciding pay equity applications:

- ~~1. A faculty member requesting a pay equity adjustment shall submit a written request with supporting documentation to the Dean and to Compensation Services (CS). Faculty members shall be eligible to submit a request for a pay equity adjustment during the window between January 1 and February 28 of each academic year.¹² CS shall provide to the AAUP-AFT copies of the CS recommendations for each faculty request for pay equity adjustment.~~
- ~~2. Within thirty (30) days of February 28, in the given academic year, the Dean shall submit to CS and to the faculty requestor written comments in response to the faculty member's request. The Dean's written comments shall explain in detail the basis upon which the Dean either accepted or rejected the comparators identified by the faculty member, as well as the basis for the Dean's selection of comparators not identified by the faculty member. CS and/or the Dean may consult with the chancellors with regard to the pay equity process. The Dean and the Chancellor shall identify comparators solely on the basis of whether faculty members are performing substantially similar work, including clinical, teaching, service and research achievements, and not on the basis of whether a potential comparator will lower the pay gap between the faculty requestor and the comparator pool.~~
- ~~3. Within ten (10) days from receipt of the Dean's comments to CS, the faculty requestor may submit a response to the Dean's comments to CS and to the Dean. Within 10 days of receipt of the faculty member's response, the Dean shall submit a reply to the issues raised by the faculty member, including the faculty member's reasons for disputing the Dean's decision on comparators.~~

Commented [A31]: The proposed modifications to the process are primarily twofold. First, since the critical element of a pay equity application is the identification of appropriate comparators, the changes are designed to ensure that the Dean and the applicant have sufficient information to make informed decisions about comparators. Second, CS has shown no capacity to conduct any meaningful analysis of comparators. Rather, presumably CS performs the purely ministerial function of applying the regression coefficients to the salaries of the comparators identified by the Dean to calculate the "explainable" (we use the term "adjusted") pay gap. We have therefore modified the process to more accurately reflect the actual role of CS. We also make the application of the regression discretionary.

~~12 In academic years 2021-2022 and 2022-2023 all requests filed from October 1, 2021 through February 28, 2023 shall be processed in accordance with the procedure set forth in section B.~~

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4. ~~CS shall review the faculty member's request for a pay equity adjustment and supporting documentation, the Dean's written comments, and the faculty requester's response to the Dean's comments, and shall collect and review any other information it deems relevant to its inquiry. CS shall calculate the adjusted¹³ pay gap by utilizing the comparator's selected by the Dean and may apply the coefficients generated by the regression model to the comparator pool identified by the Dean.¹⁴~~
5. ~~Within ninety (90) days from the submission of the Dean's reply to the faculty member's comments response to the Dean's written comments (or ninety (90) days from the expiration of the ten (10) day period set forth above in (B)(3) if no response is submitted by the faculty member) in response to a request for a pay equity adjustment by a faculty member, CS shall communicate the results of its salary calculation review and the basis for the results in writing to the faculty member and the respective Chancellor. If CS determines that the faculty member may be entitled to recommends an equity adjustment, it shall specify the recommended amount of the compensation increase. If a salary adjustment is not recommended by the Dean, CS shall provide notification that the Dean has not supported the application (for the reasons previously provided to the requestor by the Dean for not supporting the application) ("confirmation of non-support").~~
6. ~~The recommendation from CS shall transmit to the faculty requestor contain the following information: (a) the comparators selected by the Dean to develop the salary calculation recommendation pursuant to the criteria set forth in Article VIII (Part Five)(B) of the CNA; (b) the regression, if utilized, for the requestor (including the allocation of "explained" components used in the adjustment and the residual difference); and (c) if a salary adjustment is recommended, the amount of any recommended salary increase.~~
7. ~~Faculty requestors shall have thirty (30) days from receipt of the salary calculations recommendation from CS or confirmation of the dean's non-support from CS to forward comments to the Chancellor. Faculty members' comments to the Chancellor may challenge the application of the regression equation to the particular requestor but not the use of regression analysis; faculty members also may challenge other methodologies used by CS or Deans to calculate the requestor's pay equity adjustment. No faculty requestor shall contact CS with respect to the salary calculation recommendation of CS. All comments by faculty requestors must follow the exclusive process provided~~

¹³ The phrase "adjusted pay gap" is used in lieu of the phrase "explainable pay gap."

¹⁴ The CS calculation of a pay adjustment, which shall be based on the comparators identified by the dean and may also be based on the application of the coefficients generated by the regression model shall be denoted in this Article as the "salary calculation."

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~~herein for in this Settlement Agreement. CS recommendations or confirmations of non-support shall be provided to the AAUP-AFT.~~

8. ~~A Salary Equity Review Committee (SERC) shall be established for purposes of advising the Chancellors prior to the issuance of a Chancellor-level decision.~~

Commented [A32]: Paragraphs d and e below are from the SEAC part of the Agreement.

- a. ~~The SERC shall be comprised of six members. The Union and the University each will select three members, all of whom shall be tenured faculty members or faculty administrator employees. In so doing, the parties agree that there must be at least one representative for each chancellor-led unit. One person from each group will be selected to serve as Co-Chairs of the SERC.~~
- b. ~~Initially two members selected from the AAUP-AFT list and two members selected from the University list shall be appointed for four (4) year terms and one member selected from the AAUP-AFT list and one member selected from the University list shall be appointed to two (2) year terms. Thereafter, all members selected by the AAUP-AFT and by the University shall be appointed for four (4) year terms.~~
- c. ~~All members of the SERC shall be full-time faculty or faculty administrator employees of the University.~~
- d. ~~Any member of the SERC who was directly involved in preparing a faculty requestor's pay equity application or appeal or who participated in the review of the faculty requestor's request conducted by the Dean, CS, or the Chancellor shall recuse themselves from any review by the SEAC of the faculty requestor's appeal and shall not participate in discussions with other Committee members or otherwise influence the SEAC recommendation process. If a SEAC member is recused from deliberations, an alternate member shall be selected by the University if the recused member was originally chosen by the University, or the Union if the recused member was originally chosen by the Union.~~
- e. ~~SERC members shall avoid conflicts of interests, actual or reasonably perceived, in the discharge of their SEAC duties. The SEAC Co-Chairs shall determine whether a conflict of interest exists with respect to any SEAC member, including the Co-Chairs. If a conflict of interest is deemed to exist by the Co-Chairs, the SEAC member shall recuse themselves from any review by the SEAC of the faculty member's appeal and not participate in discussions with other Committee members or otherwise influence the SERC recommendation process.~~

4-24-23 University Response to 4-21-2023 Union Counter to April 20, 2023 University to Union
April 20, 2023 11:05 a.m. Union Counter

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9. ~~Within ten (10) days following receipt by the Chancellor of comments by a faculty requestor, in response to the salary calculations recommendation of CS, the Chancellor shall transfer the entire file to the SERC. If a faculty requestor does not submit comments to the salary calculations recommendation of CS, the Chancellor shall issue a decision based on his/her review of the record without referring the file to the SERC.~~
10. ~~The SERC shall meet to review the file within thirty (30) days from receipt of the file from the Chancellor.~~
11. ~~The SERC shall only review the faculty requestor's pay equity application and supporting documentation, the Dean's written comments in response to the application, CS's salary calculations recommendation, and the faculty requestor's comments and the dean's comments in response to the faculty requestor's comments. The SERC (but not individual members of the SERC) may request, through the Chancellor, clarification of the information provided to the SERC from the faculty member, Dean, or CS. The SERC will provide a written summary of its deliberations to the Chancellor reflecting the SERC's views. The written summary of deliberations from the SERC shall address all allegations raised in the faculty member's comments, including, but not limited to, CS's reliance on comparators changed/selected by the Dean. The SERC does not have jurisdiction to decide alleged violations of the CNA that do not arise under this Settlement Agreement or Part Five of Article 7.~~
12. ~~Within ten (10) days of its meeting, the SERC shall forward a summary of its deliberations to the Chancellor.~~
13. ~~The Chancellor shall have forty (40) days from receipt of the SERC's summary of deliberations to issue a decision and shall forward their decision to the faculty requestor and the AAUP-AFT and the SERC, along with the summary of deliberations prepared by the SERC. The Chancellor's decision shall set forth the basis for accepting, rejecting, or modifying (upward or downward) the salary calculations recommendation of CS. If the faculty member challenges the Dean's change in or selection of comparators, the Chancellor's decision shall set forth the reasons for either accepting or rejecting the changed/selected comparators.~~
14. ~~All pay equity adjustments shall be retroactive to the date the faculty requestor submitted a pay equity application to CS. If the faculty requestor does not file an appeal following this process and a salary adjustment has been recommended, no such adjustment will be paid prior to the expiration of the time for filing an appeal to the EVPAA.~~
15. ~~The faculty member may appeal a decision of the Chancellor to the Executive Vice President for Academic Affairs.~~

4-24-23 University Response to 4-21-2023 Union Counter to April 20, 2023 University to Union
April 20, 2023 11:05 a.m. Union Counter

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- a. ~~A faculty member shall have twenty (20) days from the date of the Chancellor's determination to submit an appeal to the Executive Vice President for Academic Affairs (EVPAA). The faculty member shall complete a Salary Equity Appeal Form and submit it via email to evpaa@rutgers.edu within such time. A link to the form shall be provided in the Chancellor's determination letter. Along with the Appeal Form, the faculty member may submit supporting documents and information. Faculty members appealing Chancellor decisions may challenge the application of the regression equations to the particular requestor but not the use of regression analysis; faculty members also may challenge other methodologies used by CS, Deans or Chancellors to calculate the requestor's pay equity adjustments.~~
 - b. ~~In reviewing the appeal, the EVPAA shall consider the faculty requestor's pay equity application and supporting documentation, the Dean's written comments in response to the application, CS's salary calculations recommendation, the SERC's written summary of deliberations, the Chancellor's decision, and the faculty requestor's appeal submission.~~
 - c. ~~Within twenty (20) days following receipt of the faculty member's appeal, the EVPAA shall make a determination sustaining or denying the appeal. If the appeal is sustained, in whole or in part, the EVPAA shall remand the appeal to the Chancellor with instructions. The EVPAA shall inform the faculty requestor in writing of such determination via email, copying the AAUP-AFT. The EVPAA's decision shall set forth the reasons for the decision.~~
 - d. ~~If an appeal results in a change to the salary recommendation, such change will be processed retroactive to the date of the original pay equity application submitted by the faculty requestor to CS.~~
16. ~~The decision of the EVPAA shall not be grievable. However, a faculty requestor is not precluded from filing an Article 9 grievance based on an alleged violation of Article 4 of this Agreement following the final decision of the EVPAA or a grievance alleging procedural violations of this section of the Settlement Agreement. The time for filing a grievance under Article 4 shall begin to run upon receipt of the decision of the EVPAA, or if the case is remanded to the Chancellor, from the date of receipt of the Chancellor's decision on remand.~~

~~D. Funding of Pay Equity Increases:~~

~~The University commits to funding pay equity increases approved by the Chancellor, or if applicable, the EVPAA.~~

~~E. The Use of the Regression Model~~

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1. ~~The University agrees to exclude campus as a factor from the regression model. To ensure that campus is excluded as a factor from a regression model the University will place departments involving the same or substantially similar disciplines in the same discipline clusters. For example, the English departments in the schools of arts and sciences in Camden, Newark and New Brunswick shall all be in the same discipline cluster.~~
2. ~~If the University continues to utilize the results of the regression analysis in evaluating requests for pay equity adjustments, the University agrees to use the analysis as just one component of a comprehensive evaluation of the requester's pay equity application and of its assessment as to whether a faculty member's salary is equitable based on appropriate comparators and pursuant to the terms of this Agreement.~~
3. ~~The parties agree that the application of the regression model used to calculate the adjustable explainable pay gap for pay equity applications shall be fully disclosed to the Union and that the regression model and its application shall be fully transparent. The University has provided and shall continue to provide to the Union the following: (a) the programming code used to clean the data and create the data sets used to estimate the regression model(s); (b) copies of the data set(s) used to estimate the regression model(s); and (c) final printouts of the estimated regression model(s) used to adjust salaries. The University will disclose any changes in the specification of the regression model(s), the data sets, or definitions of variables used in the regression model(s). The parties acknowledge that a new data set is run and new coefficients are calculated each academic year. The University shall provide the new data set and the new coefficients to the Union prior to July 1 of each year.~~

F. ~~University's Ongoing Commitment to the Development of the Pay Equity Process~~

1. ~~The University agrees that the oversight and implementation of the pay equity program negotiated between the AAUP-AFT and the University will be coordinated by the Office of the EVPAA, in conjunction with the Office of the Senior Vice President for Equity ("SVPE") and the Office of the Senior Vice President for Human Resources ("SVPHR").~~
2. ~~The Offices of the EVPAA, SVPE, and the SVPHR will be responsible for the development of training and mentoring materials for faculty and management with respect to pay equity issues, including guidelines for starting salaries and out-of-cycle increases to facilitate compliance with the law and applicable collective negotiations agreement.~~
3. ~~The Offices of the EVPAA, SVPE, and the SVPHR shall consult with two faculty members, one designated by the AAUP-AFT and one designated by the University for a two-year appointment, with expertise in the area of pay equity and compensation (faculty experts), with respect to (a) the development of~~

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~~training and mentoring materials for faculty and management with respect to pay equity issues; and (b) the evaluation of the pay equity program and areas for improvement in the negotiated pay equity process. In evaluating the pay equity program, the faculty experts, in consultation with the Offices of the EVPAA, SVPE, and the Office of the SVPHR may also review and analyze pay equity data to assist in the development of a methodology for properly analyzing and reporting on the pay equity process. The initial faculty expert appointed by the AAUP-AFT shall be given a one-time, one-course release to serve in a consultant capacity to the Offices of the EVPAA, SVPE, and the Office of the SVPHR in the commencement of the tasks described in this paragraph.~~

~~4. Annual Report~~

~~An Annual Report on Pay Equity will be issued jointly by the Offices of the SVPHR, SVPE, and the EVPAA to the University President, the University Senate, and the Board of Governors. The Report shall be a public record and posted on the University website. Prior to its issuance, the Report shall be transmitted to the SERC and the recommendations of the SERC as to the content of the Report shall be considered by the University. The contents of the report shall include:~~

- ~~a. The number of pay equity applications received pursuant to the process described in this agreement and the collective negotiations agreement;~~
- ~~b. The number of those applications that resulted in pay equity adjustments;~~
- ~~c. The average percent increase in the faculty requestors' salary for all applicants; and~~
- ~~d. Following consultation with the SERC and the two faculty experts, recommendations for modifications to the pay equity review process.~~
- ~~e. A comprehensive analysis of the impact of the pay equity program on compensation inequities.~~

~~5. Conference on Pay Equity~~

~~The University, in coordination with the Committee on Diversity, Race and Gender and the SERC, shall facilitate a national conference, hosted jointly by the AAUP-AFT and the University on "Meeting the Challenge of Pay Equity in Higher Education." The conference will be held during the 2022-2023 academic year. The costs of the conference shall be borne by the University.~~

- ~~3. When the University has determined to make an out-of-cycle salary increase, it shall inform the AAUP-AFT in writing of the name, rank, and current and adjusted salaries of each~~

4-24-23 University Response to 4-21-2023 Union Counter to April 20, 2023 University to Union April 20, 2023 11:05 a.m. Union Counter

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individual for whom an increase is to be made.

- 4. ~~During the effective term of this Agreement, out-of-cycle salary adjustments pursuant to IV, a, 4, above to an individual recipient, beyond the first, which is at the University discretion, shall be subject to negotiation with the AAUP-AFT.~~
- 5. ~~The University shall not implement any salary adjustment until 15 working days after it has informed the AAUP-AFT of its determination, as specified above, or until such time as the AAUP-AFT and the University have agreed in writing that the requirements of the Article have been fulfilled, whichever is sooner.~~
- 6. ~~Out-of-Cycle increases are in addition to, and not inclusive of, other salary increases provided for in other Parts of this Article.~~
- 7. ~~Out-of-cycle increments may be in any amount.~~

Commented [A33]: Language which is in the AAUP-AFT agreement. We want to be consistent.

Commented [A34]: ~~It has been considered with AAUP-AFT~~

B. The University may increase the salary of a member or members of the negotiations unit in order to make equity adjustment based on factors such as external market salary benchmarks within relevant markets, the faculty member's individual benchmarking information, including, but not limited to, teaching, service, research achievements, and as applicable, clinical effort or other criteria applicable to extension, library, or clinical faculty, and other relevant accomplishments, compared to relevant peers and with the recognition that Rutgers prohibits discrimination based on any legally protected classifications, including, but not limited to, gender and race. "Relevant peers" may include faculty at other Rutgers campuses.

*16 RUC
DOR 5/1/23*

Commented [A35]: But see, footnote 18 (when renumbered)

Definitions

The following definitions apply to all parts of this pay equity process:

- 1. "Faculty requestor" or "faculty member" is a member of the AAUP-AFT negotiations unit who files a request for a pay equity adjustment pursuant to Article 8, Part 5, Section B of the CNA.
- 2. "Day" or "Days" as used in this MOA means working days. For purposes of this Agreement, working days shall not include University holidays and closings identified on the University's posted holiday and closing schedule.

Commented [A36]: From this point to new section E is new language agreed upon by the parties o April 26, 2023, which is not all marked in green or yellow highlight. Comments from the April 26, 2023 proposal have been included.

Commented [A37]: In subsequent years, the University will provide a calendar with specific dates.

The process for deciding pay equity applications.

- 1. A faculty member requesting a pay equity adjustment shall submit a written request with supporting documentation to the Dean and to Compensation Services (CS). Faculty members shall be eligible to submit a request for a pay

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equity adjustment during the window between January 1 and February 28 of each academic year.¹⁵

2. Within thirty (30) days of February 28, in the given academic year, the Dean shall submit to CS and to the faculty requestor written comments in response to the faculty member's request. The Dean's written comments shall explain the basis upon which the Dean either accepted or rejected the comparators identified by the faculty member, as well as the basis for the Dean's selection of comparators not identified by the faculty member. CS and/or the Dean may consult with the chancellors with regard to the pay equity process. The Dean and the Chancellor shall ~~assess the appropriateness of~~ comparators on the basis of whether faculty members are performing work that is comparable, taking into consideration the respective teaching, service, research achievements, and, as applicable, clinical effort or, other criteria applicable to extension, library, or clinical faculty.¹⁶
3. Within ten (10) days from the expiration of the thirty (30) day period set forth above in (B)(2), the faculty requestor may submit a response to the Dean's comments to CS and to the Dean. Within, twenty (20) days from the expiration of the 10 day period set forth in this paragraph, the Dean shall submit to CS and the faculty member a reply to the issues raised by the faculty member.
4. CS shall calculate the explainable pay gap by utilizing the comparators selected by the Dean and may apply the coefficients generated by the regression model to the comparator pool identified by the Dean.
5. Within ninety (90) days from the expiration of the twenty (20) day period set forth above in (B)(3) for submission of the Dean's reply to the faculty member's comments (or ninety (90) days from the expiration of the ten (10) day period set forth above in (B)(3) if no response is submitted by the faculty member) in response to a request for a pay equity adjustment by a faculty member, UHR and the Dean shall confer, and make a salary recommendation and communicate the results of their salary recommendation in writing to the faculty member, the Union, and the respective Chancellor. If the regression is utilized, UHR and the Dean will consider the manner in which each component of the regression affects predicted pay of the faculty requestor and apply any appropriate necessary qualitative considerations to achieve an equitable result. If CS and the Dean recommend an equity adjustment, they shall specify the recommended amount of the compensation increase. Alternatively, if an application is not supported by the Dean, CS shall provide notification that the Dean has not supported the

Commented [A38]: The University proposes this language with the understanding that there may be circumstances where there are no appropriate comparators

¹⁵ In academic years 2021-2022 and 2022-2023 all requests filed from October 1, 2021 through February 28, 2023 shall be processed in accordance with the procedure set forth in section B.

¹⁶ Appropriate comparators for a faculty member allocated any cFTE may take into consideration the differences in compensation components, specifically the FVS component, applicable to those faculty members.

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application (for the reasons provided to the requestor by the Dean for not supporting the application) ("confirmation of non-support").

6. CS shall transmit to the faculty requestor the following information: (a) the comparators, if applicable, selected by the Dean to develop the salary recommendation pursuant to the criteria set forth in Article VIII(Part Five)(B) of the CNA; (b) the regression, if utilized, for the requestor, including the allocation of components used in the adjustment, and the residual difference, the detailed regression results, including the regression coefficients and the impact of the pay relevant variables, if requested by the faculty member; (c) qualitative considerations material to the determination for an adjustment, if any; and (d) if a salary adjustment is recommended, the amount of any recommended salary increase.
7. Faculty requestors shall have thirty (30) days from receipt of the salary recommendation from CS and the Dean or confirmation of the Dean's non-support from CS to forward comments to the Chancellor. Faculty members' comments to the Chancellor may challenge the application of the regression equation to the particular requestor but not the use of regression analysis; faculty members also may challenge other methodologies used by CS or Deans to calculate the requestor's pay equity adjustment. No faculty requestor shall contact CS or the Dean with respect to the salary recommendation of CS and the Dean. All comments by faculty requestors must follow the exclusive process provided for in this Settlement Agreement. Salary recommendations or confirmations of non-support shall be provided to the AAUP-AFT.
8. A Salary Equity Review Committee (SERC) shall be established for purposes of advising the Chancellors prior to the issuance of a Chancellor level decision.
 - a. [The SERC shall be comprised of eight members. The Union and the University each will select four members, all of whom shall be faculty members or faculty administrator employees. In so doing, the parties agree that there must be at least two representatives for each chancellor-led unit. One person from each group will be selected to serve as Co-Chairs of the SERC. With the exception of faculty members from RBHS, committee members shall be tenured.]
 - b. Initially two members selected from the AAUP-AFT list and two members selected from the University list shall be appointed for four (4) year terms and one member selected from the AAUP-AFT list and one member selected from the University list shall be appointed to two (2) year terms. Thereafter, all members selected by the AAUP-AFT and by the University shall be appointed for four (4) year terms.
 - c. All members of the SERC shall be full-time faculty or faculty administrator employees of the University.

Commented [A39]: The parties will discuss, during the FVS reopening for RWJMS clinical faculty, amendments to this process necessitated by the implementation of the FVS.

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- d. Any member of the SERC who was directly involved in preparing a faculty requestor's pay equity application or appeal or who participated in the review of the faculty requestor's request conducted by the Dean, CS, or the Chancellor shall recuse themselves from any review by the SERC of the faculty requestor's appeal and shall not participate in discussions with other Committee members or otherwise influence the SERC-recommendation process. If a SERC member is recused from deliberations, an alternate member shall be selected by the University if the recused member was originally chosen by the University, or the Union if the recused member was originally chosen by the Union.
 - e. SERC members shall avoid conflicts of interests, actual or reasonably perceived, in the discharge of their SERC duties. The SERC Co-Chairs shall determine whether a conflict of interest exists with respect to any SERC member, including the Co-Chairs. If a conflict of interest is deemed to exist by the Co-Chairs, the SERC member shall recuse themselves from any review by the SERC of the faculty member's appeal and not participate in discussions with other Committee members or otherwise influence the SERC recommendation process.
9. Within ten (10) days following the expiration of the thirty (30) day period set forth above in (B)(7) for forwarding comments to the Chancellor by a faculty requestor, in response to the salary recommendation of CS and the Dean, the Chancellor shall transfer the entire file to the SERC. If a faculty requestor does not submit comments to the salary recommendation of CS and the Dean, the Chancellor shall issue a decision based on his/her review of the record without referring the file to the SERC within the time period set forth in paragraph (B)(13) below.
 10. The SERC shall meet to review the file within thirty (30) days from receipt of the file from the Chancellor.
 11. The SERC shall only review the faculty requestor's pay equity application and supporting documentation, the Dean's written comments in response to the application, the salary recommendation, the faculty requestor's comments, and the Dean's comments in response to the faculty requestor's comments. The SERC (but not individual members of the SERC) may request, through the Chancellor, clarification of the information provided to the SERC from the faculty member, Dean, or CS. The SERC will provide a written summary of its deliberations to the Chancellor reflecting the SERC's views. The written summary of deliberations from the SERC shall address all issues raised in the faculty member's comments, including, but not limited to, CS's reliance on comparators changed/selected by the Dean. The SERC does not have jurisdiction to decide alleged violations of the CNA that do not arise under this Settlement Agreement or Part Five of Article 8.

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12. Within ten (10) days of the expiration of the thirty (30) day period set forth above in (B)(10) for its meeting to take place, the SERC shall forward a summary of its deliberations to the Chancellor.
13. The Chancellor shall have forty (40) days, from the expiration of the thirty (30) day period set forth above in (B)(12) for SERC to forward its summary of deliberations, to issue a decision and shall forward their decision to the faculty requestor, the AAUP-AFT, and the SERC, along with the summary of deliberations prepared by the SERC. The Chancellor's decision shall set forth the basis for accepting, rejecting, or modifying (upward or downward) the salary recommendation of CS and the Dean. If the faculty member challenges the Dean's change in or selection of comparators, the Chancellor's decision shall set forth the reasons for either accepting or rejecting the changed/selected comparators.
14. All pay equity adjustments shall be retroactive to the date the faculty requestor submitted a pay equity application to CS. If the faculty requestor does not file an appeal following this process and a salary adjustment has been recommended, no such adjustment will be paid prior to the expiration of the time for filing an appeal to the Executive Vice President for Academic Affairs.
15. The faculty member may appeal a decision of the Chancellor to the Executive Vice President for Academic Affairs (EVPAA).
 - a. A faculty member shall have twenty (20) days from the expiration of the forty (40) day period set forth above in (B)(13) to submit an appeal to the EVPAA. The faculty member shall complete a Salary Equity Appeal Form and submit it via email to evpaasalaryequityappeal@rutgers.edu within such time. A link to the form shall be provided in the Chancellor's determination letter. Along with the Appeal Form, the faculty member may submit supporting documents and information. Faculty members appealing Chancellor decisions may challenge the application of the regression equations to the particular requestor but not the use of regression analysis; faculty members also may challenge other methodologies used by CS, Deans or Chancellors to calculate the requestor's pay equity adjustments.
 - b. In reviewing the appeal, the EVPAA shall consider the faculty requestor's pay equity application and supporting documentation, the Dean's written comments in response to the application, the salary recommendation, the SERC's written summary of deliberations, the Chancellor's decision, and the faculty requestor's appeal submission.
 - c. Within thirty (30) days following the expiration of the twenty (20) day period set forth above in (B)(15)(a), the EVPAA shall make a

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determination sustaining or denying the appeal. If the appeal is sustained, in whole or in part, the EVPAA shall remand the appeal to the Chancellor with instructions. The EVPAA shall inform the faculty requestor in writing of such determination via email, copying the AAUP-AFT. The EVPAA's decision shall set forth the reasons for the decision.

- d. If the EVPAA remands the appeal to the Chancellor, the Chancellor shall follow the EVPAA's instructions and issue and deliver a new decision within forty (40) days of the expiration of the twenty (20) day period set forth above in (B)(15)(c). The decision shall be forwarded to the faculty requestor and the EVPAA.
 - e. If an appeal results in a change to the salary recommendation, such change will be processed retroactive to the date of the original pay equity application submitted by the faculty requestor to CS.
16. The decision of the EVPAA shall not be grievable. However, a faculty requestor and/or the Union is not precluded from filing an Article 9 grievance based on an alleged violation of Article 4 of this Agreement following the final decision of the EVPAA. The time for filing a grievance under Article 4 shall begin to run upon receipt of the decision of the EVPAA, or if the case is remanded to the Chancellor, from the date of receipt of the Chancellor's decision on remand. Other grievances alleging procedural violations of section B of Part Five of this Article shall be filed in accordance with Article 9.

C. Funding of Pay Equity Increases:

The University commits to funding pay equity increases approved by the Chancellor, or if applicable, the EVPAA.

Commented [A40]: Sections C to I in this document appeared as sections D to J in the April 26, 2023 University proposal. The sections were re-lettered as C to I since there was no section C in the April 26, 2023 proposal.

D. The Use of the Regression Model

- 1. The University agrees to exclude campus as a factor from the regression model.
- 2. UHR will share detailed regression results, as requested or deemed necessary, including the regression coefficients, and impact of the pay relevant variables, when conferring with the deans regarding salary recommendations.
- 3. It is understood that the regression analysis is just one component of a comprehensive evaluation of the requestor's pay equity application. The most significant driver of determining whether a faculty member's salary is equitable shall be the qualitative assessment of teaching, service, research, and as applicable, clinical effort or other criteria applicable to extension, library, or clinical faculty, pursuant to the terms of this Article.

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4. The parties agree that the application of the regression model used to calculate the explainable pay gap for pay equity applications shall be fully disclosed to the Union and that the regression model and its application shall be fully transparent. The University has provided and shall continue to provide to the Union the following: (a) the programming code used to clean the data and create the data sets used to estimate the regression model(s); (b) copies of the data set(s) used to estimate the regression model(s); and (c) final printouts of the estimated regression model(s) used to adjust salaries. The University will disclose any changes in the specification of the regression model(s), the data sets, or definitions of variables used in the regression model(s). The parties acknowledge that a new data set is run and new coefficients are calculated each academic year. The University shall provide the new data set and the new coefficients to the Union prior to November 15th each year.

E. University's Ongoing Commitment to the Development of the Pay Equity Process

1. The University agrees that the oversight and implementation of the pay equity program negotiated between the AAUP-AFT and the University will be coordinated by the Office of the EVPAA, in conjunction with the Office of the Senior Vice President for Equity ("SVPE") and the Office of the Senior Vice President for Human Resources ("SVPHR").
2. The Offices of the EVPAA, SVPE, and the SVPHR will be responsible for the development of training and mentoring materials for faculty and management with respect to pay equity issues, including guidelines for starting salaries and out-of-cycle increases to facilitate compliance with the law and applicable collective negotiations agreement.
3. The Offices of the EVPAA, SVPE, and the SVPHR shall consult with two faculty members, one designated by the AAUP-AFT and one designated by the University for a two-year appointment, with expertise in the area of pay equity and compensation (faculty experts), with respect to (a) the development of training and mentoring materials for faculty and management with respect to pay equity issues; and (b) the evaluation of the pay equity program and areas for improvement in the negotiated pay equity process. In evaluating the pay equity program, the faculty experts, in consultation with the Offices of the EVPAA, SVPE, and the Office of the SVPHR may also review and analyze pay equity data to assist in the development of a methodology for properly analyzing and reporting on the pay equity process. The initial faculty expert appointed by the AAUP-AFT shall be given a one-time, one course release to serve in a consultant capacity to the Offices of the EVPAA, SVPE, and the Office of the SVPHR in the commencement of the tasks described in this paragraph.

4. Annual Report

An Annual Report on Pay Equity will be issued jointly by the Offices of the SVPHR, SVPE, and the EVPAA to the University President, the University

4-24-23 University Response to 4-21-2023 Union Counter to April 20, 2023 University to Union
April 20, 2023 11:05 a.m. Union Counter

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Senate, and the Board of Governors. The Report shall be a public record and posted on the University website. Prior to its issuance, the Report shall be transmitted to the SERC and the recommendations of the SERC as to the content of the Report shall be considered by the University. The contents of the report shall include:

- a. The number of pay equity applications received pursuant to the process described in this agreement and the collective negotiations agreement;
- b. The number of those applications that resulted in pay equity adjustments;
- c. The average percent increase in the faculty requestors' salary for all applicants; and
- d. Following consultation with the SERC and the two faculty experts, recommendations for modifications to the pay equity review process.
- e. A comprehensive analysis of the impact of the pay equity program on compensation inequities.

5. **Conference on Pay Equity**

The University, in coordination with the Committee on Diversity, Race and Gender and the SERC, shall facilitate a national conference, hosted jointly by the AAUP-AFT and the University on "Meeting the Challenge of Pay Equity in Higher Education." The conference will be held during the 2023-2024 academic year. The costs of the conference shall be borne by the University.

- F. When the University has determined to make an out-of-cycle salary increase, it shall inform the AAUP-AFT in writing of the name, rank, and current and adjusted salaries of each individual for whom an increase is to be made.
- G. During the effective term of this Agreement, all out-of-cycle salary adjustments to an individual recipient, beyond the first, which is at University discretion under section A. above, shall be subject to negotiation with the AAUP-AFT.
- H. The University shall not implement any salary adjustment until 15 working days after it has informed the AAUP-AFT of its determination, as specified above, or until such time as the AAUP-AFT and the University have agreed in writing that the requirements of this Article have been fulfilled, whichever is sooner.
- I. Out-of-Cycle increases are in addition to, and not inclusive of, other salary increases provided for in other Parts of this Article.

V. **Other Salary Adjustments**

A. **Promotions**

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

B. Salary Matching

The University may, at its discretion, increase the salary of an individual member of the negotiations 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 AAUP-AFT Association with a copy of the outside offer, a copy of the faculty unit member's curriculum vitae, and the current and proposed salary.

C. 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 negotiations unit. It is not intended that such additional compensation be: (1) a substitute for negotiated across the board increases or merit increases; (2) funded with monies budgeted by the University for across the board increases or merit increases; (3) paid for meritorious services or to match outside salary offers. ~~Accepting additional services is **may be** temporary in nature (less than a year) and is voluntary and the member shall be informed that there is no negative employment consequence to the member for refusing additional work.¹⁷ 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. If the additional services extend beyond the year as continuing responsibilities, the Dean will follow the requirements of Section V.C.2 below~~

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 negotiations unit;
2. The amount of the additional compensation and the time for which the compensation is proposed. If the additional compensation is for continuing

¹⁷ Compensation for Additional Services may also be provided to compensate for the placement of a negotiations unit member into an additional role above and beyond the individual's faculty role but which does not remove that individual from the negotiations unit and which may not be temporary in nature. ~~Acceptance of this role is voluntary and the member shall be informed that there is no negative employment consequence to the member for refusing additional work~~ The compensation for additional services for placement in that role will be set, reduced to writing, and added to the academic base salary. When the negotiations unit member no longer holds the role, that compensation for additional services, including any annual adjustments, will be removed from the faculty member's compensation effective the date the individual is removed from that role.

Commented [A41]: I don't understand this insertion. We do not know what "continuing responsibilities" are nor do we want to conflate them with the assignment of voluntary additional work.

Commented [A42]: [Redacted text]

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

D. Additional Compensation for EMR Training and/or additional EMR work/Calls

~~All unit members that attend mandatory EMR training shall receive compensation at an hourly clinical rate consistent with any RWJBH physician in the same specialty who also receives such compensation. The implementation of the EPIC system at RWJMS on or around December 2021 shall not negatively affect the compensation of any unit member when applying wRVUs benchmark or any other metric.~~

Commented [A43]: We withdrew our proposal for this.

~~NJMS Faculty in the Department of Anesthesiology who participate in non-mandatory call for University Hospital shall receive call pay in the amount of \$300 per hour. The 13 mandatory calls per faculty member per year provided to University Hospital shall not change. In all other RWJMS/NJMS departments, the number of mandatory calls shall be specified. Additional compensation beyond the mandatory call other RWJMS/NJMS departments shall be based on market rates for such services. **The question of NJMS Department of Anesthesiology non-mandatory call rates and the mandatory call shall be subject to the reopening of Section VIII.**~~

Commented [A44]: This should be moved to a reopener with FVS

Commented [A45R44]: ~~_____~~

E. 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

Commented [A46]: The Union is confirming that NJMS Anesthesiology will be part of the FVS reopener for RWJMS departments.

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of the increase or diminution of responsibilities that will result from the transfer; and any other special circumstances. Such determination may be grieved as a Category 2 grievance under Article V.

In instances where a faculty member received a pre-determined amount in writing for assuming the duties of an administrator, upon return to the faculty, the faculty member shall relinquish an amount which is equivalent to all or part of that pre-determined amount upon his/her return to the faculty. The provisions of the above paragraph shall not apply.

VI. Fully Variable Supplement – NJMS negotiations unit members participating in University Physician Associates of New Jersey, Inc. (“UPA”)

A. Pursuant to the agreement between the University and University Physician Associates of New Jersey, Inc. (“UPA”), the variable pay arrangement for NJMS Clinical faculty members ~~will ceased~~ to exist upon ratification of the parties’ collective negotiations agreement of the term July 1, 2018 to July 31, 2022, this agreement by AAUP-AFT, with effective date of July 1, 2020. Any variable payments for date of service after June 30, 2020 are subject to adjustment consistent with the terms of this Section VI.

B. NJMS Clinical Faculty shall receive 100% of their variable pay (as described in subparagraphs C through J below) for a period of 6 months ~~2 years their last date of employment with the University. Accordingly, “tail payments” as previously provided for under the UPA agreement will no longer apply to collections related to date of service after June 30, 2020. Beginning July 1, 2020, a faculty member will be entitled to variable pay (as described in subparagraphs C through J below for collections received on or after July 1, 2020) received in the two months following the last day of the faculty member’s employment, which is associated with collections received in the faculty member’s last two months of employment. For example, if a faculty member terminates employment with the University on July 31 of any year, the faculty member will be entitled to the variable pay for the month of August (for collections received in June) and September (for collections received in July) in that same year. In order to receive this payment, the faculty member must give at least three months’ notice prior to the last date of employment with the University.~~

Commented [A47]: University agreed to 6 months

C. ~~Upon ratification of this Agreement,~~ Each NJMS Clinical faculty member shall be paid a FVS that is calculated based on the net collections¹⁸ directly resulting from the personal delivery of clinical services by that faculty member, including the department’s shared collections, based on the personal delivery of clinical services by clinical faculty in the department. Any sharing of collections in effect by departments, divisions or groups on May 1, 2020 will continue utilizing the same percentages for distribution in effect on May 1, 2020. The distribution of these shared collections shall be subject to the deductions in paragraph D below and based on department formulas in effect on May 1, 2020, ~~unless a subsequent change was made to the formula.~~¹⁹ The elimination, change or creation of

Commented [A48]: Why are all the footnotes struck? They are essential to understanding the section

Commented [A49]: Ok if we see the departments, need footnote with which ones they are. See proposed footnote.

¹⁸ “Net collections” is defined as the gross amount of clinical revenues collected, adjusted for refunds, reversals, recoupments and other payer adjustments.

¹⁹ The University shall ~~provide the Union information concerning which~~

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new sharing arrangements for sharing of collections in departments, divisions, or groups must be presented by the faculty or Chair to the Dean for approval; implementation will not occur unless approved by the Dean and after a 60% majority vote of eligible faculty in pool.²⁰

D. Notwithstanding any other provision of this Section VI, the following deductions shall be paid out of net collections:

1. 10% deduction to support the NJMS Dean's Fund unless the 3% additional Dean's taxes are already taken out in voluntary contributions (in which case it will not be double counted),
2. 7% deduction to support the NJMS Department through which the services were provided by that faculty member,
3. 3% deduction for professional liability coverage for the NJMS clinical faculty,
4. 6.5% deduction²¹ to support NJMS collections, revenue cycle, and administrative functions (adjusted to reflect actual charges) (currently provided by Barnabas Health, Inc. d/b/a RWJBH Corporate Services, Inc. pursuant to a Practice Services Agreement effective July 1, 2020), and
5. 8.5% deduction (adjusted to reflect actual charges) to reflect billing services provided to the University or its designated vendor (currently provided by Change Health).

E. In addition to the above deductions, there may be an additional deduction from collections to support departmental activities. This is the voluntary departmental tax that is over and above the 7% in Section VI. D.2 above. The amount of the deduction shall be equal to the deduction in effect on May 1, 2020, unless a subsequent change was made to the formula²² using the same methodology as applied to an individual faculty member and as determined by their department, unless a subsequent change was made to formula.²³ This additional deduction is also subject to change, as determined by a 60% majority vote of eligible faculty in the pool or department, subject to approval by the Dean.

| |
|---|
| Commented [A50]: The footnote numbers being referenced appear to be inaccurate. |
| Commented [A51]: Redundant |

F. In addition to, and consistent with, D and E above, existing voluntary divisional, group, inter-departmental program, practice, and other taxes, will continue to be withdrawn from collections in the same manner as of May 1, 2020, unless a subsequent change was made

departments voted to change their formula. For a "subsequent change" is defined as a change that followed the process set forth in Sections VI.E-G below. department to be considered to have "a subsequent change" if a department both the University and the Union shall agree that such department changed its formula.

²⁰ An "eligible clinical faculty member" is a negotiations unit member or a faculty member who is not in the negotiations unit with a 50% or more FTE (in the department in question) clinical faculty member who has rendered patient care services and has billed a minimum of \$50,000 in charges or has collected more than \$10,000 for patient services during the immediately prior fiscal year.

²¹ Collections related to NBI will be included for this purpose. That is, the collections will be taxed with the same tax and associated expenses described in D(4), and is not intended to include any other practice costs not described in paragraph (D)(4). For clarity, expenses incurred on behalf of NBI will not be incurred by NJMS faculty.

²² See footnote 10
²³ See footnote 10

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~~Healthcare~~ and any financial document created by or in the possession of NJMS concerning their practice/department upon request. NJMS Clinical Faculty shall also be provided an accounting using simple language of how the tax revenues listed in Section D, 2 and E, and F above are used on a quarterly basis.

M. ~~NJMS Faculty in the Department of Anesthesiology who participate in non-mandatory call for University Hospital shall receive call pay in the amount of \$300 per hour. The 13 mandatory calls per faculty member per year provided to University Hospital shall not change. In all other departments, the number of mandatory calls shall be specified. Additional compensation beyond the mandatory call other RWJMS/NJMS departments shall be based on market rates for such services.~~

Commented [A54]: Moved to Section D.

~~VII. Other than those covered by Section VI of this Article, two-thirds of Voting Faculty (negotiations unit members) in any RBHS department or division may establish or abolish a "voluntary tax" for the purposes of funding professional development, each negotiations unit member shall be entitled to at least \$4,000 pro-rated by FTE per year to be used for professional development. Any voluntary tax established pursuant to this paragraph must be consistent with Internal Revenue Code and approved by the Dean and Chancellor. ~~Starting July 1, 2023~~ RBHS will provide an annual pool of funds in the amount of \$350,000 to be used in the Fiscal Year provided for faculty members in the negotiations unit for professionally related expenses. The faculty will request reimbursement for expenses up to \$1,000 per unit member per year with approval from the division chief, if applicable, the department chair, a dean and final reimbursement will be made from the Chancellor's Office. NJMS, the Department of Medicine at RWJMS and any other RBHS/BHSNJ faculty member with access to professional development funding will not be eligible for access to these funds. Such funds from these taxes can be used to fund CME related activities, hospital dues, licensure, practice expenses and academic expenses provided that such expenditures are consistent with University and departmental policy. Such accounts shall be in addition to, not in place of, any benefit already provided by the department. Funds may be carried over from one year to the next. The MOA entered into between the University and AAUP/AFT regarding the RWJMS Department of Medicine dated September 1, 2018 shall remain in effect. The amount in such MOA shall be increased to \$4,000 pro-rated by FTE as provided for above. The determination of whether to reimburse a faculty member and/or the amount of any reimbursement shall not be eligible.~~

Commented [A55]: We are moving the \$750k from FY23 VIP here.

VIII. FVS for appointments for Clinical faculty not participating in UPA, and in RWJMS

A. Effective ~~upon ratification of this Agreement~~ July 1, 2020, at the time of appointment ~~of for Clinical faculty~~²⁵ (As defined below in Section I, part 1.b. of the

Commented [A56]: We should be able to make some kind of arrangement for having a third party contracting and not have the University be the one who is adding on the one and a half years of non-union.

25 "Clinical faculty" include all clinical faculty in the collective negotiations unit Robert Wood Johnson Medical School (including those at the Cancer Institute of New Jersey and University Behavioral Health Care) who have 1) a productivity-based Clinical Full Time Equivalent ("cFTE"), of 0.2 or greater during the Fiscal Year in which performance is being measured. ~~Contract clinical work shall be defined as effort provided and compensated through~~ "Contract clinical" work is defined as effort provided and compensated through

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Clinical Incentive Program) not covered by Section VI of this Article, the University shall have the discretion to include a FVS in the terms of appointment [redacted] in addition to the ABS and the Supplement.

Commented [A57]: We need to discuss how this discretion will be exercised. Redaction of discretion is unusual, especially for an entire department/department, as opposed to individual clinicians with administrative discretion.

- B. The FVS will be utilized in order to manage the risk of unknown actual productivity at Rutgers.
- C. For Clinical faculty (meaning those faculty whose salary is determined based on a clinical benchmark such as the AAMC Public benchmark) hired following the effective date of this Agreement - A FVS will be determined by the Chair (and approved by the Chancellor) at a level that, combined with the Clinical faculty member's ABS and Supplement, would bring the Clinical faculty member's compensation ABS plus Supplement [redacted] to a level above the 35-37.5th percentile of compensation [redacted] as measured by the AAMC Public benchmark for that rank and specialty.

The FVS, as described in Paragraph E below takes into account the employee's FTE and cFTE. The negotiations unit member will receive the FVS for the first [redacted] year of employment regardless of the level of productivity. If, after the first [redacted] year of employment, the employee's productivity falls below the percentage level of productivity at which the FVS is determined, that FVS will reduced to the percentage of productivity actually achieved by the negotiations unit member.

- D. For current employees as of the effective date of this Agreement: the FVS may will be utilized for Clinical faculty (meaning those faculty whose salary is benchmarked against the AAMC Public Benchmark)

Commented [A58]: This shall be included as a subject of the FVS reopener.

Commented [A59]: While we have a reopener FVS, the Union still wants to have existing contract language.

A FVS will be determined by the Chair (and approved by the Chancellor) at a level that, combined with the Clinical faculty member's ABS and Supplement, would bring the Clinical faculty member's compensation (ABS plus Supplement) plus FVS to a level above the 35-37.5th percentile of compensation but no less than the 40th percentile of compensation as measured by the AAMC Public benchmark for that rank and specialty. The FVS will be added to the ABS plus Supplement to match the expected actual level of productivity as determined by the MGMA Academics Benchmark. In such instances, the FVS will be set at an amount that would raise the Clinical Faculty member's compensation (ABS plus Supplement plus FVS) to recognize their clinical productivity

Commented [A60]: This language is carried forward from section C.

external health system contracts for professional services. Although this faculty effort is clinical in nature, Rutgers does not bill and collect from third party payors for these professional services (e.g., faculty time purchased from affiliates at an hourly or other rates), and individual faculty are not credited with collections and units of productivity (e.g., WRVUs, ASAs). "Clinical faculty" also include PAs, APRNs, CGCs, and any faculty member with an MS, MSN, MHS, DNP, PhD, PsyD, or MD or similar advanced degree, whether Masters or Doctorate, [redacted] is engaged in patient care.

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where compensation is at least the 40th percentile of compensation as measured by the MCMA Academics Benchmark (AAMC Public benchmark for that Clinical Faculty member's rank and specialty). The FVS, as described in Paragraph E below takes into account the employee's FTE and cFTE. This FVS will be paid in the first year regardless of the actual level of productivity. If, after the first year, the employee's productivity falls below the percentage level of productivity at which the FVS is determined, that FVS will be reduced to the percentage of productivity actually achieved by the negotiations unit member. The determination of the appropriate benchmark shall be consistent with the process set forth in Section II.B.4 above, entitled "Review of Effort and Benchmark Standard."

E. Calculating the FVS – Assume an employee is a 1.0 FTE with a 0.8 cFTE. The employee's ABS plus Supplement equals \$200,000. ~~The employee's productivity at the 50th percentile as measured against the MCMA Academics Benchmark. The AAMC Public benchmark salary for that employee's rank and specialty at the 50th percentile of productivity is \$220,000. The FVS equals the difference between the relevant benchmark ~~current~~ compensation and the ~~new~~ total compensation, both adjusted for FTE and cFTE. Example – $(0.8 * \$220,000) - (0.8 * \$200,000) = \$16,000$. Note if the employee is less than 1.0 FTE, such as 0.8 FTE with a 0.6 cFTE, the calculation would be: $(0.8 * 0.6 * \$220,000) - (0.8 * 0.6 * \$200,000) = \$9,600$. In no event shall the ABS plus the Supplement equal less than the 3237.5th percentile. If the faculty member's ABS plus Supplement is already above the 3237.5th percentile, the FVS shall only be used to increase that level of compensation.~~

Commented [A61]: We think that this is duplicative.

- F. The FVS will be paid on a monthly basis. Overtime, pay for covering sick time, and night differentials will not count towards the applicable Benchmark calculation.
- G. The FVS will not be counted as earnings for the purposes of calculating retirement plan benefit contributions.
- H. Further, the actual amount of the FVS must be recalculated each Fiscal Year to take into account adjustments, if any, to the negotiations unit member's ABS, Supplement, or related benchmark compensation, adjusted for FTE and cFTE. The Clinical faculty member remains eligible to participate in the Value Incentive Program as set forth in Section IX below.
- I. Within ninety (90) days from ratification, the parties agree to reopen negotiations with respect to this section and a Fully Variable Supplement (FVS) compensation plan to be applied to Robert Wood Johnson Medical School (RWJMS) clinical faculty. ~~The reopener negotiations shall be based, in part, on the University's March 28, 2023 and the Union's April 4, 2023 proposals. The parties shall endeavor to reach agreement on the FVS and other variable compensation models and other compensation plans applicable to all RWJMS clinical faculty by June 30, 2023. Absent mutual agreement on a FVS, applicable to all RWJMS clinical faculty, new compensation plans, the terms of Section [insert] of this Article of the legacy BHSNJ compensation article in of the parties' 2022 to 2026 collective negotiations agreement shall not be modified and shall~~

4-24-23 University Response to 4-21-2023 Union Counter to April 20, 2023 University to Union
April 20, 2023 11:05 a.m. Union Counter

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**continue to apply to RWJMS faculty until such time as the parties agree upon a
PWS applicable to all RWJMS clinical faculty.**

IX. Value Incentive Program

Commented [A62]: We agree to start in Fiscal 2024 provided the amounts in professional development are agreed to.

The Value Incentive Program ("VIP") beginning with Fiscal Year 2023~~4~~ provides incentive compensation for Clinical Faculty, as defined below.

A. Eligibility

1. The VIP provides incentive compensation to clinical faculty (as defined below) on an annual, Fiscal Year basis for performance on value based clinical metrics ("Value Incentive") ~~as decided by each program.~~
2. "Clinical faculty" and "Contract clinical" is defined in footnote 22 above. include all clinical faculty in the collective negotiations unit at New Jersey Medical School and Robert Wood Johnson Medical School (including those at the Cancer Institute of New Jersey and University Behavioral Health Care) who have 1) a productivity-based Clinical Full Time Equivalent ("cFTE"), as defined below, of 0.2 or greater during the Fiscal Year in which performance is being measured; and 2) achieved a rating of at least Meets Expectations/Satisfactory in the Professionalism and Clinical sections of the annual performance evaluation, and an overall rating of at least Meets Expectations/Satisfactory on the annual performance evaluation for the Fiscal Year in which performance is being measured. To be eligible for incentive compensation under the terms of this section of this Article, the clinical faculty member must remain employed through the date of payment of the incentive **and must have a completed evaluation prior to the start of the determination of distribution of the VIP pool of funds. submit their evaluation in a timely manner and in conformance with all other requirements set forth in this Agreement.**

Commented [A63]: We are assuming those with contract clinical time would get the VIP.

Commented [A64]: We handled this in the merit section. There is no reason for further penalty. The unions objects to this.

a. "Contract clinical" work is defined as effort provided and compensated through external health system contracts for professional services. Although this faculty effort is clinical in nature, Rutgers does not bill and collect from third party payors for these professional services (e.g., faculty time purchased from affiliates at an hourly or other rates), and individual faculty are not credited with collections and units of productivity (e.g., WRVUs, ASAs). For those clinical faculty engaged in contract clinical work and work that is credited with units of productivity, those clinical faculty shall have their total cFTE broken into two categories: 1) contract clinical cFTE; and 2) productivity-based cFTE. In order to be eligible for the CIP, productivity-based cFTE must be 0.2 or greater.

b. For purposes of calculating the standardized WRVU (section B(2)), Adjusted Total Regular Compensation (section B(4)(a)(2)) and benchmark compensation (section B(4)(b)), a faculty member's productivity-based cFTE will be used.

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3. At the beginning of each Fiscal Year, the Chancellor, or his/her designee, will announce the pool of funds that will be available for qualification for the VIP. The annual minimum of the VIP each year of the Agreement will be at least ~~\$4,300,000~~ \$750,000. The Value Incentives calculated for each Fiscal Year, commencing with Fiscal Year 2023~~4~~ shall be paid out no later than December 31 following the close of the Fiscal Year. By way of example, the Value Incentives for Fiscal Year 2023~~4~~ shall be paid out no later than December 31, 2023~~4~~. Payments made under the VIP will not be counted as earnings for the purposes of calculating retirement plan benefit contributions.

B. Value Incentive

1. The value incentive will be measured based upon clinical outcomes and clinical operational effectiveness and efficiency and other values as decided within each clinical department.

Commencing with Fiscal Year 2023~~4~~, a minimum of ~~\$4.3-million~~ \$750,000.00 per Fiscal Year will be set aside for a value-based incentive as set forth below. Each eligible clinical faculty member's cFTE in an eligible department is totaled and divided by the total cFTE for all eligible clinical faculty in all eligible departments. The resulting percentage is then multiplied by the VIP to obtain the Department/Division VIP ("DVIP").

2. The DVIP is then divided by the total number of eligible clinical faculty members' cFTE for that particular department to obtain the total Value Incentive potential payout based on a 1.0 cFTE ("1.0 VPO"). To calculate the Maximum Potential Value ("MPV") incentive available to a particular clinical faculty member the 1.0 VPO shall be multiplied by the eligible clinical faculty member's cFTE.
3. Each Department with eligible faculty ("Eligible Department") shall establish a Metric Review Committee ("MRC") comprised of at least three clinical faculty members, all of whom must be AAUP-BHSNJ members, selected by the Department Chair. The Chair shall provide written notice to the members of the Eligible Department and the AAUP-BHSNJ of the faculty members appointed to the MRC. The MRC shall include clinical faculty who represent procedural, nonprocedural, inpatient and outpatient faculty, to the extent possible.
4. Metrics shall be established for faculty performance in Fiscal Years 2023, 2024, 2025 and 2026, as set forth below.²⁶ By May 1 preceding the Fiscal Year in question, the Department Chair shall provide to the MRC proposed value metrics to be used to evaluate faculty performance for the Value Incentive payment. The departmental-specific value metrics tabulation shall include the percentage value allocated to each metric (out of 100%) and the standard for measuring the amount

~~26 FY 2023 shall use the same metrics as FY 2022.~~

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of value incentive earned for each particular metric.²⁷

5. For Fiscal Years ~~2023~~, 2024, 2025 and 2026, by June 1 preceding the Fiscal Year in question, the MRC shall provide comments, if any, to the Chair's proposed value metrics. The Chair may adjust their proposed value metrics based on review of the MRC's comments. If no comments are provided to the Chair by June 1, the Chair's proposed value metrics shall be implemented. For Fiscal Years ~~2023~~, 2024, 2025 and 2026, by July 1 preceding the Fiscal Year in question, the Chair, after consulting with the MRC, shall notify the faculty in his/her department of the value metrics to be used to evaluate faculty performance in the Fiscal Year beginning that July 1.
6. For Fiscal Years ~~2023~~, 2024, 2025 and 2026, by July 1 preceding the Fiscal Year in question, if the Chair has not determined the value metrics to be used to evaluate faculty performance in an Eligible Department for the Fiscal Year starting July 1, the value metrics for that department shall be set by the MRC.
7. Chairs may revise the value metrics after the stated metrics dissemination deadline, provided they obtain approval from their metric review committee and communicated the change to faculty.
8. If a department includes a value metric for which there ends up being no performance data available at the close of the Fiscal Year, the Chair may eliminate that value metric from inclusion in the calculation of the value incentive for that department and the remaining value metrics shall be adjusted equally to reflect removal of the value metric.
9. The MPV for each clinical faculty member will be applied to those metrics to determine the actual amount of value incentive to be paid to the clinical faculty member. Example – if three standard metrics are used in an Eligible Department; they each count 33%; and the MPV for the clinical faculty member is \$3,000, the maximum value incentive available to that clinical faculty member for each of the three metrics would be \$1,000.00. If a clinical faculty member achieves 80% of the potential value for each of the three metrics, based on the uniform standards of achievement set for that Eligible Department, that clinical faculty member's value incentive would be \$2,400.
10. If, after calculation of each clinical faculty member's value incentive, there are funds remaining in the VIP (due to the fact that eligible clinical faculty members did not reach his/her MPV), the Chair of each eligible department shall proportionally distribute remaining funds only to eligible clinical faculty in that department. All funds in the VIP shall be paid to clinical faculty in the negotiations unit.

Commented [A65]: ~~Given the fact that the University has a history of not honoring its obligations to the faculty, the University and AAUP shall agree upon the adjusted timeframes in paragraphs 6 and 7.~~

²⁷ The University shall have discretion to modify the deadline in paragraph 5. If the timeframe for the MRC to review the Chairs proposed value metrics is to be fewer than thirty (30) days, the University and ~~AAUP~~ shall agree upon the adjusted timeframes in paragraphs 6 and 7.

4-24-23 University Response to 4-21-2023 Union Counter to April 20, 2023 University to Union
April 20, 2023 11:05 a.m. Union Counter

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~~The Value Incentive Program ("VIP") beginning with Fiscal Year 2023 provides incentive compensation for Clinical Faculty, as defined below:~~

~~B. Eligibility~~

- ~~1. The VIP provides incentive compensation to clinical faculty (as defined below) on an annual, Fiscal Year basis for performance on value-based clinical metrics as decided by each department;~~
- ~~2. "Clinical faculty" and "Contract clinical" is defined in footnote 12 above, and must submit their evaluation in a timely manner and in conformance with all other requirements set forth in this Agreement;~~

~~a. "Contract clinical" work is defined as effort provided and compensated through external health system contracts for professional services. Although this faculty effort is clinical in nature, Rutgers does not bill and collect from third party payors for these professional services (e.g., faculty time purchased from affiliates at an hourly or other rates), and individual faculty are not credited with collections and units of productivity (e.g., WRVUs, ASAs). For those clinical faculty engaged in contract clinical work and work that is credited with units of productivity, those clinical faculty shall have their total cFTE broken into two categories: 1) contract clinical cFTE; and 2) productivity-based cFTE. In order to be eligible for the CIP, productivity-based cFTE must be 0.2 or greater;~~

~~b. For purposes of calculating the standardized WRVU (section B(2)), Adjusted Total Regular Compensation (section B(4)(a)(2)) and benchmark compensation (section B(4)(b)), a faculty member's productivity-based cFTE will be used;~~

- ~~3. At the beginning of each Fiscal Year, the Chancellor, or his/her designee, will announce the pool of funds that will be available for qualification for the VIP. The annual minimum of the VIP each year of the Agreement will be at least \$750,000. The Value Incentives calculated for each Fiscal Year, commencing with Fiscal Year 2023 shall be paid out no later than December 31 following the close of the Fiscal Year. By way of example, the Value Incentives for Fiscal Year 2023 shall be paid out no later than December 31, 2023. Payments made under the VIP will not be counted as earnings for the purposes of calculating retirement plan benefit contributions;~~

~~C. B. Value Incentive~~

- ~~2. The value incentive will be measured based upon clinical outcomes and clinical operational effectiveness and efficiency and other values as decided within each clinical department;~~

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~~2. Commencing with Fiscal Year 2023, and each year thereafter, the Chancellor, or his/her designee, shall set that portion of the total Incentive Pool to be allocated to the Value Incentive Pool ("VIP"), but in no case shall the VIP be set lower than \$1,300,000. Commencing with Fiscal Year 2023, a minimum of \$750,000 per Fiscal Year will be set aside for a value-based incentive as set forth below. Each eligible Clinical Faculty member's cFTE in an eligible department is totaled and divided by the total cFTE for all eligible Clinical Faculty in all eligible departments. The resulting percentage is then multiplied by the VIP to obtain the Department/Division VIP ("DVIP").~~

~~3.2. The DVIP is then divided by the total number of eligible Clinical Faculty members' cFTE for that particular department to obtain the total Value Incentive potential payout based on a 1.0 cFTE ("1.0 VPO"). To calculate the Maximum Potential Value ("MPV") incentive available to a particular Clinical Faculty member the 1.0 VPO shall be multiplied by the eligible Clinical Faculty member's cFTE.~~

~~4.3. Each Department with eligible faculty ("Eligible Department") shall establish a Metric Review Committee ("MRC") comprised of at least three Clinical Faculty members, all of whom must be AAUP-AFT members, selected by the Department Chair. The Chair shall provide written notice to the members of the Eligible Department and the AAUP-AFT of the faculty members appointed to the MRC. The MRC shall include Clinical Faculty who represent procedural, nonprocedural, inpatient and outpatient faculty, to the extent possible.~~

~~6.4. Metrics shall be established for faculty performance in Fiscal Years 2023, 2024, 2025 and 2026, as set forth below.²⁸ By May 1 preceding the Fiscal Year in question, the Department Chair shall provide to the MRC proposed value metrics to be used to evaluate faculty performance for the Value Incentive payment. The departmental specific value metrics tabulation shall include the percentage value allocated to each metric (out of 100%) and the standard for measuring the amount of value incentive earned for each particular metric.²⁹~~

Commented [A66]: This footnote was really only necessary because of the prior contract's timing

~~6.5. For Fiscal Years 2023, 2024, 2025 and 2026, by June 1 preceding the Fiscal Year in question, the MRC shall provide comments, if any, to the Chair's proposed value metrics. The Chair may adjust their proposed value metrics based on review of the MRC's comments. If no comments are provided to the Chair by June 1, the Chair's proposed value metrics shall be implemented. For Fiscal Years 2023, 2024, 2025 and 2026, by July 1 preceding the Fiscal Year in question, the Chair, after consulting with the MRC, shall notify the faculty in his/her department of the value metrics to be used to evaluate faculty performance in the Fiscal Year beginning that July 1.~~

²⁸ FY 2023 shall use the same metrics as FY 2022.

²⁹ The University shall have discretion to modify the deadline in paragraph 5. If the timeframe for the MRC to review the Chairs proposed value metrics is to be fewer than thirty (30) days, the University and AAUP-AFT shall agree upon the adjusted timeframes in paragraphs 6 and 7.

4-24-23 University Response to 4-21-2023 Union Counter to April 20, 2023 University to Union
April 20, 2023 11:05 a.m. Union Counter

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~~7.6. For Fiscal Years 2023, 2024, 2025 and 2026, by July 1 preceding the Fiscal Year in question, if the Chair has not determined the value metrics to be used to evaluate faculty performance in an Eligible Department for the Fiscal Year starting July 1, the value metrics for that department shall be set by the MRC.~~

~~8.7. Chairs may revise the value metrics after the stated metrics dissemination deadline, provided they obtain approval from their metric review committee and communicated the change to faculty.~~

~~9.8. If a department includes a value metric for which there ends up being no performance data available at the close of the Fiscal Year, the Chair may eliminate that value metric from inclusion in the calculation of the value incentive for that department and the remaining value metrics shall be adjusted equally to reflect removal of the value metric.~~

~~10.9. The MPV for each Clinical Faculty member will be applied to those metrics to determine the actual amount of value incentive to be paid to the Clinical Faculty member. Example — If three standard metrics are used in an Eligible Department; they each count 33%; and the MPV for the Clinical Faculty member is \$3,000; the maximum value incentive available to that Clinical Faculty member for each of the three metrics would be \$1,000.00. If a Clinical Faculty member achieves 80% of the potential value for each of the three metrics, based on the uniform standards of achievement set for that Eligible Department, that Clinical Faculty member's value incentive would be \$2,400.~~

~~11.10. If, after calculation of each Clinical Faculty member's value incentive, there are funds remaining in the VIP (due to the fact that eligible Clinical Faculty members did not reach his/her MPV), the Chair of each eligible department shall proportionally equitably distribute remaining funds only to eligible Clinical Faculty in that department. All funds in the VIP shall be paid to Clinical Faculty in the negotiations unit.~~

IX. Dental Incentive Program

For RSDM faculty, the following clinical incentive program shall be available:

1. Negotiations unit members shall be eligible to participate in the RSDM faculty practice incentive plan ("RSDM FPIP"). These faculty are not eligible to participate in the CIP discussed in Section IX above.
2. Participation in the RSDM FPIP, the time period allowed for participation in the RSDM FPIP and the specific location services are provided are subject to the approval of the Department Chair and the RSDM Dean. Subject to that approval by the Department chair and RSDM dean, negotiations unit members who are eligible to engage in the RSDM FPIP shall have no prohibition on time engaged in faculty practice at the

4-24-23 University Response to 4-21-2023 Union Counter to April 20, 2023 University to Union
April 20, 2023 11:05 a.m. Union Counter

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Rutgers' faculty practice locations (although generally it will be limited to 20% of the negotiations unit member's FTE) provided there is sufficient departmental faculty to cover teaching, and other departmental responsibilities and there is a need for such clinical coverage. The RSDM Dean, in her/his discretion ~~for a bona fide purpose,~~ may remove any participant in the RSDM FPIP at any time and, upon removal, the faculty member will not be entitled to any RSDM FPIP incentive payments.

Commented [A67]: The union drops its proposal

3. RSDM FPIP incentive payments are paid at the rate of 50% (fifty percent) of collections less the costs of implant supplies (including, but not limited to, dental implants, bone, and tissue guided membranes), and laboratory costs and patient parking (in New Brunswick). RSDM FPIP incentive payments are paid at the rate of 25% (twenty-five percent) of collections for services performed by staff hygienists or assistants under the supervision of the participating RSDM faculty member. No RSDM FPIP incentive payment shall be paid for practice in the UH-Unit 1 and RSDM student and service clinics. In addition, non-OMFS faculty do not receive an incentive payment for practice in the Operating Room at Hospitals or Hospital On Call. Operating Room work at hospitals must be billed through RSDM/RHG (or other entity as required by RSDM) for all 1.0 FTEs (for those less than 1.0 FTE such work shall be billed through RSDM/RHG, (or other entity as required by RSDM) for all clinical work as part of the RSDM faculty member's employment with RSDM/RHG) and such work will be eligible for inclusion in this Dental Incentive Program.
4. This provision applies only to OMFS: Hospital On-Call – Calculated based upon clinical service agreements with hospitals.
5. Expert witness testimony and other expert consultation service provided to other governmental agencies or universities and billed through RSDM/RHG will result in 75% of such payment being paid to the faculty provider.
6. In consideration for allowing faculty members to participate in the RSDM FPIP, participants must execute a restrictive covenant that will apply upon separation from the practice consistent with Memorandum of Agreement Concerning Restrictive Covenants.
7. RSDM faculty shall be permitted to engage in outside practice provided the RSDM Dean and the Chair consent and a) for 1.0 FTE, the faculty member and school enter into a professional services agreement which outlines that a 1.0 FTE faculty member may engage in such practice on weekends and holidays; or b) RSDM faculty less than 1.0 FTE on weekends, holidays, weekday evenings starting no less than 1 hour after the completion of their last clinical session scheduled and the RSDM faculty member does not leave before the later of the close of the clinical session or when the last patient and patient record is completed. No such faculty member may engage in this additional work when on call for RSDM. Further, such arrangement must be approved in advance by Rutgers University Ethics and Compliance.
8. RSDM faculty participating in the DCIP above shall discuss with their Practice Managers the need for ~~be provided with all~~ appropriate promotional material,

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~~including but not limited to brochures, and business cards and protocols for patient referral to the practice.~~

Commented [A68]: Accepting University's language

X. ~~Creation and Support for Pay Equity Committees~~

~~If voted upon by the faculty as per an RBHS school's bylaws, the Chancellor and respective RBHS School Dean shall support the creation of a committee to study pay inequity and to conduct regular equity reviews. The University shall provide the necessary data and resources to such committees to facilitate their work.~~

Commented [A69]: We withdraw this paragraph given the equity process above.

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

The Fiscal Emergency (including the Subject to) language shall remain unchanged in the CNA and shall not be invoked with regard to any of the economic provisions of this Article provided for in Fiscal Years 2023, 2024, and 2025.

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^{30 31}. 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-AFT 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-AFT 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-AFT pursuant to paragraph 1 above, the

³⁰ The determination of whether a fiscal emergency exists shall not be limited to whether there is a reduction in State appropriations/funding.

³¹ In exchange for the deferred merit increases in section II B. 2, and the suspension of the CIP for Fiscal Year 2020 in section VIII, the University agrees not to invoke the subject to language and the provisions of this section XI with respect to the merit increases to be paid on July 31, 2021 and July 31, 2022.

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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-AFT 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-AFT, 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-AFT may file a grievance pursuant to paragraph 5 below.
4. The AAUP-AFT 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-AFT 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 XI of this Article, the parties shall mutually agree upon another arbitrator.

On behalf of the AAUP-AFT

On behalf of the University

4-24-23 University Response to 4-21-2023 Union Counter to April 20, 2023 University to Union
April 20, 2023 11:05 a.m. Union Counter

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Dated: 5/11/2023

Dated: 5/11/23