

Definitions

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

1. “Faculty requestor” or “faculty member” is a member of the AAUP-AFT negotiations unit who files a request for a pay equity adjustment pursuant to Article 8, Part 5, Section B of the CNA.
2. “Day” or “Days” as used in this MOA means working days. For purposes of this Agreement, working days shall not include Saturdays, Sundays, 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.¹
2. Within thirty (30) days of February 28, in the given academic year, the Dean shall submit to CS and to the faculty requestor written comments in response to the faculty member’s request. The Dean’s written comments shall explain the basis upon which the Dean either accepted or rejected the comparators identified by the faculty member, as well as the basis for the Dean’s selection of comparators not identified by the faculty member. CS and/or the Dean may consult with the chancellors with regard to the pay equity process. The Dean and the Chancellor shall assess the appropriateness of comparators on the basis of whether faculty members are performing work that is comparable, taking into consideration the respective teaching, service, research achievements, and, as applicable, clinical effort or, other criteria applicable to extension, library, or clinical faculty.²
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

¹ 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.

² 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.

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 a salary adjustment is recommended, the amount of any recommended salary increase.
7. Faculty requestors shall have thirty (30) days from receipt of the salary recommendation from CS and the Dean or confirmation of the Dean's non-support from CS to forward comments to the Chancellor. Faculty members' comments to the Chancellor may challenge the application of the regression equation to the particular requestor but not the use of regression analysis; faculty members also may challenge other methodologies used by CS or Deans to calculate the requestor's pay equity adjustment. No faculty requestor shall contact CS or the Dean with respect to the salary recommendation of CS and the Dean. All comments by

faculty requestors must follow the exclusive process provided for in this Settlement Agreement. Salary recommendations or confirmations of non-support shall be provided to the AAUP-AFT.

8. 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 AAUP-AFT in the manner³ prescribed by UHR, that the salary recommendation is accepted.
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 AAUP-AFT list and two members selected from the University list shall be appointed for four (4) year terms and one member selected from the AAUP-AFT list and one member selected from the University list shall be appointed to two (2) year terms. Thereafter, all members selected by the AAUP-AFT and by the University shall be appointed for four (4) year terms.
 - c. All members of the SERC shall be full-time faculty or faculty administrator employees of the University.
 - d. Any member of the SERC who was directly involved in preparing a faculty requestor's pay equity application or appeal or who participated in the review of the faculty requestor's request conducted by the Dean, CS, or the Chancellor shall recuse themselves from any review by the 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

³ Currently available at <https://rutgers.service-now.com/hrportal>.

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.
10. 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)(14) below.
 11. The SERC shall meet to review the file within thirty (30) days from receipt of the file from the Chancellor.
 12. The SERC shall only review the faculty requestor's pay equity application and supporting documentation, the Dean's written comments in response to the application, the salary recommendation, the faculty requestor's comments, and the Dean's comments in response to the faculty requestor's comments. The SERC (but not individual members of the SERC) may request, through the Chancellor, clarification of the information provided to the SERC from the faculty member, Dean, or CS. The SERC will provide a written summary of its deliberations to the Chancellor reflecting the SERC's views. The written summary of deliberations from the SERC shall address all issues raised in the faculty member's comments, including, but not limited to, CS's reliance on comparators changed/selected by the Dean. The SERC does not have jurisdiction to decide alleged violations of the CNA that do not arise under this Settlement Agreement or Part Five of Article 8.

13. Within ten (10) days of the expiration of the thirty (30) day period set forth above in (B)(11) for its meeting to take place, the SERC shall forward a summary of its deliberations to the Chancellor.
14. The Chancellor shall have forty (40) days, from the expiration of the thirty (30) day period set forth above in (B)(11) 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 shall forward their decision to the faculty requestor, the AAUP-AFT, 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 challenge 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.
15. 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.
16. 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)(14) 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 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)(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 AAUP-AFT. The EVPAA's decision shall set forth the reasons for the decision.
 - d. If the EVPAA remands the appeal to the Chancellor, the Chancellor shall follow the EVPAA's instructions and issue and deliver a new decision within forty (40) days of the expiration of the twenty (20) day period set forth above in (B)(16)(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.
17. The faculty requestor may notify UHR, in the manner prescribed by UHR,⁴ 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.
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.


⁴ Currently available at <https://rutgers.service-now.com/hrportal>.

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 4 or alleging other violations of Article 8, Part Five 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 9 grievance alleging a violation of Article 4 or alleging other violations of Article 8, Part Five of this Agreement.

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 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 decision.

On behalf of the University

On behalf of the AAUP-AFT

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J. Michael Gower


Rebecca Kolins Givan

Dated: 3/1/2024

Dated: 29 February 2024