



RUTGERS
BIOMEDICAL AND
HEALTH SCIENCES

**Summary of AAUP-BHSNJ
July 1, 2018 - July 31, 2022
Agreement**

OPENING COMMENTS

AAUP-BHSNJ

Brian L. Strom, MD, MPH

Chancellor

Rutgers Biomedical and Health Sciences

Introduction

Thank You!

Thanks to the RBHS and AAUP-BHSNJ negotiating teams and our respective labor counsels for their dedication and commitment to successfully completing this contract negotiation for our faculty!

- Kathy Bramwell
- David Cohen
- Farrah Gold Henry
- Vicente Gracias
- Paula Mercado-Hak
- Tom Hecker
- Quionne Matchett
- Meredith Mullane
- Justin Sambol
- Kathleen Beebe
- John Bogden
- Larry Frohman
- Roger Johansen
- Joe Huang
- David Hughes
- Paul Langer
- Jeff Levine
- Michael Matise
- Catherine Monteleone
- Pranela Rameshwar
- Loren Runnels
- Diomedes Tsitouras
- Steve Weissman

Our Shared Goal

To build one of the best academic health centers in the country, with an emphasis on *one*.



Rutgers Guiding Values

To steer decision-making at Rutgers University, President Holloway articulated three guiding values:

- the ideal of a beloved community;
- a relentless pursuit of academic excellence; and
- the need for strategic clarity

Paula Mercado-Hak
Assistant Vice President
Academic Labor Relations
Rutgers University

Labor-Related Articles

In an effort to answer all questions accurately and thoroughly,
questions will be collected via the following link:

https://rutgers.ca1.qualtrics.com/jfe/form/SV_9EvsKPVVn96gPSC

After this presentation, this link will be emailed to all of
you.

Answers will be provided in writing
and distributed to all faculty throughout RBHS.

As a result, no questions will be answered today.

If there are any contradictions between this PowerPoint summary and the AAUP-BHSNJ Collective Negotiations Agreement,
the collective negotiations agreement governs.

Unless otherwise noted, this agreement applies only to negotiations unit members with an
FTE of 0.5 or greater.

The tentative agreements can be found here:

https://laborrelations.rutgers.edu/sites/default/files/document/ratified_bhsnj_contract_for_the_term_7-1-2018_to_7-31-2022.moa_dated_11-3-2020.pdf

General Comments

- This is a high level summary and includes only those items which are changes from the prior agreement. Please refer to specific articles for complete details.
- The terms and conditions of this agreement apply only to those faculty at 0.5FTE or greater. The parties agree to subsequent negotiations regarding those who are between 0.1FTE and less than 0.5FTE.
- The terms and conditions relating to the librarians in the AAUP-BHSNJ are not included in this presentation. Please contact Academic Labor Relations with any questions regarding those employees.

Duration of the Agreement

- The duration of the agreement is from July 1, 2018 - July 31, 2022

Fringe Benefits and Side Letter

- Sick accrual for faculty remains 22 days per year and is now included in the contract. Sick leave for faculty less than full-time but 0.5FTE or greater shall be pro-rated (sunsets on July 31, 2022). Unused Sick days carry over.
- This now includes faculty in SHP who were previously excluded.
- International DMD program for Rutgers School of Dental Medicine faculty is now integrated into the agreement.
- Twelve-month, full-time faculty members accrue 22 days of vacation per year until the commencement of the twenty-first year of service when they accrue 25 days of vacation per year. A maximum of one year's accrual may be carried over to the next fiscal year.
 - Side Letter to Fringe Article indicates that in “departments where there has been an established practice of permitting faculty members to use vacation days prior to the vacation days being accrued such practice will continue. If a negotiations unit member leaves employment prior to the end of the fiscal year and has used a greater number of vacation days than the negotiations unit accrued, the negotiations unit member shall reimburse the University for the used, but unaccrued vacation days, including, but not limited to, reimbursement through deductions from the employee's final paycheck.”
- There is no change to the allotment of float holidays or holiday entitlements.
- During the term of this agreement, the University will continue the Rutgers Vision Care Program for employees of the University represented by the AAUP-BHNSJ.

Tenure and Tenure Track Faculty Grievance

- Provides tenured and tenure-track faculty candidates for reappointment, promotion and tenure with a grievance process for challenging a denial of a reappointment, a promotion or a tenure evaluation on the basis of an alleged material procedural violation (of the reappointment/promotion instructions, A&P Guidelines or University policy or practice relating to reappointment/promotion), discrimination, enmity, material factual inconsistency or inconsistency with University policy related to appointments and promotions, as well as remedies in cases where defects are found.
 - Details concerning the process and recent changes to the process, including document requests and violations of the A&P Guidelines as grievable, are set forth in Article XXX (tab 28 of the ratified MOA.)

Non-Tenure Track (NTT) Grievance

- Provides NTT candidates for promotion with a grievance process for challenging a denial of promotion on the basis of an alleged material procedural violation of University policies or procedures relating to the promotion of NTT faculty, discrimination, enmity, material factual inconsistency or inconsistency with NTT promotion criteria set forth in University policy, established by departments and units or set forth in the A&P Guidelines, as well as remedies in cases where procedural flaws are found.
- Details concerning the process are set forth in the new article (tab 36 of the ratified MOA.)

Appendix H: Faculty Suspensions at less than full pay

- Language added requiring the Dean to provide the committee with any documents relied upon by the Dean to support the recommended suspension and consult with the committee concerning the proposed suspension.

Grievance Procedures

- New provision added requiring referral of grievances alleging discrimination based on a protected class to the Office of Employment Equity (OEE) and requiring faculty grievants to participate in OEE's investigation or face denial of the grievance on that basis.
- Time for filing grievances reduced from six months of the date of the occurrence of the alleged violation to four months of such date.

Leave for Family and Medical Reasons

- *Parental, Faculty and Disability Leaves for Unit Members Employed at 0.5FTE or Greater*
 - New parents may use up to one year of paid sick time, float time and/or vacation leave, even if not yet accrued, to bond with their child.
 - If a new parent uses unaccrued time for bonding with a child, the unaccrued time shall be repaid in subsequent years at the rate of 15 paid days per year to be deducted from the sick time, float time, and vacation leave to which the unit member is entitled. The negotiation unit member shall determine how the deductions will be divided among their paid leave entitlements. If a negotiations unit member separates from the University before accruing sufficient time to repay time used for bonding leave, the negotiations unit member shall be required to reimburse the University for such paid time off.

Leave for Family and Medical Reasons – continued

- Effective July 1, 2021, University shall provide a one-time allotment of (10) paid days (prorated by FTE) to new parents during their first two years of employment for bonding with a child, without charge to the unit member's vacation, float days, or sick leave balances. *This shall sunset on July 31, 2022.* Time to bond with a child will run concurrently with any statutory leave time.
- *Tenure Track Probationary Periods*
 - This language in this article expands upon the extension to the tenure clock language in the A&P guidelines.
 - Faculty may request an extension to the tenure clock for a serious health condition or due to parental or familial circumstance, or an unpaid leave, for at least (4) months. This must be requested in writing to the Department Chair or head of the unit. Such request requires the approval from the Chair/unit head, Dean, and the Provost.
 - A second year's leave of absence shall not automatically extend the term of appointment. When the second year's leave of absence is requested, a faculty member may request an exclusion of the second year from the probationary period. If the leave is granted, it shall at the same time respond to the faculty member's exclusion of the year from the probationary period.
 - An exclusion of a year from the probationary period shall automatically extend the term of appointment equal to the time excluded from the probationary period. No extension is applicable to the final year of the faculty member's probationary period. No faculty member may have more than two years excluded from their probationary period.

Leave for Family and Medical Reasons – continued

- *Tenure Track Probationary Periods - continued*
 - A unit member who continues to fulfill the duties and responsibilities of their faculty appointment may request an exclusion of one year from the probationary period when serving as the principal or co-equal care-giver under the following circumstances: when he/she becomes a parent during the first five years of the probationary period, or became a parent within one year prior to appointment at the University, or in order to care for a family member or same sex sole domestic partner with a serious health condition. This provision also applies when the unit member himself/herself has a serious health condition.
- *Additional Modifications to the Workload Assignments*
 - Unit members may discuss additional modifications of their workload assignments with their Department Chair and/or Dean, or the appropriate supervisor, with regard to their particular parental or familial circumstances. Chairs, Deans, and other supervisory personnel are encouraged to work with members of the negotiations unit in this regard within the confines of the needs of the academic or research programs involved.

Leave of Absence without Pay

- Leaves of absence without pay are for the purpose of professional development or the completion of a terminal degree. Such leaves may be granted for a period of up to two years.
- Leaves are subject to approval by the Department Chair, Dean and the Chancellor. Such approval may not be unreasonably withheld. A written statement of the reasons for withholding approval shall be given to the faculty member upon request within 10 working days of that request.
- Leaves shall normally be requested a year in advance and submitted in writing to the Chair with requested dates. The date for commencement and termination of the leave shall be at the discretion of the University but normally they commence on July 1 or January 1 and terminate on December 31 or June 30.
- Faculty on the tenure track may submit a request in writing to the Department Chair for an exclusion of time from the probationary period. Such requests require approval from the Department Chair, Dean and the Provost.
 - An exclusion of a year from the probationary period shall automatically extend the term of appointment equal to the time excluded from the probationary period. No extension is applicable to the final year of the faculty member's probationary period. No faculty member may have more than two years excluded from their probationary period.
- University policy regarding benefits during a period of leave without pay shall apply.

Sabbatical

- This has replaced Faculty Renewal Leave.
- Faculty who have completed at least six consecutive years of faculty service at Rutgers are eligible for sabbatical leave of six months at full academic base salary or one-year at one-half academic base salary.
 - Other salary components are not guaranteed during the leave but may be authorized in whole or in part by the Chair if funds are available.
 - Faculty are strongly urged to seek extramural support for salary, travel, per diem support, equipment and other expenses during the sabbatical.
- Faculty members may request one-half year of eligibility for every year of full-time prior service at other institutions at the rank of Assistant Professor or above. The request is limited to four years of eligibility (eight years of prior service at other institutions) for a full year or six month sabbatical. Prior service may not be counted if previously used toward a sabbatical or other leave at another institution.
- One cannot “bank” eligible years. Once a sabbatical is taken eligibility is established anew. The only exception to this is when an approved sabbatical leave is delayed for up to one-year for University necessity.

Sabbatical – continued

- A faculty member in the last year of the probationary period or in a terminal year is not eligible for a sabbatical.
- Application: The application for a sabbatical with detailed description of the planned activities and purpose must be approved by the Chair, a standing committee of the faculty of the School, the Dean of the School, and the RBHS Chancellor. This should normally be submitted at least 3 months prior to the leave.
- A brief report of the activities and accomplishments must be submitted after the completion of the leave.
- If the Dean or RBHS Chancellor disagree with the recommendation of the Chair and/or standing committee, and deny the application, the Dean or RBHS Chancellor shall provide a statement with the reason for the denial.

Meredith Mullane, MA

Vice Chancellor, Academic Affairs
Rutgers Biomedical and Health Sciences

Academic-Related Articles

If there are any contradictions between this PowerPoint summary and the
AAUP-BHSNJ Collective Negotiations Agreement,
the collective negotiations agreement governs.

Unless otherwise noted, this agreement applies only to negotiations unit
members with an
FTE of 0.5 or greater.

The tentative agreements can be found here:

https://laborrelations.rutgers.edu/sites/default/files/document/ratified_bhsnj_contract_for_the_term_7-1-2018_to_7-31-2022.moa_dated_11-3-2020.pdf

Patent Policy

- The parties agree to commence negotiations over revisions to mandatorily negotiable terms.

Notice of Non-Reappointment

- The notice requirements remain a) four months prior to the expirations of a one-year appointment; b) six months prior to the expiration of a two-year appointment; and c) twelve months prior to the expiration of an appointment longer than two years.
- Coterminous faculty shall be given written notice that the appointment will end not less than (a) ninety (90) calendar days prior to the expiration of an appointment; or, (b) ninety (90) calendar days following receipt of notice that funding is ending/reduced for the faculty member, whichever is sooner.

Faculty Appointment/Reappointment/Promotion Processes

- Upon request, department Chairs will distribute a copy of the current and relevant reappointment/promotion instructions to members of the faculty. These can always be found on the RBHS Faculty Affairs website:
<https://facultyaffairs.rbhs.rutgers.edu/appointments-promotions/academic-reappointment-promotion-instructions/>
- RBHS Instructions for 2021-2022 shall be amended to include “rank review.” “Rank Review” is the right of a tenured faculty member to request of the Department Chairperson that he/she be evaluated for promotion. The request is granted to tenured members of the faculty who have been at least six years in rank and have not been evaluated for promotion for at least four years. Such evaluation shall be carried through each level of review, including the Promotions Review Committee, unless withdrawn by the candidate.

Faculty Appointment/Reappointment/Promotion Processes - continued

- If the Chancellor denies a reappointment or promotion on the Tenure-Track, or denies a promotion on any Non-Tenure Track, the Chancellor shall specify the reasons in writing for the denial.
- Upon initial appointment and/or reappointment, all faculty members shall receive a letter of appointment that shall include the following: (1) annual salary; (2) track, (3) rank, (4) FTE, including cFTE, eFTE, sFTE, or rFTE; (5) effective dates and/or term of appointment; (6) notification date for reappointment; (7) notice that the position is covered under the collective negotiations agreement; (8) the faculty member's responsibilities; (9) a weblink to the guidelines for reappointment and promotion; (10) a weblink to the collective negotiations agreement; and (11) a statement that the AAUP-BHSNJ has the right to request negotiation between the parties over a proposed change to a faculty member's salary component, during the term of the appointment, prior to any change taking effect that is not expressly provided for in the Compensation Article or other Articles of the collective negotiations agreement.
 - The template letters have been updated and can be found on the RBHS Faculty Affairs website here: <https://facultyaffairs.rbhs.rutgers.edu/administrative-resources/faculty-offer-letters/>

Appointment and Promotions Guidelines

- *General*
 - This document is separate from the collective negotiations agreement itself.
 - These guidelines shall not apply to faculty members with an FTE of 0.1FTE to less than 0.5FTE. Current terms and conditions of employment for those employees shall remain in place until modifications to those terms and conditions of employment are specifically negotiated for those faculty. The parties agree that following the conclusion of negotiations for a 2018-2022 collective negotiations agreement they will negotiate over the applicability of the mandatorily negotiable provisions of the A&P Guidelines to faculty members with an FTE of 0.1FTE to less than 0.5FTE.
 - Language has been added to all non-tenure tracks formalizing that those faculty may be coterminous. Previously this language existed only in the Research Track.
 - Faculty who are appointed with funding provided to the University under the RWJBH Master Affiliation Agreement, or agreements entered into between the University and RWJBH to implement the Master Affiliation Agreement with RWJBH shall not be defined as coterminous.
 - Faculty hired for a specific project may be classified as coterminous even if funding for their compensation and benefit is provided under the RWJBH Master Affiliation Agreement.

Appointment and Promotions Guidelines – continued

- *Instructors and RBHS Lecturers*
 - Clarifying language was added to the section for RBHS Lecturers and RBHS Instructors regarding the length of time they may stay at that rank.
- *Tenure Track*
 - The time a non-tenured Associate Professor recruited from an outside institution OR an Associate Professor who transfers from a non-tenure track at RBHS will have to attain tenure has been increased from four to five years from the time of their appointment as Associate Professor on the tenure track at RBHS. If the award of tenure is not received, they shall receive a one-year, non-renewable terminal appointment.
 - Language has been added to formalize that, in the rare instance a Professor without tenure is recruited to the tenure track they shall have up to five years to be awarded tenure. If the award of tenure is not received, they shall receive a one-year, non-renewable terminal appointment.
- *Non-Tenure Tracks*
 - For all non-tenure tracks, with the exception of Research track, the language regarding the length of term for a Professor or Distinguished Professor with ten, or more, years of service has been changed to three-to-seven years (previous guidelines said “up to seven years”).
 - Research track appointments remain one-to-three years regardless of rank or length of service.

Kathleen F. Bramwell, MBA

Senior Vice Chancellor

Finance & Administration

Rutgers Biomedical and Health Sciences

Compensation-Related Articles

If there are any contradictions between this PowerPoint summary and the AAUP-BHSNJ Collective Negotiations Agreement,
the collective negotiations agreement governs.

Unless otherwise noted, this agreement applies only to negotiations unit members with an
FTE of 0.5 or greater.

The tentative agreements can be found here:

https://laborrelations.rutgers.edu/sites/default/files/document/ratified_bhsnj_contract_for_the_term_7-1-2018_to_7-31-2022.moa_dated_11-3-2020.pdf

Compensation

- ABS = Academic Base Salary
 - No faculty member shall be paid an ABS which is less than the CABS for the rank. (Prorated based on FTE). The ABS must be in the letter of appointment.
- Supplement = paid to faculty member in addition to ABS.
 - If Rutgers desires to decrease upon reappointment, the faculty member has the right to have the Union negotiate to impasse on their behalf over the proposed reduction.
- ABS + Supplement will be paid in bi-weekly installments, which is based on the “daily rate of pay.” Also used to calculate the unit member’s contributions towards the member’s applicable retirement program and contributions towards health and prescription benefits.
- FVS = Fully Variable Supplement (effective July 1, 2020)
 - Applies to NJMS Faculty who provide clinical services.
 - FVS replaces UPA variable pay and will be reflected in appointment/reappointment letter.
 - FVS will not be counted as earnings for the purposes of calculating retirement plan benefit contributions.
 - Applicable to new faculty/offers at schools other than NJMS.

Compensation – continued

- Salary Adjustments – Across-the-Board
 - FY 2019
 - Faculty who were Union members on June 30, 2018 and continue to be employed through the date of payment, shall receive a 3.0% increase to his/her ABS retroactive to July 1, 2018. Eligible faculty will receive this increase and applicable retroactive pay on 3/5/2021.
 - FY 2020
 - Faculty who were Union members on June 30, 2019 and continue to be employed through the date of payment, shall receive a 3.0% increase to his/her ABS retroactive to July 1, 2019. Eligible faculty will receive this increase and applicable retroactive pay on 3/19/2021

Compensation – continued

- Salary Adjustments – Merit
 - Overview
 - Merit salary increases will be awarded to eligible faculty for FY 2021 (July 31, 2021) and FY 2022 (July 31, 2022).
 - Salary pool available for merit salary increases within each school will be based on the proportion of the total faculty ABS pool in each school. Dean’s discretion to manage pool at school or department level. If salary pools are established at the department level, it is up to the Chair whether to establish salary pools for each division.
 - Entire pool must be awarded (i.e. if someone has left their share should be reallocated to others). The salary pool will be 3% for FY 2021 and 2.5% for FY 2022.
 - After applying the merit increase, if any, the new ABS is below the adjusted CABS for that rank and title then a further adjustment will be calculated to ensure that the faculty member’s ABS is at least equal to or greater than the CABS for their academic rank. If this additional adjustment is needed these funds must come from the salary pool.

Compensation – continued

- Salary Adjustments – Merit - continued
 - No Faculty member will be notified of the recommended merit increase prior to the President’s approval. Recommendations for merit increases will be made in the following order:
 - Division Chief (if applicable)
 - Department Chair
 - Dean
 - Chancellor
 - President
 - Performance Evaluation Process – starting May 2021
 - By 1st working day of June each year – faculty member submits evaluation materials to Chair. Effective May 1, 2021, if deadline is missed faculty member shall not be eligible for a merit increase the following fiscal year. This provision shall not apply to faculty on approved leave during the month of May. Extensions until June 15 may also be granted by the Chair in exceptional circumstances.
 - Notice of this requirement shall be emailed to all on the first week of May and the last week of May.
 - Completed performance evaluations shall be provided to the faculty member by the first working day in July. The chair/supervisor and faculty member shall meet to discuss the evaluation by July 15.

Compensation – continued

- Salary Adjustments – Merit - continued
 - Performance Evaluation Process – starting May 2021- continued
 - Final evaluations shall be provided to faculty member at the conclusion of the evaluation process.
 - Each evaluation shall set forth the faculty member’s allocation of effort broken down, where applicable, to reflect effort spent on:
 - Teaching/Education (eFTE)
 - Research/Scholarship (rFTE)
 - Service (sFTE)
 - Clinical (cFTE)
 - Each portion of effort must add up to the faculty member’s total FTE
 - There is a process noted in the collective negotiations agreement if the faculty member and chair cannot agree on the distribution of the faculty member’s effort and productivity and compensation benchmark standards (where applicable).
 - Rutgers has agreed to not change unilaterally a faculty member’s cFTE between the date of this Agreement and June 30, 2021.

Compensation – continued

- Salary Adjustments – Merit – continued
 - Performance Evaluation Process – starting May 2021- continued
 - A faculty member's rFTE and cFTE used for purposes of calculating the CIP and/or Research Incentives to be paid out in FY 2022 based upon FY 2021 performance, may be adjusted, in exceptional circumstances, by agreement between a faculty member and his/her chair/supervisor.
 - For unsatisfactory or needs improvement overall scores, there is an appeal process involving review by an Appeals Panel. Recommendations by the Appeal Panel for an increase are forwarded to the RBHS Chancellor who decides on the amount of the increase. The Chancellor's decision is final and binding.

Compensation – continued

- Salary Adjustments – Merit – continued
 - FY 2021
 - All Faculty Union members hired on or before December 1, 2019, and who received an overall performance evaluation of meets expectations/satisfactory or better (an overall score of 3 or higher) for the fiscal year preceding the effective date of each merit adjustment (FY 2021) shall receive a merit increase. Note: this is a change from the prior merit program. In the prior merit program, an individual was eligible with a score of “needs improvement.”
 - Merit increase will be effective July 31, 2021.
 - Faculty member may be awarded 1.0% to 6.0% of his/her ABS as of July 30, 2021.
 - Faculty member must be in a Union position as of the first full payroll in December 2019 and continue to serve in such position through the date of payment.
 - Faculty shall not be eligible for a merit increase if their overall performance evaluation score was a 1 (Unsatisfactory) or 2 (Needs Improvement) for the fiscal year preceding the effective date of each merit adjustment (FY 2021).
 - Salary Pool – 3.0% of ABS for all Faculty Union Members eligible for merit increase (within each School) as of the first full payroll period in December 2019.

Compensation – continued

- Salary Adjustments – Downward Adjustments Based on Performance
 - ABS will be reduced by 1% if the faculty member receives an overall evaluation score of 1 (Unsatisfactory) or by 0.5% if the faculty member receives an overall evaluation score of 2 (Needs Improvement).
 - For the FY 2021 annual evaluation, downward adjustments will be effective July 1, 2021, and implemented by December 31, 2021 or when the Appeals Panel decides an appeal of an overall unsatisfactory or needs improvement rating, whichever is later. The aggregate amount of reductions in a school or unit pool shall be added to that member's school or unit for the next fiscal year.
 - Any downward adjustment to the faculty member's ABS cannot:
 - reduce below the CABS, or
 - reduce the ABS to an amount where total compensation is below the 25th percentile of salary for the faculty member's rank and specialty as determined by the most appropriate benchmark to be used for benchmarking the faculty member's salary determined by Rutgers (e.g. AAMC Public Benchmark).
 - This provision sunsets June 30, 2022.

Compensation – continued

- Salary Adjustments – Merit – continued
 - FY 2022
 - All Faculty Union members hired on or before December 1, 2020 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 (FY 2022) shall receive a merit increase.
 - Merit increase will be effective July 31, 2022.
 - Faculty member may be awarded 1.0% to 6.0% of his/her ABS as of July 30, 2022.
 - Faculty member must be in a Union position as of the first full payroll in December 2020 and continue to serve in such position through the date of payment.
 - Faculty shall not be eligible for a merit increase if their overall performance evaluation score was a 1 (Unsatisfactory) or 2 (Needs Improvement) for the fiscal year preceding the effective date of each merit adjustment (FY 2022).
- Salary Pool - 2.5% of ABS for all Faculty Union Members eligible for merit increase (within each School) as of the first full payroll period in December 2020

Compensation – continued

- The Contractual Academic Base Salary (CABS) Minimum for each academic rank will be increased by the annual pool amount as follows:
 - July 1, 2018: 3.0%
 - July 1, 2019: 3.0%
 - July 31, 2021: 3.0%
 - July 31, 2022: 2.5%
- These new salary scales can be found here:
<https://facultyaffairs.rbhs.rutgers.edu/administrative-resources/faculty-salary-scales/>

Compensation - continued

- **Out-of-Cycle Increments**

- Through June 30, 2021
 - No change to current practice. May be in any amount to reflect a faculty member's accomplishments and productivity at the recommendation of the Dean to the Executive Vice President for Academic Affairs.
- Effective July 1, 2021
 - The ability to award an OOC includes the option of a one-time payment, an increase to the ABS, the supplement or an FVS for an unusual professional achievement, accomplishments and/or productivity. This is not applicable to the FVS described in section VI of the Compensation article (NJMS variable pay). This option sunsets July 31, 2022.
- New Salary Adjustment - Equity Adjustments to Salary
 - Faculty members may submit written requests to their dean and Compensation Services (CS) for equity adjustments to salary based on factors such as external salary benchmarks within relevant markets, the faculty member's individual benchmarking information (teaching, service and research achievements), and other relevant accomplishments.

Compensation - continued

- Out-of-Cycle Increments – continued
 - New Salary Adjustment - Equity Adjustments to Salary - continued
 - The Dean will submit written comments to the faculty member and CS. CS will review the request and communicate the results of its review, with basis and amount of increases, if any, to the faculty member and RBHS Chancellor within 120 working days of receiving the request. The faculty member may provide a response to CS and the Chancellor. The Chancellor will determine the amount of the increase, if any, after consulting with CS and the Dean, and communicate the decision to the faculty member.
 - A faculty member may appeal the Chancellor's decision to the EVPAA. The appeal decision of the EVPAA is not grievable but the faculty member may file an Article V grievance alleging violation of the non-discrimination article.
 - Other Salary Adjustments which continue
 - Promotions – rank promotions shall result in an increase to the faculty member's ABS to the CABS or 10% above the individual's current ABS, whichever is greater.
 - Salary Matching – the University may increase the salary in response to a documented outside offer of employment.
 - Compensation for Additional Services – for bona fide services which are substantially over and above those normally assigned to individual faculty member.
- OOC increases are in addition to, and not inclusive of, other salary increases provided for in this article.

Compensation - continued

- Salary Placement of Faculty Members
 - For faculty hired after the effective date of the Agreement the faculty member's ABS will be at least at the CABS for their rank and title
 - If also provided a Supplement, the Supplement combined with the ABS, will set the faculty members salary at least at the 25th percentile of salary for the faculty member's rank and specialty as determined by the most appropriate benchmark used by the University for benchmarking the faculty member's salary (e.g. AAMC Publics Benchmark, etc.)
 - No Supplement provided if faculty member's ABS is at or above the 25th percentile benchmark in effect at the start of the Fiscal Year.
 - For faculty employed prior to the effective date of the Agreement, the following will occur:
 - First, the faculty member receives the FY19 and FY20 increases, if eligible.
 - Second, effective July 1, 2020, the faculty member's total compensation (all forms except CIP or Extramural Research Incentive payments) will be adjusted upward if needed to equal the 25th percentile of the benchmark used by the University adjusted for appropriate specialty and rank.
 - If an adjustment is needed it will be in the form of a Supplement as opposed to the ABS (additional or new).

Compensation - continued

- Extramural Support Incentive Awards
 - FY 2019 and FY 2020 – previous process continues
- Effective July 1, 2020 (FY21)
 - Applies to new or existing research funding that continues beyond FY19.
 - Not Eligible:
 - Faculty on the Professional Practice track.
 - Faculty required to support a percentage of their research FTE adjusted salaries using outside grant funds as a condition of employment (e.g. coterminous faculty).
 - External research grants or other extramural research awards and proposals, including non-competing continuations. Funding related to clinical trials will be applicable to this incentive. Clinical and service contracts, unrelated to research, are excluded from this incentive.
 - The rFTE adjusted salary will be calculated by multiplying the ABS plus Supplement plus FVS, if applicable, by the rFTE. Incentives are not included in this calculation. The FVRS, RETEFI, and CIP, if applicable, are not included.

Compensation - continued

- Extramural Support Incentive Awards – continued
 - Faculty receive an Extramural Support Incentive Award based on their rFTE adjusted salary on awards as follows:

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

- Where applicable, the extramural award will be adjusted for NIH and NJ caps.
- Faculty can choose to receive entire Extramural Awards in the form of compensation or apply it to programmatic activity support.

Compensation - continued

- Extramural Support Incentive Awards - continued
 - Research Incentives for Large Programs, Training and Specialized External Grants – Research, Education/Training, Equipment, & Facilities Grants Incentives “RETEFI”
 - Applies to the PI of the qualifying grant. If multiple PIs, the award is evenly split.
 - Types of Grants that Qualify for the RETEFI:
 - Multi-project research grants such as NIH U and P mechanisms, but may include other federal and non-federal grants that have 2 years or more of annual directs and one-time associated lump sums listed below:

Lump Sum Payment	Grants with Annual Directs of
\$10,000	\$500,000 to \$750,000
\$12,000	\$750,001 to \$1,000,000
\$15,000	\$1,000,001 to \$2,000,000
\$25,000	\$2,000,001 to \$4,000,000
\$35,000	\$4,000,001 to \$8,000,000
\$50,000	\$8,000,001 and greater

Compensation - continued

- Types of Grants that Qualify for the RETEFI: continued
 - Training and Education grants that are 2 years or more in the annual costs listed below:

Lump Sum Payment	Funding of
\$10,000	NIH T32 or K12 grants
\$10,000	Educational/training grants (federal or nonfederal), other than T32 or K12, that provide at least \$250,000 in annual costs
\$10,000	In addition to the above if funding is at least \$500,000.

- 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) will provide a \$10,000 lump sum payment if the funded grant is at least \$500,000 in directs.
- Facilities grants, including but not restricted to NIH G grants will provide a \$10,000 lump sum payment if the funded grant is at least \$1,000,000 in directs.
- Fully Variable Research Payment (FVRS) – a PI or MPI on an RO1 or equivalent grant may be eligible for a lump sum FVRS.
 - If the PI's ABS plus Supplemental (if any) plus FVS (if any) falls below the corresponding 40th percentile of compensation, adjusted for rFTE and rank and specialty.

Compensation – continued

NJMS

- NJMS faculty participating in variable monthly pay (Fully Variable Supplement - FVS)
 - Related to collections related to the date of service 7/1/2020 and after.
 - The following will be deducted prior to distributing the actual variable pay (FVS) on a monthly basis:
 - 10% NJMS Dean's Fund
 - 7% NJMS Department
 - 3% Professional Liability Coverage
 - 6.5% (or actual cost) NJMS collections, revenue cycle, admin functions (MSO)
 - 8.5% Billing Services Provider (currently Change Health)
 - Voluntary department tax is over and above the itemized taxes.
 - Voluntary divisional, group, inter-departmental program, practice and other taxes will continue in the same manner as of May 1, 2020.
 - These additional deductions are subject to change, as determined by a 60% majority vote of eligible faculty in the pool or department, subject to approval by the Dean.
 - When a faculty member gives three months notice, will be eligible to receive variable pay for two months after the termination date.

Compensation – continued

- FVS - Clinical Faculty Not Participating in the UPA
 - For clinical faculty hired following the effective date of the new contract, the FVS will be determined by the Chair and approved by the Chancellor at a level that, when combined with the faculty member's ABS and Supplement, will bring the faculty member's compensation, ABS plus Supplement plus FVS, to a level above the 25th percentile of compensation but no less than 40th percentile of compensation as measured by the AAMC Public Benchmark for that rank and specialty.
 - The faculty member will receive the FVS for the first two years of employment, but the FVS will be reduced to the percentage of productivity actually achieved by the faculty member if after two years his or her productivity falls below the percentage level of productivity at which the FVS is determined.

Compensation – continued

- For clinical faculty employed as of the effective date of the new contract, the FVS will be used for clinical faculty whose productivity is at or above the 40th percentile of productivity, but whose ABS plus Supplement combined is below the 40th percentile of compensation as measured by the AAMC public benchmark for that rank and specialty. In such instances the FVS will be set at an amount that would raise the faculty member's compensation (ABS plus Supplement plus FVS) to at least the 40th percentile of compensation as measured by the AAMC Public Benchmark for that rank and specialty.
 - The faculty member will receive the FVS for the first year of employment, but the FVS will be reduced to the percentage of productivity actually achieved by the faculty member if after the first year his or her productivity falls below the percentage level of productivity at which the FVS is determined.
- Clinical Incentive Program (CIP) – Minor changes from prior contract:
 - Tenured and Tenure-Track faculty who previously received a productivity or value incentive are able to continue to receive the CIP but all other Tenured and Tenure Track faculty are not eligible.
 - The pool is a minimum of \$3,500,000. The Chancellor announces the pool and what portion of that pool will be allocated to productivity and what portion allocated to value.

Compensation – continued

Dental Incentive Program (RSDM FPIP)

- The longstanding Dental Incentive has now been integrated into the AAUP-BHSNJ agreement.
- Participation, the time period allowed, and the specific location services are subject to the approval of the Department Chair and the RSDM Dean.
- Eligible faculty shall have no prohibition on time engaged in faculty practice at Rutgers' faculty practice locations provided:
 - there is enough faculty to cover teaching responsibilities;
 - there is enough faculty to cover other departmental responsibilities; and
 - there is a need for clinical coverage.
- The Dean may remove any participant in this incentive program at any time.
- Incentive Payments:
 - 50% of collections less costs of implant supplies, laboratory costs, and patient parking (NB).
 - 25% of collections for services performed by staff hygienists under the supervision of the faculty member.
 - No incentive paid for practice in the UH-Unit 1 & RSDM student & service clinics
 - OMFS faculty should receive an incentive 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) and such work will be eligible for inclusion in Incentive Program.

Compensation – continued

Dental Incentive Program (RSDM FPIP)

- OMFS Hospital On-Call – calculated based upon clinical service agreements with hospitals.
- Expert witness testimony and other expert consultation provided to governmental agencies and/or universities and billed through RSDM/RHG will result in 75% of such payment paid to faculty member.
- To participate in this Incentive Program, participants must execute a restrictive covenant.
- Faculty shall be permitted to engage in outside practice provided they do not engage in this additional work when on call for RSDM, the RSDM Dean and Chair consent, each arrangement is approved in advance by Rutgers University Ethics and Compliance, and:
 - For 1.0 FTE, a professional services agreement is signed which allows such on weekends and holidays; or
 - For less than 1.0 FTE, a professional services agreement is signed which allows such on weekends, holidays, and weekday evenings starting no less than 1 hour after completion of their last clinical session scheduled and the 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.

If there are any contradictions between this PowerPoint summary and the
AAUP-BHSNJ Collective Negotiations Agreement,
the collective negotiations agreement governs.

Unless otherwise noted, this agreement applies only to negotiations unit
members with an

FTE of 0.5 or greater.

The tentative agreements can be found here:

https://laborrelations.rutgers.edu/sites/default/files/document/ratified_bhsnj_contract_for_the_term_7-1-2018_to_7-31-2022.moa_dated_11-3-2020.pdf

Diomedes Tsitouras

Executive Director
AAUP-BHSNJ

Comments

Kathleen F. Bramwell, MBA
Senior Vice Chancellor
Finance & Administration
Rutgers Biomedical and Health Sciences

Closing Statements

PLEASE SUBMIT QUESTIONS BY **03/01/2021** TO

https://rutgers.ca1.qualtrics.com/jfe/form/SV_9EvsKPVVn96gPSC

This link will be emailed to all of you shortly.

Answers will be provided in writing
and distributed to all faculty throughout RBHS.

As a result, no questions will be answered today.

RUTGERS

BIOMEDICAL AND
HEALTH SCIENCES