

Article 8- SALARY PROVISIONS, FACULTY COMPENSATION PROGRAM (herein "FCP") AND HEALTH INSURANCE BENEFITS

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:

PART ONE: FACULTY SALARY PROVISIONS

I. Fiscal Year 2018-2019

All persons who are members of the faculty on June 30, 2018 and who continue to be employed as faculty members through the date of payment, shall receive an across the board salary increase retroactive to July 1, 2018 in the amount of \$3,642.

II. Fiscal Year 2019-2020

All persons who are members of the faculty on June 30, 2019 and who continue to be employed as faculty members on July 1, 2019, shall receive an across the board salary increase effective July 1, 2019 in the amount of 3.0% Such increase shall be based on the unit member's salary as of June 30, 2019.

III. Fiscal Year 2020-2021

All persons who are members of the faculty on June 30, 2020 and whose employment as faculty members continues beyond that date and who meet the eligibility criteria set forth in the Faculty Compensation Program ("FCP") in PART TWO below shall, effective July 1, 2020, be eligible to participate in the FCP, which program shall provide for merit salary increases to base salary from a pool of funds ("salary pool"), which salary pool shall be in the amount of 3.0% of the total unrestricted faculty salary base as of the second payroll in October 2019. These increases to base salary shall be awarded pursuant to the terms of the FCP as provided for in PART TWO below.

IV. Fiscal Year 2021-2022

All persons who are members of the faculty on June 30, 2021 and who continue to be employed as faculty members on July 1, 2021, shall receive an across the board salary increase effective July 1, 2021 in the amount of 2.5%. Such increase shall be based on the unit member's salary as of June 30, 2021.

V. Faculty Reappointment and Promotional Salary Adjustments

A. For promotions effective July 1, 2018 - June 30, 2019

The faculty member will receive a promotional increase equal to 10% of his/her base salary on the effective date of the promotion. If the across-the-board increase, as provided for in I above, and the promotion increase are effective on the same date, the promotional increase will be calculated on the base salary, inclusive of the across-the-board increase.

B. For promotions effective July 1, 2019 - June 30, 2020

The faculty member will receive a promotional increase equal to 10% of his/her base salary on the effective date of the promotion. If the across-the-board increase, as provided for in II above, and the promotion increase are effective on the same date, the promotional increase will be calculated on the base salary, inclusive of the across-the-board increase.

C. For promotions effective July 1, 2020 - June 30, 2021

The faculty member will receive a promotional increase equal to 10% of his/her base salary on the effective date of the promotion. If the merit increase, as provided for in III above, and the promotion increase are effective on the same date, the promotional increase will be calculated on the base salary, inclusive of any merit increase awarded.

D. For promotions effective July 1, 2021 – June 30, 2022

The faculty member will receive a promotional increase equal to 10% of his/her base salary on the effective date of the promotion. If the across-the-board increase, as provided for in IV above, and the promotion increase are effective on the same date, the promotional increase will be calculated on the base salary, inclusive of any across-the-board increase.

E. All tenure-track assistant professors shall be entitled to a 3% increase to base salary on the effective date of reappointment.

VI. Minimum Salaries

A. The minimum salaries shall be as follows for the following ranks (and their equivalent ranks):

Rank		7/1/18	7/1/19	7/1/20	7/1/21
Instructor	AY	57,854	59,590	61,377	62,912
Instructor	CY	66,532	68,528	70,584	72,348
Assistant Professor	AY	63,640	65,549	67,515	69,203
Assistant Professor	CY	73,183	75,378	77,639	79,580
Associate Professor	AY	66,000	67,980	70,019	71,770
Associate Professor	CY	75,900	78,177	80,522	82,535
Professor	AY	74,993	77,243	79,560	81,549

Professor	CY	86,242	88,829	91,494	93,781
Distinguished Professor	AY	103,122	106,215	109,402	112,137
Distinguished Professor	CY	118,590	122,148	125,812	128,958
Special Professorial Titles		138,230	142,377	146,648	150,315
Assistant Professor Law		78,508	80,863	83,289	85,371
Associate Professor Law		90,638	93,357	96,158	98,562
Professor I Law		105,106	108,260	111,507	114,295
Distinguished Professor Law		126,513	130,308	134,217	137,573

- B. Pursuant to PART ONE, Sections I through V, any member of the faculty whose salaries after adjustment of any applicable increases set forth in Sections I through V above are below the minimum salaries set forth in Section VI, shall receive a further increase to bring their salaries to the appropriate minimum.

PART TWO: FACULTY COMPENSATION PROGRAM (herein "FCP")

I. Criteria

To the extent of funds available as set forth in PART ONE, Section III of this Article 8 for the fiscal year identified therein, merit salary increases will be awarded to faculty members who have demonstrated recent and continuing excellence based on one or more of the criteria of teaching, scholarship, and service. In addition, merit salary increases may be awarded to faculty members whose current compensation warrants special consideration on the basis of academic or professional contributions in comparison with compensation of colleagues of similar achievement in the department or discipline at large.

II. Eligibility

1. The full-time faculty member must be in a negotiations unit position as of the second payroll in October and continue to serve in such position through the date of payment.
2. The part-time faculty member must have served three consecutive years in a negotiations unit position as of July 1, and continue to serve in a negotiations unit position through the date of payment.
3. An individual faculty member is not eligible for a merit increase in his or her terminal year at Rutgers.

4. An individual faculty member may opt not to be considered for a merit increase.
5. An individual faculty member who does not submit materials in a year in which there is a merit salary program, in accordance with PART ONE, Section III of this Article, shall not be eligible to be considered for a merit salary increase.

### III. Allocation of Funds

Funds available for merit salary increases pursuant to the FCP will be allocated to the three geographic areas of the University (Camden, Newark and New Brunswick) and to RBHS, based on the proportion of the total unrestricted faculty salary pool in each of the four areas, except that 5% of the total funds available for merit salary increases in 2020-2021 shall be allocated to the President's reserve for distribution as specified in VI. 9. below. Pool funds allocated to each of the four areas will be divided into a tenure and tenure-track (TT) pool and a non-tenure track (NTT) pool based on the proportion of TT and NTT faculty salaries to the total unrestricted faculty salary base for each of the four areas as of October 15. Eighty percent of the tenure-track pool must be used for awards to tenured and tenure-track faculty; eighty percent of the non-tenure track pool must be used for awards to non-tenure track faculty. Up to twenty percent of the dollars in either pool may be used for faculty in the other pool.

### IV. Size of Salary Increase

A salary increase pursuant to the FCP will be awarded as follows:

2020-2021: The pool of funds as set forth in PART ONE Section III shall be available for merit salary increases. The amount of a merit salary increase, if any, that may be awarded shall be at least 1% of the faculty member's salary as of June 30, 2020 or \$500, whichever is less. A faculty member may receive a merit salary increase of up to 10% of the faculty member's salary as of June 30, 2020.

### V. Announcement of Application of the Criteria

To ensure equitable treatment for their members, departments must formulate a statement for each pool (TT and NTT) of their own specific criteria for a merit salary increase and the application of them within the framework of the general criteria set forth in Section I. above. The faculty of the department shall formulate and promulgate to the department such a statement for each pool prior to the commencement of the process for consideration for award of salary increases specified below.

### VI. Consideration for Award of a merit salary increase:

1. Consideration for awards of merit salary increases will begin during the fall 2019 semester for a merit increase effective July 1, 2020.

2. The departmental chairperson shall announce twenty (20) days in advance that the Peer Evaluation Committee will be considering eligible faculty members for merit salary increases from each pool and that eligible faculty members are invited to submit relevant materials for consideration.
3. Departments with four or more tenured members shall elect a Peer Evaluation Committee of at least three full-time members composed of tenured members and at least one (1) NTT member of the department. In departments with fewer than four tenured members, all the tenured members shall constitute the Peer Evaluation Committee. In departments without tenured members, there shall be no Peer Evaluation Committee.

Nominations for the committee may be made by any faculty member of the department. Elections to the committee shall be by secret ballot of all full-time members of the department holding the rank of Assistant Professor or equivalent, and above who are not in their terminal year. The department chairperson shall convene, be a non-voting member of, and participate in the deliberations of the Committee.

4. Deans shall provide guidance to the department chairpersons or to the Peer Evaluation Committees in units with no department chairpersons concerning the funds available (stated in dollars or a meaningful range of dollars) from which the department or the Peer Evaluation Committee may make recommendations for merit salary increases pursuant to the FCP.

The Peer Evaluation Committee shall meet to evaluate all members of the department who are not members of the Committee, who are eligible for consideration for a merit salary increase pursuant to the FCP. The Committee shall determine, from among those faculty members considered, those who it will recommend for a merit salary increase, in accordance with the criteria set forth in PART TWO Section I. above. The Committee shall prepare a summary statement of its evaluation for each member of the department it recommends and shall indicate which one or more of those criteria is the basis for its recommendation.

5. Subsequent to completing the evaluation process set forth in 4. above, the Peer Evaluation Committee, at its option, may make recommendations to the department chairperson, within the guidelines set forth in Section IV. above, concerning the size of the merit salary increase for those individuals whom the Committee has recommended for receipt of such an increase. If the committee chooses to make such recommendations, the chairperson shall provide to the Committee, in confidence, the salary for each individual recommended by the Committee for a merit salary increase. In addition, the Committee may make recommendations to the department chairperson that up to 20% of the dollars in either pool (TT or NTT) be used for merit awards to faculty in the other pool.

6. After the deliberations of the Peer Evaluation Committee are complete, the chairperson may either (a) endorse the Committee's recommendations, incorporating the names of the members of the Committee whom the chairperson judges meet the criteria for a merit salary increase, or (b) prepare an independent list of all of those faculty members in the department who, in the judgment of the chairperson, should receive a merit salary increase. In addition, the chairperson shall review the salaries of members of the department and shall make recommendations, within the guidelines set forth in Section IV. above, as to the size of the merit salary increase for individuals on his/her list. For each faculty member the chairperson recommends, he/she shall indicate which one or more of the criteria set forth in PART TWO Section I above is the basis for his/her recommendation. The chairperson will then forward his/her recommendations and those of the Peer Evaluation Committee to the dean with justification and appropriate documentation. The chairperson will also forward with these recommendations the statement of the department for each pool, as specified in PART TWO Section V. above, although the statements shall not be binding on the dean in his/her deliberations.
  
7. Upon receipt of the nominees from each of the department chairpersons within the unit, the dean shall formulate a list of nominees from among those proposed by the departments and including such department chairpersons and other faculty members not proposed by the departments who, in the judgment of the dean, are qualified, according to the criteria specified in PART TWO Section I above, for a merit salary increase. The dean's list shall include the dean's recommendation as to the size of the merit salary increase for each individual on the list. For each faculty member the dean recommends, he/she shall indicate which one or more of the criteria set forth in PART TWO Section I. above is the basis for his/her recommendation.

Should the dean wish to include on his/her list an individual who the chairperson has not recommended for a merit salary increase or should the dean wish to increase or decrease the size of a merit salary increase recommended by the chairperson (or if there is no chairperson, by the Peer Evaluation Committee or its chairperson) and where such increase or decrease exceeds one percent (1%) of that individual's salary, the dean shall first discuss the matter with the chairperson. The dean will forward his/her recommendations to the appropriate chancellor with justification and appropriate documentation. The dean will, at the same time, forward to the chancellor the recommendations of the Peer Evaluation Committees and department chairs.

8. The chancellor shall review the recommendations from the several deans, directors, chairpersons, and departmental committees and, from among the eligible faculty members and to the extent of funds allocated to his/her campus, shall make a final determination as to which faculty members on the campus shall receive merit salary increases and as to the size of each increase. The chancellor shall indicate which one or more of the criteria is the basis for his/her decision to grant the increase.

9. The President will receive from each of the campus Chancellors the list of the chancellor's actions and a list of remaining faculty members recommended by the dean, the department chair, and/or the departmental Peer Evaluation Committee for a merit salary increase, plus a list of those eligible for a merit salary increase but not recommended at any level. The President may select from these lists a number of additional individuals to receive merit salary increases, who, in the President's judgment, best meet the criteria specified in PART TWO Section I. above. Such additional Presidential increases shall be limited to the President's 5% pool as set forth in PART TWO, Section III. above.
10. In order to assist the deans and chancellors in recommending or awarding, as the case may be, merit salary increases to department chairs, or to faculty members whose assignments or activities occur outside the confines of the standard departmental or decanal unit or who, in the judgment of the dean or chancellors, otherwise warrant merit salary increases, deans and chancellors may set aside a portion of FCP funds available for merit salary increases with which to make recommendations (or, in the case of the chancellors, decisions) to award merit salary increases so long as the percentage of program funds set aside does not exceed the following:
  - a. in the case of deans: 10% of the unit allocation.
  - b. in case of chancellors: 5% of the campus allocation prescribed by Section III.

## VII. Implementation

The University will notify individual faculty members who have been recommended for consideration for a merit salary increase of the action taken in regard to that recommendation.

Subsequent to the conclusion of the award process, the evaluation packets will be returned to the office of the dean. The dean will notify the department chairpersons of the results of the FCP process for their department, that the material is available for review by them, and the dean will indicate his/her availability to discuss the FCP process with the department chairperson. The chairperson shall inform the Peer Evaluation Committee of the substance of such a discussion. Individual members of the faculty may review their own packets in accordance with the usual procedures for review of personnel files and may discuss their packets and review their professional progress with their chairperson and/or dean.

## VIII. 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.

IX. Information

1. The University will inform the AAUP-AFT as to the amount of funds allocated to the four areas of the University pursuant to PART TWO Section III. above.
2. At the conclusion of the process, the University will inform the AAUP-AFT as to each faculty member nominated at any level of the process, the merit salary increase, if any, recommended at each level, and the salary increase, if any, awarded, along with identification of recommended faculty members and awardees, as the case may be, from amounts set aside as described in Section VI. 10. The University will also provide the AAUP-AFT the following information: the faculty member's department, campus, academic rank, and salary before and after the merit salary increase, if any; the level of initial recommendation for a merit salary increase; the reason for the recommendation, specified in PART TWO Section I above; and whether the faculty member was a member of the department Peer Evaluation Committee and/or a department chairperson.

PART THREE: TEACHING ASSISTANTS AND GRADUATE ASSISTANTS – SALARY PROVISIONS

- A. During the term of the Agreement, the minimum base salary for full-time teaching and graduate assistants shall be:
  - a. Academic Year Appointment: \$26,969 for Fiscal Year 2018-19; \$28,569 for Fiscal Year 2019-20; \$29,426 for Fiscal Year 2020-21; and \$30,162 for Fiscal Year 2021-22.
  - b. Calendar Year Appointment: \$30,604 for Fiscal Year 2018-19; \$32,204 for Fiscal Year 2019-20; \$33,170 for Fiscal Year 2020-21; and \$33,999 for Fiscal Year 2021-22.
  - c. Teaching and graduate assistants may be paid above the minimum base salary rate, which shall become the individual base salary for future appointments.
- B. All TAs and GAs, who hold less than a full-time appointment, may enroll at no cost to them in the Rutgers University Graduate Fellows Student Health Insurance Plan or its successor plan pursuant to procedures established by the University for this purpose.

PART FOUR: HEALTH INSURANCE 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 benefits and that health 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 AAUP-AFT 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, c.78 and which percentages were in effect on June 30, 2018. During the term of this Agreement, the University will continue the Rutgers Vision Care Program for employees of the University represented by the AAUP-AFT.

The parties agree that immediately following the ratification of this Agreement by the membership of the AAUP-AFT, the parties will reopen negotiations over health insurance benefits. It is understood by the parties that any modifications, proposed by the parties, to the design of health plans available to AAUP-AFT unit members must be approved and adopted by the State Health Benefits Program Plan Design Committee before they can become effective.

#### PART FIVE : OUT-OF-CYCLE SALARY ADJUSTMENTS

- A. The University may, at its discretion, increase the salary of a member or members of the negotiations unit in the following instances:
1. to provide immediate recognition for an unusual professional achievement or to respond to a bona fide outside offer. The University may also, at its discretion, increase the salary of a member of the negotiations unit when it believes that an outside offer is imminent because of recent distinguished professional achievements and other evidence. When the University considers offering such an increase, notice shall be given to the available tenured members of the individual's department. They shall be afforded an opportunity to provide advice on the matter and this advice shall be included in the department's written recommendation on the matter.
  2. in response to market conditions in a particular discipline or subdiscipline at peer institutions.
- 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.
1. A faculty member requesting an equity adjustment shall submit a written request with supporting documentation to the Dean and to Compensation Services.
  2. The Dean shall submit to Compensation Services and to the faculty member written comments in response to the request of an equity adjustment.

3. Compensation Services shall review the faculty member's request for an equity adjustment and supporting documentation, the Dean's written comments, and shall collect and review any other information it deems relevant to its inquiry.
4. Within ninety (90) working days from the submission of a request for an equity adjustment by a faculty member, Compensation Services shall communicate the results of its review and the basis for the results in writing to the faculty member and the respective Chancellor. If for any reason the review cannot be completed within this timeframe, Compensation Services shall notify the faculty member. If Compensation Services recommends an equity adjustment, it shall recommend the amount of the compensation increase.
5. The faculty member may submit a written response regarding the results provided by Compensation Services to the Chancellor.
6. In all instances, the amount of an increase, if any, will be determined by the respective 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 faculty member may appeal a decision of the Chancellor to the Senior Vice President for Academic Affairs. The decision of the Senior Vice President for Academic Affairs shall be provided to the faculty member and the AAUP-AFT. The decision of the Senior Vice President for Academic Affairs shall not be grievable; however, this shall not preclude a faculty member from filing an Article 9 grievance based on an alleged violation of Article 4 of this Agreement following the final decision of the SVPAA. The time for filing such a grievance under Article 4 shall begin to run upon receipt of the decision of the Senior Vice President for Academic Affairs.
8. The faculty member may be accompanied by an AAUP-AFT representative for purposes of any meetings with Compensation Services for purposes of this Part Five, section B. equity review process.
9. The University commits to funding equity increases approved by the Chancellor, or, if applicable, the Senior Vice President for Academic Affairs.

C. When the University has determined to make an out-of-cycle salary increase, it shall inform the AAUP-AFT in writing of the name, rank, and current and adjusted salaries of each individual for whom an increase is to be made.

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

PART SIX: APPLICATION OF THE SUBJECT TO LANGUAGE IN THE PREFACE TO THIS ARTICLE

In the event the University intends to withhold any of the economic provisions of this Article by invoking the “subject to” language in the prefatory paragraph of this Article, it is agreed that the invocation of the “subject to” language will be based on a determination by the University that there exists a fiscal emergency.<sup>2</sup> 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 AAUP-AFT with written notice of at least twenty-one (21) calendar days. The Notice shall contain a detailed explanation for the determination by the University that a fiscal emergency exists and shall specify the action the University intends to take to address the fiscal emergency at the conclusion of the twenty-one (21) calendar day notice period.

If due to a reduction in State funding/appropriations to the University for the next fiscal year, the University determines that a fiscal emergency exists and if based on the date the University learns of the reduction it is not possible to provide the full twenty-one (21) calendar days notice, the University shall provide the maximum notice possible. If the University provides fewer than twenty-one days notice, upon request of the AAUP-AFT negotiations pursuant to paragraph 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 AAUP-AFT pursuant to paragraph 1 above, the University shall provide the latest available statements/financial documents, as follows,
  - The financial information upon which the University relies as the basis for its claim that a fiscal emergency exists;
  - The audited financial statements for the prior fiscal year;
  - Quarterly Statement of Net Position (Balance Sheet) for the current fiscal year;
  - Current projection of the Income Statement for the Unrestricted Educational and

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<sup>2</sup>The determination of whether a fiscal emergency exists shall not be limited to whether there is a reduction in State appropriations/funding.

- General Operating Funds (Operating Budget) for the current fiscal year;
- Quarterly Statement of Cash Flows (Statement of Cash Flows);
- Unaudited End of Year financial statements for the statements listed above;
- University budget request submitted to the Department of Treasury for past, current and upcoming fiscal years; and
- The University's Unrestricted Operating Budget for the current fiscal year and budget for the upcoming fiscal year.

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

- C. During the notice period, upon written request by the AAUP-AFT, the University shall commence negotiations over measures to address the fiscal emergency. The University is not obligated to negotiate to impasse in order to withhold any of the economic provisions of this Article. At any point during the notice period the AAUP-AFT may file a category one grievance pursuant to paragraph E below.
- D. The AAUP-AFT agrees that during the notice and negotiation period it will not initiate any legal action, in any forum, to challenge the University's intended action other than as specified in paragraph C above.
- E. If the parties have not agreed upon measures to address the fiscal emergency, the AAUP- AFT may file a Category One grievance under Article 9 of the Agreement. The grievance shall proceed directly to arbitration under Article 9.E. 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 Bonnie Weinstock to hear disputes that arise under Part Six of Article 8. 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 Part Six of this Article, the parties shall mutually agree upon another arbitrator