

Memorandum of Agreement

This Memorandum of Agreement (“Agreement”) is made between Rutgers, The State University (“University”) and the School of Health Professions Academic Supervisors Association/NJEA (“NJEA” or “Union”). The University and the Union are collectively referred to in this Agreement as “the parties”.

The parties hereby agree as follows in the resolution of the collective negotiations related to a successor agreement to the parties’ July 1, 2018 to July 31, 2022 collective negotiations agreement (“Expired CNA”). All proposals presented by the parties during negotiations for the July 1, 2022 to June 30, 2026 collective negotiations agreement (“Successor CNA”) and not expressly agreed to as reflected in this Agreement are deemed to be withdrawn. All information requests presented by the Union relating to negotiations for the Successor CNA are deemed to be withdrawn. The terms of the Successor CNA, inclusive of the attached, are subject to ratification by the Union. Additionally, new terms set forth in Article XI (Program Director Travel), Article XIV (Parental, Medical and Caregiver Leaves and Support) and the Extramural Support Incentive Awards Article shall be effective upon union ratification of this Agreement and applied prospectively, not retroactively.


I. The following shall constitute the Successor CNA between the parties:

- a. Preamble: Maintain current contract language.
- b. Article I – Recognition: Maintain current contract language.
- c. Article II – Prohibited Discrimination and Prohibited Harassment: Maintain current contract language.
- d. Article III – Negotiation Procedure: Maintain current contract language.
- e. Article IV – Personnel Files: Maintain current contract language.
- f. Article V – Grievance Procedure: University’s September 13, 2023 proposal (attached as document 1).
- g. Article VI – Management Rights: Maintain current contract language.
- h. Article VII – Association Rights: Maintain current contract language.
- i. Article VIII – Labor Management Meetings: Maintain current contract language.
- j. Article IX – Fringe Benefits: University’s September 13, 2023 proposal (attached as document 2).
- k. Article X – Tuition Remission/Reimbursement: Maintain current contract language.
- l. Article XI – Program Director Travel: NJEA’s February 6, 2024 proposal (attached as document 3).
- m. Article XII – Compensation: University’s September 13, 2023 proposal (attached as document 4).
- n. Article XIII – Teaching Responsibilities for Academic Supervisors: Maintain current contract language.

- o. Article XIV – Parental, Medical and Caregiver Leaves and Support: University’s September 13, 2023 proposal (attached as document 5).
- p. Article XV – Evaluation of Program Directors: Maintain current contract language.
- q. Article XVI – Parking: University’s September 13, 2023 proposal (attached as document 6).
- r. Article XVII – Program Director Contracts: Maintain current contract language.
- s. Article XVIII – Termination for Cause as Program Director and/or Termination for Cause from the University: Maintain current contract language.
- t. Article XIX – Duration of Agreement: University’s September 13, 2023 proposal (attached as document 7).
- u. Article XX – No Strike of Lockout: Maintain current contract language.
- v. Article XXI – Rules Governing Working Conditions: Maintain current contract language.
- w. Article XXII – Program Director Suspensions at Less Than Full Pay: Maintain current contract language.
- x. Article __ (New Article) – Extramural Support Incentive Awards: University’s September 13, 2023 proposal (attached as document 8).
- y. Appendix A – Salary Schedules: Update minima to reflect increases of 3.75% (FY 2023), 3.5% (FY 2024), 3.25% (FY 2025) and 3.5% (FY 2026).
- z. Appendix B – Program Director Personnel Grievance Procedure: Maintain current contract language.
- aa. Appendix C: Maintain current contract language.
- bb. Side Letter of Agreement – RBHS Policies and Guidelines Governing Appointments, Promotions, and Professional Activities of the Faculty: Maintain current contract language.

For Rutgers, The State University

For the School of Health Professions Academic Supervisors Association/NJEA

DocuSigned by:

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04/11/2024

Date

3/22/24

Date

Key: Text in green highlight is new language proposed by the University.
Text in yellow highlight and strike is language deleted by the University.

ARTICLE IX - FRINGE BENEFITS

Should changes in any of the programs defined herein be affected by legislation during the term of this Agreement, all such changes appropriate to the members of this unit shall be made and implemented in accordance with the provisions of such legislation.

The provisions of this Article apply only to those negotiations unit members with an FTE of 0.15 or more only as provided specifically below.

A. Vacation

1. Full-time (12-month) Program Directors are entitled to vacation of 22 working days per year. Full time (12-month) bargaining negotiations unit members are entitled to vacation of twenty-five (25) working days of vacation per year upon the commencement of the twenty-first year of service. Vacation for unit members at less than full time shall be pro-rated based on FTE. Vacation days shall be scheduled with, and approved by, the appropriate Department Head and/or Chair. Vacation days, and their usage, shall be centrally recorded, when operationally feasible.

2. Negotiations unit members may carry over a maximum of one (1) year of earned vacation accruals into the next succeeding fiscal year. Any vacation accruals above this maximum will be forfeited. Exceptions to this provision may be recommended by the department chair, but ultimately may be approved only by the Senior Vice President for Human Resources and Organizational Effectiveness or his/her designee.

3. In instances where Program Directors are permanently employed at less than full-time or where service is for less than a full year (first and last years of employment), the following conversion formula determines accrued vacation days: vacation days = percent of appointment times percent of year employed times annual rate.

4. 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 in such departments. 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 member 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.

B. Holidays for Program Directors

1. Program Directors at .50 FTE and above shall be allowed four (4) float holidays, to be scheduled in conjunction with the appropriate Department Head and/or Chair. Float holidays for faculty unit members at .10 FTE and above but less than .50 FTE shall be pro-rated based on FTE and subject to the same scheduling requirements as those above .50 FTE.

2. Program Directors with a 1.0 FTE shall be entitled to the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Negotiations unit members with a FTE below 1.0 shall be entitled to these holidays to the extent the holiday falls on the member's regularly scheduled work day.

C. Sick Days

1. Full-time Faculty accrue one month (22 days) of sick leave per year. Sick leave for faculty at less than full-time, shall be pro-rated based on FTE ~~(this pro-rata calculation shall sunset on July 31, 2022)~~. Sick day accruals are cumulative from one year to the next.
2. Negotiations unit members may designate up to 40 hours of accrued sick leave for the purposes listed in the NJ Earned Sick Leave Law. This provision is not intended to change how sick days are used.
3. Federal Family Medical Leave, New Jersey Family Leave, New Jersey Safe Act Leave, and Other Leaves are governed by Article XIV.

D. Health Benefits Program and Contributions Towards Health and Prescription Benefits

The parties acknowledge that pursuant to N.J.S.A. 52:14-17.25 et seq., employees of the University are deemed to be employees of the State for purposes of health and prescription benefits and that health and prescription benefits are provided to eligible employees as set forth in applicable statutes and regulations. During the term of this Agreement, unless modified subsequently by Agreement of the Association and the University, employee contributions to the cost of health and prescription benefits shall continue to be in accordance with the full implementation schedule set forth in P.L. 2011, chapter 78 and which percentages were in effect on July 1, 2018. During the terms of this Agreement, the University will continue the Rutgers Vision Care Program for Program Directors.

E. Prescription Drug Program

It is agreed that, as part of the State Health Benefits Program, eligible employees of the University, as defined in applicable statutes and regulations, are provided prescription drug coverage under the State Prescription Drug Benefit Program during the period of this Agreement to the extent it is established and/or modified by the State Health Benefits Design Committee, in accordance with P.L. 2011, c.78 and that employee contributions toward the cost of such participation are set in accordance with P.L. 2011, c. 78 and as set forth in the paragraph above.

F. Dental Care Program

During the period of this Agreement, the University shall continue to make the dental plans offered through the State Health Benefits Program available to eligible negotiations unit members to the extent it is established and/or modified by the State, applicable statute or regulations, and subject to the eligibility, participation and cost sharing requirements of such plans.

G. Alternate Benefit Program

All eligible negotiations unit members shall be enrolled in the Alternate Benefit Program to the extent that it is established and/or modified by the State, applicable statute, or regulations, and subject to the eligibility, participation and contribution requirements of the Program.

H. Optional Tax Deferral Plans

The University shall continue to make available to all eligible Program Directors the optional tax deferral plans offered by the State Division of Pensions and Benefits, to the extent it is established and/or modified by the State, applicable statute or regulations, and subject to the eligibility and participation requirements of such plans.

I. Workers Compensation

1. Any Program Director who becomes disabled because of a job-related injury shall, if approved by the Department of Risk and Claims Management and Insurance, be granted a leave of absence. Payment during such leave shall be made in accordance with the New Jersey Worker's Compensation Act, except that in cases where the physical injury arises in and out of the course of the performance of assigned job duties and functions, payment will be seventy (70%) percent of salary.


2. If not approved by the Department of Risk and Claims Management and Insurance, application may be made to use sick leave, if available, and then application may be made for a medical leave of absence under University Policy.

J. Other

1. The University shall continue to make available to eligible employees all other applicable benefits in accordance with State and Federal laws and regulations.

2. Comprehensive information regarding all available fringe benefit programs shall be made available through the University Human Resources website.

By: 
For the School of Health Professions
Academic Supervisors Association/NJEA

DocuSigned by:

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By: _____
Rutgers, The State University of New
Jersey

Dated: 3/22/24

Dated: 04/11/2024

Key: Text in yellow highlight denotes new language proposed by the Union.
All other text is agreed to by the parties.


ARTICLE XI

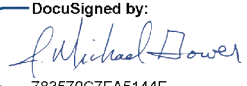
PROGRAM DIRECTOR TRAVEL

Negotiations unit members shall be permitted sufficient time away from their academic assignments for previously approved scholarly and professional purposes subject to the following provisions:

1. The negotiations unit member will have complied with the travel regulations of the University.
2. It shall be the responsibility of the negotiations unit member to provide adequate substitutes for all regularly scheduled University activities in their absence. Such substitutes must have the prior approval of the department Chairperson.
3. Employee travel may be authorized for the following purposes in order of priority:
 - a. To officiate, or to serve in another official capacity, or to make a formal presentation at a professional conference or meeting.
 - b. To attend an educational workshop or other event pertaining to the Program accreditation maintenance/licensing requirements or other organizational needs of the Program.
 - c. To attend a professional conference or meeting pertaining to the academic interests of the negotiations unit member.
4. Travel expenses will be reimbursed to negotiations unit members as per the University Policy 40.4.1.

This provision shall not alter the right of the University to make qualitative judgments as to the merits of any particular travel request and to make judgments as to the overall needs of the institution.

By: 
For the School of Health Professions
Academic Supervisors Association/NJEA

DocuSigned by:

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Rutgers, The State University of New
Jersey

Dated: 3/22/24

Dated: 04/11/2024

September 13, 2023 University Proposal Article XII NJEA (revised 3-15-2024)

Key: Text in yellow highlight is new language proposed by the University.
Text in strike and yellow highlight is contract language deleted by the University.
Text in tracked changes is revised language proposed by the University as of March 15, 2024.
All other text is current contract language.

ARTICLE XII COMPENSATION

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")

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 negotiations member's ABS shall not be decreased but may be increased in accordance with the provisions of this Article.

II. Salary Adjustments

A. Across the Board Increases

1. Fiscal Year 20~~18~~²³- All persons who were members of the negotiations unit on June 30, 20~~18~~²² (or who returned to a negotiations unit member position in the first week of July 2022 from a non-aligned faculty administrator position or from a position in another unit)¹

¹ Non-aligned faculty administrators or other individuals from another unit, who return to the negotiations unit in the first week of July 2022, July 2023, or July 2025, respectively, shall be eligible for the across-

and who continue to be employed as members of the unit through the date of payment, shall receive a \$5,035 3.0% across-the-board salary increase to his/her academic base salary retroactive to July 1, 2018~~22~~. Following ratification of the Agreement, retroactive across-the-board salary increases will be paid as soon as reasonably practicable.

2. Fiscal Year 20~~24~~²⁵ - All persons who were members of the negotiations unit on June 30, 201~~9~~²³ and who continue to be employed as members of the negotiations unit through the date of payment, shall receive a 3.5~~0~~⁰% across-the-board salary increase to his/her academic base salary retroactive to July 1, 201~~9~~²³. Following ratification of the Agreement, retroactive across-the-board salary increases will be paid as soon as reasonably practicable.

3. Fiscal Year 2026 - All persons who were members of the negotiations unit on June 30, 2025 and who continue to be employed as members of the negotiations unit through 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.

B. Merit Adjustments

1. Criteria:

Merit salary increases for Fiscal Year 20~~21~~²⁵ and Fiscal Year 20~~22~~²⁵ will be awarded to eligible members of the negotiations unit 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, program administration, research/scholarship, clinical/patient care, professionalism, and/or service.

The negotiations unit member 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 December 2019 (for a Fiscal Year 2021 merit increase) and December 2020 (for a Fiscal Year 2022 merit increase) and continue to serve in such position through the date of payment.

All negotiations unit members hired on or before September 1, 2023, the fiscal year preceding fiscal year 2025, the fiscal year of the merit increase, December 1, 2019 (for a Fiscal Year 2021 merit increase) and December 2020 (for a Fiscal Year 2022 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, negotiations unit members shall not be

the-board increases in accordance with the provisions of this section (provided they have not otherwise received an increase for Fiscal Years 2023, 2024, or 2026, respectively).

2 As noted below in paragraph (B)(2), the Fiscal Year 20~~24~~²⁵ merit increase shall be effective will be paid on July 1, 202~~14~~¹⁴ and the Fiscal Year 2022 merit increase will be paid on July 31, 202~~2~~².

eligible to receive a merit increase in the following instance:

- The negotiations 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 Years 2021 and 2022 shall be in the amount of 3.025% for Fiscal Year 2021 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. December 2019 (for a Fiscal Year 2021 merit increase) and December 2020 (for a Fiscal Year 2022 merit increase). The 3.0% merit increase salary pool proposed by the University for Fiscal Year 2021 shall be deferred and not paid until July 31, 2021. The 2.50% merit increase salary pool proposed by the University for Fiscal Year 2022 shall be deferred and not paid until July 31, 2022. The 3.25% merit increase salary pool proposed by the University for Fiscal Year 2025 shall be effective July 1, 2024.

The salary pool available for merit salary increases within each School 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 paid on July 31, 2021 and July 31, 2022, if any, that may be awarded shall be at least 2.0% of the negotiations unit member’s ABS.³ A negotiations unit member may receive a merit salary increase of up to 6.0% of the negotiations unit member’s ABS. If eligible, all salary increases shall be calculated based upon the negotiations unit member’s ABS as of the date prior to the effective date of the merit increase (e.g., June 30, 2021 for a July 31, 2021 merit increase).

³ 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.

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 negotiations unit 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~~June of each year, the negotiations unit member shall submit evaluation materials to the Chair. Notice of the deadlines for submission of evaluation materials shall be provided to all negotiations unit members by email both on the first week of April, the first week of May, and in the last week of May. This provision shall not apply to faculty on approved leave during the month of April or May.

Effective May 1, 2024, there shall be a one-week (7 calendar days) grace period following the May 1 deadline for the submission of evaluation materials. After that one-week grace period, which shall conclude on May 8, there will be a 0.3% decrease to the potential merit increase percentage for the faculty member for every week the evaluations materials are not submitted between May 9 and June 1. Those individuals who do not submit evaluation materials by June 1 will not be entitled to an increase. Extensions until June 15 may also be granted by the Chair in exceptional circumstances.

~~Effective May 1, 2021 and each year thereafter, a negotiations unit member who does not submit these evaluation materials to the Chair by the first working day in June of each year shall not be eligible for a merit increase for the following Fiscal Year 2022. Notice of this requirement shall be provided to all negotiations unit members by email both on the first week of May (commencing May 2021) and in the last week of May. This provision shall not apply to negotiations unit members on approved leave during the month of May. Extensions until June 15 may also be granted by the Chair in exceptional circumstances.~~

Completed performance evaluations shall be provided to the negotiations unit member by the first working day in July of each year. The chair/supervisor and negotiations unit member shall meet to discuss the evaluation by July 15 of each year. Final evaluations shall be provided to negotiations unit members at the conclusion of the evaluation process, but no later than September 15th.

Each evaluation shall set forth the negotiations unit member's allocation of effort broken down, where applicable, to reflect effort spent on teaching/education (eFTE), program

administration (aFTE), research/scholarship (rFTE), service (sFTE) and clinical (cFTE). Each portion of effort must add up to the negotiations unit member's total FTE. To the extent clinical faculty have cFTE that is partly contract clinical work and partly productivity-based work, the evaluation shall set forth each portion of such work that comprises that negotiations unit member's total cFTE.

Performance evaluations will evaluate the unit member's performance since the date of his/her last performance evaluation and shall set expectations for the coming academic year.

Merit increases shall be informed solely by the unit member's performance during the evaluation period (date of last evaluation through date of current evaluation) preceding the effective date of the increase.

5. Evaluation Appeal Process

- a. There shall be an appeal procedure for an unsatisfactory or needs improvement Overall score on the performance evaluation of the negotiations unit member.
- b. A unit member may appeal that portion of a performance evaluation which results in the denial of a merit increase ~~and which would result in a Salary Adjustment Based on Evaluation as set forth in part D below~~ by filing a request for review within thirty (30) calendar days of receipt of the evaluation being appealed, or by September 30 following the Fiscal Year to which the evaluation applies, whichever is later. The request shall be filed with the Office of ~~University Academic~~ Labor Relations, who shall provide copies to the NJEA and the Appeals Panel established by this subsection.
- c. The review shall be by an Appeals Panel comprised of two persons designated by the NJEA, two persons designated by the University, and a person designated jointly by the NJEA and the University, who shall be the chair of the Appeals Panel. The NJEA and University shall designate substitute person(s) for the Appeals Panel in cases in which the originally designated person(s) cannot hear the matter because of a conflict of interest.
- d. The Appeals Panel shall schedule the review at a mutually convenient time. The parties may make written submissions to the Appeals Panel no later than seven (7) calendar days prior to the date scheduled for review. The Panel may request additional information from the ~~parties the negotiations unit member and/or supervisor who performed the evaluation.~~
- e. The Appeals Panel shall issue its decision to the parties, the NJEA and the ~~Executive Director Office~~ of ~~University Academic~~ Labor Relations within thirty (30) calendar days following the date of the review, and the decision shall be final and binding on all parties.

- 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.) ~~and which would result in a Salary Adjustment Based on Evaluation as set forth in part D below;~~ 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. ~~Moreover, the appellant shall not be subject to a Salary Adjustment Based on Evaluation as set forth 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 NJEA. 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 ~~and/or which would have resulted in a Salary Adjustment Based on Evaluation as set forth in Section D below~~ was less than meets expectations/satisfactory, the unit member shall receive no merit adjustment for the year in question ~~and shall be subject to a Salary Adjustment Based on Evaluation as set forth 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 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.

7. Information

The University will inform the NJEA as to the amount of funds allocated to the merit increases.

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

At the conclusion of the merit increase process for Fiscal Years ~~2021 and 2022 (paid on July 31, 2021 and July 31, 2022, respectively)~~ ~~2021 and 2022~~, the University will inform the NJEA of the negotiations unit member's school,

department, academic rank, overall performance rating and merit salary increase, if any. In those instances where an eligible negotiations unit member received an overall evaluation rating of "meets expectations/satisfactory" or better and also received a merit increase of less than 1.5%, or greater than 5.0%, the University shall provide the Union with a document identifying those negotiations unit members with a general statement by the appropriate Dean and Chancellor that the merit increases for those faculty members "have been reviewed and are 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. All CABS shall be increased by ~~3%~~ \$5,035 effective July 1, 2018~~22~~, ~~3.5%~~ effective July 1, 2019~~23~~, ~~3.25%~~ effective July 1, 2024~~31, 2021~~ and ~~23.5%~~ effective July 31, 2022~~25~~.

~~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.~~

~~1. The employee's ABS will be reduced by one (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 negotiations unit member's salary determined by the University (e.g., the AAMC Public Benchmark) applicable to that 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 NJEA information concerning the reallocation.~~

~~ED. Salary Placement of Negotiations Unit Members~~

1. 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.
 - 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 3525th 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 negotiations unit member's salary determined by the University (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).⁴ In such case, the Supplement shall be made part of the negotiations unit member's ABS.
 - The establishment of salary will be pro-rated based on total FTE.
 - The University will use the benchmark standard in effect at the start of the Fiscal Year in which the salary is being determined.
 - 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.
 - Overtime, pay for covering such time, and night differentials will not count towards the applicable Benchmark calculation.
 - ~~If the University decides to decrease a Supplement upon reappointment, the negotiations unit member has the right to have the Union negotiate to impasse on the negotiations unit member's behalf over the proposed reduction to the negotiations unit member's Supplement.~~
 - ~~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."~~

⁴ No increase to the Supplement will be provided in this instance if the negotiations unit member's ABS is at or above the 3525th percentile of salary for the negotiations unit member's rank and specialty as determined by this section.

- The ABS and Supplement 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.
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/August 1, 2021, the following will occur:
- First, the negotiations unit member will be eligible for the increase provided for in Section II.A and II.B. of this Article (the FY19, FY 20, and FY22 increases);
 - Second, also effective July 1 of each year of this Agreement August 1, 2021, the negotiations unit member's total compensation (which includes all forms of compensation, including, but not limited to, ABS and Supplement but which shall not include Extramural Research Incentive payments) will be adjusted upward if needed to equal the 352nd 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 negotiations unit member's appropriate specialty and rank (if not already at that percentile; if already at or above that percentile, this subparagraph shall not apply).
 - The establishment of salary will be pro-rated based on total FTE.
 - 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 such time, and night differentials will not count towards the applicable Benchmark calculation.
 - Any additional compensation necessary to move the negotiations unit member to the 352nd percentile of the most appropriate salary benchmark will be added, effective July 1 of each year of this Agreement (except not July 1, 2022) August 1, 2020, to the negotiations unit member's Supplement (or that amount will be placed in a new Supplement if the negotiations unit member does not already receive a Supplement). Adjustments will be made after the annual increase.

- Adjustments will be made within 60 working days after the annual increase.
- 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."
- If the University decides to decrease a Supplement upon reappointment, the negotiations unit member has the right to have the Union negotiate to impasse on the negotiations unit member's behalf over the proposed reduction to the negotiations unit member's Supplement.
- 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."
- The ABS and Supplement 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.

EF. Salary Increases at Time of Appointment as Program Director

Appointment to Program Director shall result in a 6-10% increase to the academic base salary of the faculty member as set forth in the academic appointment and consistent with Appendix A of this collective negotiations agreement. Faculty being considered for appointment to Program Director will have the opportunity to negotiate their percent increase which will be determined by the Dean in consultation with the Department Chair. When an individual leaves the Program Director role, his/her salary shall be decreased by the percentage by which it was increased at the time of appointment as Program Director.

FG. Promotions

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

III. Extramural Support Incentive Award

~~The following shall apply through June 30, 2021:~~

~~Awards in this category are in recognition of external research grants or other extramural research support acquired by Program Directors. The revised extramural support incentive award will be applied as follows:~~

Percentage Salary Support on Award(s) ⁽⁵⁾	Percent Returned to Program Director ⁽⁶⁾
Up to 10%	11%
11% to 19%	12%
20% to 29%	13%
30% to 39%	14%
40% to 49%	15%
50% to 59%	16%
60% to 69%	17%
70% to 79%	18%
80% to 89%	19%
90% and above	20%

Where applicable, the extramural support incentive award will be adjusted for the NIH cap in effect at the time of the award. For example, if a Program Director is paid in excess of the NIH cap and has 60% effort and salary support of the NIH cap on an extramural award, 17% of 60% of the NIH cap will be returned to the Program Director in the form of an extramural support incentive award. Extramural support incentive awards shall not increase the academic base salaries of Program Directors, 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 Program Director 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.

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

The following shall be the Extramural Support Incentive Award language effective July 1, 2021:

- A. The Extramural Support Incentive Awards set forth below will apply to all negotiations unit members (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 negotiations unit members. The revised extramural support incentive award will be applied as follows:
- C. Negotiations unit members on the Professional Practice track will not be eligible to participate in this Extramural Support Incentive Award program.

⁵ The percent salary support on award(s) is calculated by taking salary support on award(s) as a percentage of Program Director's total salary (not just the academic base).

⁶ The amount returned to the Program Director is a percent of the salary that is covered on awards calculated in item (2) above. It is not a percent of the total salary.

D. The Extramural Support Incentive Award will apply to all awards and proposals, including non-competing continuations.

E. Negotiations unit members 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) but not any FVRS and RETEFI the employee may also receive in that same Fiscal Year by the rFTE. Incentives are not included in this calculation.

G. Negotiations unit members 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% 80%	22%
81% 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 negotiations unit

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 negotiations unit member in the form of an extramural support incentive award. Extramural support incentive awards shall not increase the academic base salaries of negotiations 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 negotiations 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.

K. Negotiations unit members 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. Research Incentive Program for Large Programs, Training and Specialized External Grants:

1. Effective July 1, 2021, 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 negotiations unit members to develop externally funded programs that support establishing large research teams that benefit many negotiations unit members 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 RETEFI⁷

⁷ 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 RETEF Incentive.

- 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

\$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

- 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

- 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

- 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

- RETEPI payments will not be counted as earnings for the purposes of calculating retirement plan benefit contributions.

M. Fully Variable Research Payment (“FVRS”) Beginning in Fiscal Year 2022, immediately following the calculation of the Extramural Support Incentive Award for the prior Fiscal Year, a PI or MPI (“PI”) on a ROI or equivalent grant may be eligible for a lump sum FVRS.

a. If the PI’s ABS plus Supplement (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), also adjusted for rFTE (and FTE if necessary). The determination of the appropriate benchmark shall be consistent with the process set forth in Section ___ 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 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 ROI (subject to the re-calculation 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. Unit Member Salaries

On February 1st of each year, the University shall provide to the Association a list of all unit members and their academic base salaries. Quarterly, the University shall provide the Association documents memorializing all actions reflecting academic base salaries of new unit members and all changes to the academic base salaries of unit members. The University represents that such documents shall reflect all adjustments to the academic base salaries of unit members.

V. Out-of-Cycle Increments

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

a. ~~These awards are for the purpose of granting salary increments to those unit members whose compensation should be increased to reflect their accomplishments and productivity.~~

b. ~~Out of cycle increments shall be in any amount.~~

e. ~~The Dean shall submit each nomination to the Executive Vice President for Academic Affairs with a curriculum vitae and letter of recommendation.~~

d. ~~Out of cycle increments shall be determined by the Executive Vice President for Academic Affairs upon recommendation by the Dean. The decisions of the Executive 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 Executive Vice President for Academic Affairs shall notify the Association of all out of cycle increments by providing the Association 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 payment⁸ for only that year or as an increase to ABS or Supplement or FVS (not applicable to the FVS referred to in Section VI below), 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 shall submit each nomination to the Executive Vice President for Academic Affairs, or designee, with a curriculum vitae and letter of recommendation. The decisions of the 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.

B. The University may increase the salary of a member or members of the negotiations unit in order to make equity adjustments 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 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.

Definitions

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

"Faculty requestor" or "faculty member" is a member of the NJEA negotiations unit who files a request for a pay equity adjustment pursuant to this article.

"Day" or "Days" as used in this section 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.⁹
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

⁸ The one time payment option shall sunset on July 31, 2022.

⁹ 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.

Commented [OULR1]: All language from this point through page 25 follows the new salary equity language for AAUP-AFT/BHSNJ.

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.¹⁰

Commented [OULR2]: The University proposes this language with the understanding that there may be circumstances where there are no appropriate comparators.

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 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

¹⁰ 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.

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 Agreement. Salary recommendations or confirmations of non-support shall be provided to the NJEA.

8. If the faculty requestor accepts the salary recommendation of CS and the Dean or confirmation of the Dean's non-support from CS and does not wish to submit comments to the Chancellor, at any time within the 30-day period set forth in paragraph (B)7 above, the faculty member shall notify CS, and the NJEA, in the manner prescribed by UHR, that the salary recommendation is accepted.

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9. 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 NJEA list and two members selected from the University list shall be appointed for four (4) year terms and one member selected from the NJEA list and one member selected from the University list shall be appointed to two (2) year terms. Thereafter, all members selected by the NJEA 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 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.

109. 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 or confirmation of the Dean's non-support, 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, or accepts the recommendation of CS and the Dean pursuant to Paragraph 8 above, 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)(143) below.

110. The SERC shall meet to review the file within thirty (30) days from receipt of the file from the Chancellor.

124. 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 this Agreement that do not arise under this Settlement Agreement or Part Five of Article XII.

132. Within ten (10) days of the expiration of the thirty (30) day period set forth above in (B)(110) for its meeting to take place, the SERC shall forward a summary of its deliberations to the Chancellor.

143. The Chancellor shall have forty (40) days, from the expiration of the thirty (30) day period set forth above in (B)(11~~2~~) for SERC to forward its summary of deliberations, to issue a decision. If a faculty requestor notifies CS pursuant to Paragraph 8 above, that the salary recommendation or non-recommendation is accepted or the faculty requestor does not timely submit comments to the Chancellor, the Chancellor's decision shall issue within 40 days of the expiration of the thirty (30)day period set forth in (B)(7). The Chancellor~~and~~ shall forward their decision to the faculty requestor, the NJEA, and the SERC (if applicable), along with the summary of deliberations prepared by the SERC (if applicable). 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 ~~requestor's comments~~~~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.

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154. 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.

165. 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 the manner prescribed by UHR~~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)(16~~5~~)(a), 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 NJEA. 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)(165)(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.

176. The faculty requestor may notify UHR, in the manner prescribed by UHR,¹¹ that they accept the Chancellor's decision, but must do so no later than twenty days following the expiration of the soonest forty-day period set forth in (B)(14). The faculty requestor's written acceptance of the Chancellor's decision shall constitute a waiver of their right to appeal the Chancellor's decision to the EVPAA. If such notification is made, any salary adjustment awarded to that faculty requestor shall be implemented no later than the third pay period following the expiration of the twenty-day period set forth earlier in this paragraph barring exigent circumstances.

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18. 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.

19. If the recommendation of CS and the Dean is accepted by the faculty requestor, the faculty requestor and the Union shall be precluded from filing a grievance alleging violation of Article II, or alleging other violations of Article XII, Section IV, of this Agreement. If the Chancellor's decision is accepted by the faculty requestor, the faculty requestor waives the right to appeal the Chancellor's decision to the EVPAA and the faculty requestor and the Union shall be precluded from filing an Article V, grievance alleging a violation of Article II, or alleging other violations of Article XII, Section IV, of this Agreement.

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20. Faculty requestors with pending pay equity applications on December 31, 2023 may communicate their acceptance of the Chancellor's Decision to UHR, by email

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¹¹ Currently available at <https://rutgers.service-now.com/hrportal>.

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to payequityfaculty@hr.rutgers.edu, no later than 20 days following the issuance of the Chancellor's decision. Communication sent from a requestor prior to the full execution of this amendment will not be considered as acceptance of the Chancellor's recommendation.

C. Funding of Pay Equity Increases:

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

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.
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 NJEA 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 NJEA 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 NJEA 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 NJEA 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.

1. A negotiations unit member requesting an equity adjustment shall submit a written request on a form developed by University Human Resources with supporting documentation to the faculty member's Dean and to Compensation Services.
2. The Dean (or designee) shall submit to Compensation Services and to the negotiations unit member written comments in response to the request of an equity adjustment.
3. Compensation Services shall review the negotiations unit member's request for an equity adjustment and supporting documentation, the Dean's (or designee's) written comments, and shall collect and review any other information it deems relevant to its inquiry.
4. Within one hundred twenty (120) working days from the submission of a request for an equity adjustment by a negotiations unit member, Compensation Services shall communicate the results of its review and the basis for the results in writing to the faculty member and the RBHS Chancellor. If for any reason the review cannot be completed within this timeframe, Compensation Services shall notify the negotiations unit member. If Compensation Services recommends an equity adjustment, it shall recommend the amount of the compensation increase.
5. The negotiations unit member may submit a written response regarding the results provided by Compensation Services to the RBHS Chancellor.
6. In all instances, the amount of an increase, if any, will be determined by the RBHS Chancellor, or designee, in consultation with the Dean and Compensation Services, and the resulting salary must be consistent with the factors set forth in B. above. The Chancellor, or designee, shall be responsible for approving such increase, if any, and for communicating such decision to the negotiations unit member.
7. The negotiations unit member may appeal a decision of the RBHS Chancellor, or designee, to the Executive Vice President for Academic Affairs. The decision of the Executive Vice President for Academic Affairs shall be provided to the negotiation's unit member and the NJEA. The decision of the Executive Vice President for Academic Affairs shall not be grievable. However, this shall not preclude a negotiations unit member from filing an Article grievance based on an alleged violation of Article of this Agreement following the final decision of the EVPAA. The time for

~~filing such a grievance under Article — shall begin to run upon receipt of the decision of the Executive Vice President for Academic Affairs.~~

~~8. The negotiations unit member may be accompanied by an NJEA representative for purposes of any meetings with Compensation Services for purposes of this Part —, section B. equity review process.~~

~~9. The University commits to funding equity increases approved by the RBHS Chancellor, or, if applicable, the Executive Vice President for Academic Affairs.~~

- C. When the University has determined to make an out-of-cycle salary increase, it shall inform the Union in writing of the name, rank, and current and adjusted salaries of each individual for whom an increase is to be made.
- D. During the effective term of this Agreement, out-of-cycle salary adjustments pursuant to IV. a. 1. above to an individual recipient, beyond the first, which is at the University discretion, shall be subject to negotiation with the NJEA.
- E. The University shall not implement any salary adjustment until 15 working days after it has informed the NJEA of its determination, as specified above, or until such time as the NJEA and the University have agreed in writing that the requirements of the Article have been fulfilled, whichever is sooner.
- ~~DF.~~ Out-of-Cycle increases are in addition to, and not inclusive of, other salary increases provided for in other Parts of this Article.
- ~~EG.~~ Out-of-cycle increments may be in any amount.

~~VI.~~ Salary Matching

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

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

The Fiscal Emergency language (including the "Subject to" language in Section A above) shall remain unchanged in this Agreement 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 emergency¹². If the University invokes the prefatory “subject to” language following the determination of a fiscal emergency, the University agrees as follows:

- a. The University shall provide the Association 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 Association negotiations pursuant to paragraph 9.c. 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.

- b. Along with the Notice provided to the Association pursuant to paragraph 9.a. above, the University shall provide the latest available statements/financial documents, as follows:
 - The financial information upon which the University relies as the basis for its claim that a fiscal emergency exists.
 - The audited financial statements for the prior fiscal year;
 - Quarterly Statement of Net Position (Balance Sheet) for the current fiscal year;
 - Current projection of the Income Statement for the Unrestricted Educational and General Operating Funds (Operating Budget) for the current fiscal year;
 - Quarterly Statement of Cash Flows (Statement of Cash Flows);
 - Unaudited End of Year financial statements for the statements listed above;
 - University budget request submitted to the Department of Treasury for past, current and upcoming fiscal years; and
 - The University’s Unrestricted Operating Budget for the current fiscal year and budget for the upcoming fiscal year.


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

¹² The determination of whether a fiscal emergency exists shall not be limited to whether there is a reduction in State appropriations/funding.

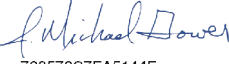
- c. During the notice period, upon written request by the Association, the University shall commence negotiations over measures to address the fiscal emergency. The University is not obligated to negotiate to impasse in order to withhold any of the economic provisions of this Article. At any point during the notice period the Association may file a grievance pursuant to paragraph 9.e. below.
- d. The Association 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 9.c. above.
- e. If the parties have not agreed upon measures to address the fiscal emergency, the Association may file a grievance under Article V of the Agreement. The grievance shall proceed directly to arbitration under Article V.E.1. 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 9 of Article XII. 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 9 of this Article, the parties shall mutually agree upon another arbitrator.

By: 

 For the School of Health Professions
 Academic Supervisors Association/NJEA

DocuSigned by:

 By: _____
 783570C7FA5144E...
 Rutgers, The State University of New
 Jersey

Dated: 3/22/24

Dated: 04/11/2024

Key: Text in green highlight is new language proposed by the University.
Text in yellow highlight and strike is language deleted by the University.

ARTICLE XIV – PARENTAL, MEDICAL AND CAREGIVER LEAVES AND SUPPORT FOR FAMILY AND MEDICAL REASONS

This provision deals with leaves, including leaves for personal illness, pregnancy, post-pregnancy, disability, parenting, and caregiving, family illness and family leave.

I. Parental, Family, and Disability and Medical Leaves for Unit Members Employed at .5 FTE or Greater

A. Short-term medical conditions and/or disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, treated like other short-term medical conditions and/or disabilities. After pregnancy, a member of the negotiations unit is entitled to a recuperative paid leave of up to six weeks (or thirty working days), or a longer period if the negotiations unit member continues to be disabled and/or remains medically unable to return to work. All employment policies and practices involving commencement and duration of leave, availability of extensions, accrual of seniority and other benefits and privileges, and reinstatement and payment, shall be applied to short-term medical conditions and/or disabilities due to the above causes as they are applied to other short-term medical conditions and/or disabilities of members of the negotiations unit.

B. In addition to the above, a member of the negotiations unit, who is a new parent, shall be eligible to receive release time from their specifically assigned classroom teaching duties¹ and committee service obligations for up to eight weeks (or 40 working days).

In cases in which a negotiations unit member is entitled to six weeks or more of recuperative paid leave pursuant to paragraph III.A. above, the additional eight weeks (or 40 working days) of release from specifically assigned classroom teaching duties² and committee service obligations shall be added to the six weeks of recuperative paid leave in section A. above, for a total of fourteen weeks (or 70 working days), but are not required to be taken consecutively. Unused release time shall expire after twelve (12) months from the date the negotiations unit member becomes a new parent. The period of release from specifically assigned classroom teaching duties³ and committee service obligations can be reduced by the head of the unit if it would place an undue hardship on the department or unit.

~~B. New parents may use up to one year of paid sick time or sick leave, float time and/or vacation leave, even if not yet accrued, to bond with their child.¹~~

¹ Faculty who perform no classroom teaching duties shall instead be eligible to receive release time from research duties or clinical duties.

² See footnote 1.

³ See footnote 1.

~~¹ This permits a new parent to use the amount of sick leave, vacation leave and float time they would accrue in one year for purposes of bonding with a child.~~

C. Program Directors eligible for recuperative leave as per Sections I.A and I.B shall use all available sick time or sick leave concurrently with such recuperative leave. In the event the negotiations unit member has no available sick time or sick leave (or exhausts such sick time or sick leave), the negotiations unit member still shall be eligible for recuperative leave with pay. Program Directors eligible for new parent release time pursuant to Sections I.A and I.B shall not be required to charge paid vacation, sick, or float days.

~~C. In addition, effective July 1, 2021, the University shall provide a one-time allotment of (10) ten 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 day, or sick leave balances. This paragraph C shall sunset on July 31, 2022.~~

~~D. If a new parent uses unaccrued sick time, float time and vacation leave for bonding with a child, the unaccrued time shall be repaid in subsequent years at the rate of fifteen (15) paid leave days per year, to be deducted from the sick time, float time and vacation leave to which the unit member is entitled. The negotiations unit member shall determine how the deductions will be divided among his/her paid leave entitlements. If the 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.~~

~~E. The use of paid leave time for bonding with a child shall run concurrently with a unit member's entitlement to statutory leave under Section II, below.~~

II. Federal Family and Medical Leave, New Jersey Family Leave, New Jersey Safe Act Leave, Other Leave **Statutory Leaves**

A. If a department or unit becomes aware that a negotiations unit member requires a leave of absence for his/her own serious health condition, to care for a family member (**for leave to care for a family member with a serious health condition or to care for and bond with a child after birth, adoption or placement in foster care**), and/or pursuant to the New Jersey SAFE Act, the department or unit shall notify **University Human Resources OneSource** or designee of the negotiations unit member's request for such leave so that the University can make a determination as to whether the leave shall be designated under the Federal Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA), and/or the New Jersey SAFE Act, and/or any other applicable law.

~~B. Notwithstanding any other provisions in this agreement or in University policies, if~~ In the event that a negotiations unit member is eligible for, **and takes**, a leave of absence under the Federal Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA), and/or the New Jersey SAFE Act, and/or any other applicable law, the University shall designate the leave under the applicable law. All paid time off must be used (including, if applicable, sick time, float days, or sick leave and/or vacation) concurrently with any unpaid statutory leave.

C. In the event that a negotiations unit member exhausts applicable paid time off (or, if the negotiations unit member does not have paid time off available to charge concurrently with a leave granted pursuant to the FMLA, NJFLA, and/or New Jersey SAFE Act), the remaining statutory leave time shall be unpaid.

D. If a negotiations unit member seeks leave for a qualifying reason under the FMLA, NJFLA, and/or New Jersey SAFE Act, ~~one or more of these statutes,~~ but the unit member is ineligible for such leave under ~~the those statutes,~~ ~~and the unit member has exhausted all paid time off as set forth above,~~ the unit member may request leave as a reasonable accommodation under the Americans with Disabilities Act (ADA) and/or the New Jersey Law Against Discrimination (NJLAD). ~~If a unit member seeks leave as a reasonable accommodation under the ADA or the NJLAD,~~ ~~To seek additional leave as an accommodation,~~ the negotiations unit member must submit such a request to the Rutgers Office of ~~Academic Labor Relations~~ ~~Employment Equity (OEE)~~ and comply with the reasonable accommodation process.

III. Tenure Track Probationary Period

1. In the event that a unit member takes a leave of absence for a serious health condition or due to parental or familial circumstances, or an unpaid leave, for at least four (4) months, the unit member may, at his/her option, request to have the entire year excluded from the probationary period. A faculty member may submit a request in writing to the department chair or the head of the unit for an exclusion of time from the probationary period. Such a request requires approval from the department chair, the dean, and the Provost. This provision is not applicable to unit members in their terminal year.

2. A second year's leave of absence without pay 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 University grants the leave, it shall at the same time respond to the faculty member's request for an exclusion of the year from the probationary period.

3. 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 applicable to the final year of the faculty member's probationary period may be requested or granted. No faculty member may have more than two years excluded from his/her probationary period.

4. A unit member who continues to fulfill the duties and responsibilities of his/her 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.

IV. Additional Modifications to Workload Assignments

Individual members of the negotiations unit 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 program involved.

V. Lactation Spaces

September 13, 2023 University Proposal Article XIV NJEA

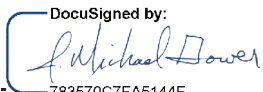
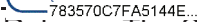
The University shall continue to provide lactation spaces in accordance with law. Upon the request of a negotiations unit member, units/departments shall provide information on how lactation spaces can be accessed.

VI. During the term of the Agreement, the University will maintain the Care.com pilot program at the benefit levels set during Fiscal Year 2023.

VII. Alleged violations of Article XIV may be filed as Article V, Category One grievances.

By: 

For the School of Health Professions
Academic Supervisors Association/NJEA

DocuSigned by:

By: 

Rutgers, The State University of New
Jersey

Dated: 3/22/24

Dated: 04/11/2024

Key: Text in green highlight is new language proposed by the University.
Text in yellow highlight and strike is language deleted by the University.

ARTICLE XVI – PARKING

A. The annual motor vehicle registration fee for employees wishing to register their vehicles for the use of campus parking facilities shall be based on the employee's annual salary in the last pay period of the previous fiscal year. For employees commencing employment after the start of the fiscal year, the annual motor vehicle registration fee shall be determined by the actual salary at the time of sale. For Fiscal Year 2024, all negotiations unit employees hired on or after January 1 during any fiscal year shall pay fifty percent (50%) of the annual motor vehicle registration fee for the remainder of the fiscal year based on their salary at time of hire.

B. The parking fee for all negotiations unit members will be equal to .5% of the payroll salary as of the last pay period of the previous fiscal year, subject to a maximum of \$600. All bargaining negotiations unit members hired during any fiscal year shall pay a prorated fee for the remainder of the fiscal year based on their salaries at time of hire. The University and the Union shall be entitled to reopen the issue of parking fees during the term of this agreement.

C. 1. To the extent permitted by law, effective January 1, 2000, and through June 30, 2023, employees who pay the motor vehicle registration fee for the use of campus parking facilities by way of payroll deduction shall be given the option of paying said fee by way of a pretax payroll deduction.

2. Collection of the motor vehicle registration fee will commence in July of each year.

3. The annual parking permit is valid from July 1 to June 30.


4. Commencing July 1, 2023, to the extent permitted by law, employees who pay the motor vehicle registration fee for the use of campus parking facilities by way of payroll deduction shall be given the option of paying said fee by way of a pretax payroll deduction from their bi-weekly pay in 26 annual payments. Employees hired during the Fiscal Year shall pay a motor vehicle registration fee (as determined above pursuant to Paragraph A), for the bi-weekly pay periods remaining in the Fiscal Year in which the employment commenced. Registration of vehicles shall automatically renew.

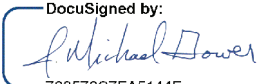
a. Employees may cancel registration for parking by notifying the Rutgers Department of Transportation Services. Said notification will become effective as soon as operationally feasible after the request has been made. Employees will not be permitted to restore parking privileges until the start of the next registration period.

b. Separation from Rutgers will automatically terminate parking fee deductions after the point the notification of termination becomes effective.

D. Car-pooling: Employees may share the cost of an annual motor vehicle registration, among two or more vehicles, provided employees park only one vehicle on campus per day.

E. Daily parking passes: Employees may purchase up to 10 daily parking passes per year at the rates established by the Rutgers Department of Transportation for visitors.

By: 
For the School of Health Professions
Academic Supervisors Association/NJEA

By: 
783570C7FA5144E...
Rutgers, The State University of New
Jersey

Dated: 3/22/24

Dated: 04/11/2024

Key: Text in blue font denotes new language proposed by the University
Text in bold, underline and strike denotes deleted contract language proposed by the University
All other text is agreed to by the parties

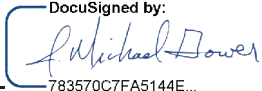
ARTICLE XIX

DURATION OF THE AGREEMENT

A. This Agreement shall remain in full force and effect from the effective date through ~~July 31, 2022~~ June 30, 2026. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by registered mail no later than October 31, 20215, or October 31 of any subsequent twelve (12) month period to which this Agreement was automatically renewed.

~~B.~~ Official notice to the University will be made by addressing the President of the University or his/her designated representative, with a copy to the Office of University Academic Labor Relations. Official notice to the Association will be made by addressing the President of the Association.

By: 
For the School of Health Professions
Academic Supervisors Association/NJEA

By: 
783570C7FA5144E...
Rutgers, The State University of New
Jersey

Dated: 3/22/24

Dated: 04/11/2024

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ARTICLE XIX

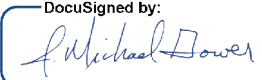

DURATION OF THE AGREEMENT

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~~B.~~ Official notice to the University will be made by addressing the President of the University or his/her designated representative, with a copy to the Office of **University Academic** Labor Relations. Official notice to the Association will be made by addressing the President of the Association.

By: 

For the School of Health Professions
Academic Supervisors Association/NJEA

DocuSigned by:

By: 

Rutgers, The State University of New
Jersey

Dated: 3/22/24

Dated: 04/11/2024

Key: The below text is current contract language (language from the Extramural Support Incentive Award Section of Article XII of the NJEA CNA).
Text in yellow highlight is new language proposed by the University.
Text in strike and yellow highlight is contract language deleted by the University.
All other text is current contract language.

ARTICLE

EXTRAMURAL SUPPORT INCENTIVE AWARDS

The following shall apply through June 30, 2021:

~~Awards in this category are in recognition of external research grants or other extramural research support acquired by Program Directors. The revised extramural support incentive award will be applied as follows:~~

Percentage Salary Support on Award(s)⁽¹⁾	Percent Returned to Program Director⁽²⁾
Up to 10%	1%
11% to 19%	12%
20% to 29%	13%
30% to 39%	14%
40% to 49%	15%
50% to 59%	16%
60% to 69%	17%
70% to 79%	18%
80% to 89%	19%
90% and above	20%

~~Where applicable, the extramural support incentive award will be adjusted for the NIH cap at the time of the award. For example, if a Program Director is paid in excess of the NIH cap and has 60% effort and salary support of the NIH cap on an extramural award, 17% of 60% of the NIH cap will be returned to the Program Director in the form of an extramural support incentive award. Extramural support incentive awards shall not increase the academic base salaries of Program Directors, 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 Program Director 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.~~

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

1 The percent salary support on award(s) is calculated by taking salary support on award(s) as a percentage of Program Director's total salary (not just the academic base).

2 The amount returned to the Program Director is a percent of the salary that is covered on awards calculated in item (2) above. It is not a percent of the total salary.

The following shall be the Extramural Support Incentive Award language effective July 1, 2021.

- A. The Extramural Support Incentive Awards set forth below will apply to all negotiations unit members (except as noted below) and will be calculated based on ~~to~~ new or existing research and institutional training proposals for projects whose funding continues beyond Fiscal Year 2023 ~~2019~~.
- B. Awards in this category are in recognition of external research and institutional training grants or other extramural research support acquired by negotiations unit members. The revised extramural support incentive award will be applied as follows:
- C. Negotiations unit members 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, and no-cost-extensions (NCE) for the fraction the Multiple Principal Investigator (“MPI”) has a percent effort covered by the NCE funds.
- E. Negotiations unit members 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) but not any FVRS and RETEFI (if applicable) the employee may also receive in that same Fiscal Year) by the rFTE. Other incentives, if any, are not included in this calculation.
- G. Negotiations unit members will receive an Research and Training ~~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 9.99 10%	0%
10 11% to 19.99 20%	3% 4%
20% to 29.99% 21% to 30%	6% 2%
30% to 39.99% 31% to 40%	10% 5%
40% to 49.99% 41% to 50%	15% 6%
50% to 59.99% 51% to 60%	19% 15%
60% to 69.99% 61% to 70%	21% 19%
70% to 79.99% 71% to 80%	24% 22%
80% to 89.99% 81% to 90%	25%
90% 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 **applicable fiscal year used for calculation award**. For example, if a negotiations unit member is paid in excess of the NIH cap, **spends 100% of their effort on research (rFTE)** and has 60% of research effort and salary support of the NIH cap on an extramural award, ~~21%~~ **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 negotiations unit member in the form of an extramural support incentive award. **Salary support from institutional training grants (as defined in the RETEFI section) is considered part of the rFTE.** Extramural support incentive awards shall not increase the academic base salaries of negotiations unit members, nor shall they be used in calculating fringe benefits. This incentive is intended for research **and institutional training** grants and contracts. Funding related to clinical and service contracts, unrelated to research, are excluded from this incentive. The negotiations 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.
- K. Support for NIH (e.g., T32, K12) and other federal and foundation externally funded institutional training grants qualify for this incentive. In cases when such grants do not provide salary support but instead expect the institution to cost share such support, up to 20% effort of externally expected but unfunded effort to oversee such grants as a PI will also qualify for the incentive. The percentage that will be counted towards the incentive is based on what is listed in the institutional letter as the cost share and is included in the grant application that is provided by the RBHS unit submitting the proposal. If the training grant is an MPI grant, the overall unfunded efforts will be split equally among the MPI(s). For example, if the unfunded cost-share submitted to the funding agency is 10% FTE, then the PI qualifies for a 10% funded effort towards her/his incentive. If it's an RBHS MPI grant, then the 10% credit is divided by the number of MPIs. Only RBHS (M)PIs qualify for this incentive, so if the grant PI is outside RBHS then the RBHS MPI(s) qualify for the fraction of the incentive based on their fraction of unfunded effort if RBHS trainees are funded by the training grant.
- L. Negotiations unit members will be able to discretionarily choose to: (1) receive the entirety of the Extramural Support Incentive Award in the form of compensation; or (2) apply the entirety of their Extramural Support Incentive Award toward support of programmatic activity; or (3) divide their Extramural Support Incentive Award between compensation and programmatic activity, at their option.
- M. Research Incentive Program for Large Programs, Training and Specialized External Grants:
1. Effective July 1, 2021, 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 incentives grants (the incentive program hereinafter shall be referred to as "RETEFI") for the University. This program is meant to encourage negotiations unit members to develop externally funded programs that support establishing large research and institutional training teams that benefit many negotiations unit members 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 RETEFI³

- Multi-project research grants such as NIH U and P mechanisms (NIH RO1 grants do not qualify), 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

\$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

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

\$5,000 one-time lump sum payment upon funding of NIH R25 grant

\$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 revenue

\$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 revenue

³ 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 RETEF Incentive.

- 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 \$250,000 to less than \$600,000 ~~\$500,000 or more~~ in direct revenue

\$15,000 lump sum payment if the funded grant is \$600,000 to less than \$1 million in direct revenue

\$20,000 lump sum payment if the funded grant is \$1 million or more in direct revenue

- 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 direct revenue


\$25,000 lump sum payment if the funded grant is more than \$2 million in direct revenue

- RETEFI payments will not be counted as earnings for the purposes of calculating retirement plan benefit contributions.

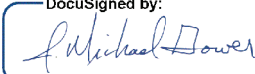
N. Fully Variable Research Payment (“FVRS”) – ~~Beginning in Fiscal Year 2022,~~ immediately following the calculation of the Extramural Support Incentive Award for the prior Fiscal Year, a PI or MPI (“PI”) on a RO1 or equivalent grant may be eligible for a lump sum FVRS.

- a. If the PI’s ABS plus Supplement (if any) falls below the corresponding ~~40th percentile median~~ ~~and rank and specialty,~~ of compensation, adjusted for rFTE (see subsections b., c., and d. below) ~~and rank and specialty,~~ as measured by the AAMC 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 median~~ 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), also adjusted for rFTE (and FTE if necessary).~~ The determination of the appropriate benchmark shall be consistent with the process set forth in Article XII, Section ~~__ 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 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 re-calculation 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, and eligibility disappears once the RO1 goes into a No Cost Extension.
- f. The FVRS will not be counted as earnings for the purposes of calculating of retirement plan benefit contributions.

By: 

 For the School of Health Professions
 Academic Supervisors Association/NJEA

DocuSigned by:

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 By: _____
 Rutgers, The State University of New
 Jersey

Dated: 3/22/24

Dated: 04/11/2024