

Per Side Letter of Agreement, the process to determine merit based increases for Fiscal Year 2017-2018 will be as follows:

I. Criteria:

To the extent of funds available as set forth in the AAUP-BHSNJ Collective Negotiations Agreement (July 1, 2013 – June 30, 2018) Article VIII, B (5) merit salary increases for Fiscal Year 2017-2018 will be awarded to eligible faculty/librarians who have demonstrated during the fiscal year preceding the merit increase, recent and continuing achievement based on one or more of the criteria of education/teaching, research/scholarship, clinical/patient care, professionalism, and/or service. 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 for Consideration for a Merit Salary Increase:

The faculty member/librarian must be in a bargaining unit position as of the first full payroll in December 2016 and continue to serve in such position through the date of payment.

All unit members hired on or before December 1, 2016 and who received an overall performance evaluation of needs improvement or better for the preceding fiscal year shall receive a merit increase. Unit members who receive an overall performance evaluation of unsatisfactory for the fiscal year preceding the effective date of each merit adjustment shall not be eligible to receive a merit increase.

III. Salary Pool:

The salary increases will be applied to academic base salary from a pool of funds ("salary pool"). The salary pool shall be in the amount of 2.125% of the total academic base salary for all negotiations-unit members eligible for merit increases as of the first full payroll period in December 2016.

The salary pool available for merit salary increases within each School/Library will be based on the proportion of the total faculty academic base salary 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.

IV. Merit Increase Calculation:

The amount of a merit salary increase, if any, that may be awarded shall be at least 1% of the faculty member's/librarian's academic base salary. A faculty member/librarian may receive a merit salary increase of up to 7.5% of the faculty member's/librarian's academic base salary. If eligible, all salary increases shall be calculated based upon the unit member's academic base salary as of the date prior to the effective date of the merit increase (June 30, 2017).

Merit increases, if any, shall be given before a determination is made as to whether the resulting new academic base salary is at or higher than the new minimum of the applicable salary range, or if an additional salary increase is required to bring the academic base salary to the minimum of the range.

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

Performance Evaluation Process:

Consistent with the parties' April 2017 Side Letter of Agreement related to the 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. The evaluation will include a written summary statement of the faculty member. The merit salary increase, if any, is informed by the performance evaluation rating.

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.

No later than the first working day in June of each year, the faculty member shall submit evaluation materials to the Chair. Completed performance evaluations shall be provided to unit members by the first working day in July of each year. The chair/supervisor and unit member shall meet to discuss the evaluation by July 15 of each year.¹

There shall be an appeal procedure for unsatisfactory performance evaluations of negotiations unit members (same as procedure in current Agreement).

V. 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 set forth in this program shall be brought under the Grievance Procedure, Category 2 of the Agreement between the AAUP-BHSNJ and the University.

VI. Information

1. The University will inform the AAUP-BHSNJ as to the amount of funds allocated to the merit increases.
2. The University will notify individual faculty members who have been evaluated for a merit salary increase of the action taken in regard to that evaluation.
3. At the conclusion of the process, the University will inform the AAUP-BHSNJ of the faculty member's school, department, academic rank, overall performance rating and merit salary increase, if any. In those instances where an eligible faculty 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%, the University shall provide the Union with a document identifying those faculty members with a general statement by the appropriate Dean and Chancellor that the merit increases for those faculty members "have been reviewed


¹ Deadline is August 15, 2017 for FY 2017-2018

and are approved.”

4. 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.



AAUP-BHSNJ
Executive Director



Rutgers University
Director, Academic Labor Relations