

***Section I of Agreement between Rutgers University and the AAUP-AFT, dated January 14, 2025, modifying Article 8, Part Five, Section B of the Collective Negotiations Agreement between the University and AAUP-AFT (the “CNA”)***

**I. AMENDMENT OF THE CNA (Articles 8A and 8B)**

The University and AAUP-AFT agree to modify Article 8, Part Five, Section B of the CNA as follows:

**A. 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. Deadlines specified in this Agreement shall be extended by one day for each day of an unscheduled University closure. Where a deadline falls on a day that is not a working day, the deadline shall be extended to the next working day.

**B. 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 2 and March 1 of each calendar year ending in an even number. Faculty requestors shall opt at the time of application whether their application shall consider the equity of compensation on: (1) the date of application to CS; or (2) January 2 of the preceding calendar year (such selected date shall be known as the “Consideration Date”).

2. No later than June 1 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. If the faculty requestor identifies a comparator in a school different from that of the faculty requestor, the Dean of the faculty requestor's school shall consult with the Dean from the school for each such comparator to assist with determining the appropriateness of such proposed comparator prior to the Dean of the faculty requestor's school providing their written comments. 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.
3. 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. The Dean and Chancellor shall take into consideration the respective teaching, service, research/scholarship, career achievements and experience, quality and impact of scholarly activity, academic standing, prominence in field, awarded grants, prizes, and honors, and, as applicable, clinical effort or, other criteria applicable to extension, library, or clinical faculty shall also be considered.<sup>1</sup> The assessment of comparators may also take into account the required job responsibilities and other work-related duties and contributions of the faculty requestor and of the proposed comparators.
4. Throughout this process, the Dean, Chancellor, and EVPAA shall explain their decisions, including, but not limited to, the decision by the Chancellor and/or EVPAA to change comparators previously selected by the Dean.
5. No later than June 15, the faculty requestor may submit a response to the Dean's comments to CS and to the Dean. No later than July 15, the Dean shall submit to CS and the faculty member a reply to the issues raised by the faculty member.
6. 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 subject to the limitations set forth in paragraph 8 below. If the regression is not utilized, but the Dean supports the application, CS shall calculate the "initial pay gap" which shall be the difference between the average salary of the comparators selected by the Dean and the requestor's salary. The

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<sup>1</sup> 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.

Dean may exercise their discretion to arrive at a recommended salary that is equitable.

7. No later than October 15 (or September 15 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 the salary recommendation in writing to the faculty member, the Union, and the respective Chancellor.
8. If the comparators selected by the Dean include faculty solely from the same school as the faculty requestor, the University may utilize regression analysis. If the regression is utilized, 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 the comparators selected by the Dean include faculty from a School different from the faculty requestor, the University shall not use regression analysis. Instead, the faculty requestor's Dean shall consider qualitative factors to arrive at an equitable salary. If the Dean recommends an equity adjustment, CS shall provide notice to the faculty requestor of the Dean's recommended amount of the compensation increase. Alternatively, if an application is not supported by the Dean, CS shall provide notification to the faculty requestor 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"). If the Dean recommends a salary that is less than the initial pay gap, the Dean shall explain the factors relied upon to recommend a salary that is less than the initial pay gap.
9. The notice transmitted by CS to the faculty requestor pursuant to paragraph 7 above shall include 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, along with an explanation for the selection and/or rejection of comparators; (d) if a salary adjustment is recommended, the amount of any recommended salary increase; and (e) and if the Dean recommends a salary that is less than the initial pay gap, the factors relied upon to recommend a salary that is less than the initial pay gap.

10. Faculty requestors shall submit comments to the Chancellor no later than November 15 (or no later than October 15 if no response is submitted by the faculty member to the Dean by June 15). 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 provided its use is consistent with the terms of Part Five, Section B of Article 8. 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 Part Five, Section B. Salary recommendations or confirmations of non-support shall be provided to the AAUP-AFT.
11. If the faculty requestor accepts the salary recommendation of 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 period set forth in paragraph (B)10 above, the faculty member shall notify CS and the AAUP-AFT in the manner<sup>2</sup> prescribed by UHR, that the salary recommendation is accepted.
12. 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.

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<sup>2</sup> Currently available at <https://rutgers.service-now.com/hrportal>.

- 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.
13. No later than December 5 (or no later than November 5 if no response is submitted by the faculty member to the Dean by June 15 of the prior year), in response to the salary recommendation of 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 the Dean or accepts the recommendation of the Dean pursuant to Paragraph 11 above, the Chancellor shall issue a decision based on his/her review of the record without referring the file to the SERC no later than December 22. Prior to issuing such decision, the Chancellor or their designee (other than the Deans involved in the consultation required in Paragraph 2) may consult with the Chancellor and/or the applicable Dean for any comparator located on another chancellor-led unit to determine the appropriateness of the comparator.
  14. The SERC shall meet to review the file no later than January 20 (or no later than December 22 if no response is submitted by the faculty member to the Dean by June 15 of the prior year).
  15. 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. Such written summary shall be focused on the appropriateness of comparators. The written summary of deliberations from the SERC shall address all issues raised in the faculty member's comments, including, but not limited to, 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.

16. No later than March 1 (or no later than February 1 if no response is submitted by the faculty member to the Dean by June 15 of the prior year), the SERC shall forward a summary of its deliberations to the Chancellor.
17. The Chancellor shall have until May 5 to issue a decision (or April 1 if no response is submitted by the faculty member to the Dean by June 15 of the prior year). If a faculty requestor notifies CS pursuant to Paragraph 11 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 by December 22. 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 the Dean") and if the regression was not utilized and the Chancellor awards a salary that is less than the initial pay gap, the Chancellor shall explain the factors relied upon by the Chancellor to award a salary that is less than the initial pay gap. Prior to issuing such decision, the Chancellor or their designee (other than the Deans involved in the consultation required in Paragraph 2) may consult with the Chancellor and/or the applicable Dean for any comparator located on another chancellor-led unit to determine the appropriateness of the comparator. If the faculty requestor's comments submitted to the Chancellor 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.
18. Any pay adjustment shall be retroactive to the requestor's Consideration Date selected by the faculty requestor at the time of application. Notwithstanding any language to the contrary, if a faculty requestor receives an out-of-cycle pay adjustment or FCP increase due to equity (in whole or in part) subsequent to the Consideration Date, but before

payment of the pay equity adjustment ~~or FCP increase~~, such out-of-cycle or FCP pay adjustment shall not be cumulative with any adjustment that would have been given pursuant to the faculty member's pay equity request, and shall be deemed as part of the pay equity adjustment awarded under Article 8, Part Five, Section B. 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.

19. The faculty member may appeal a decision of the Chancellor to the Executive Vice President for Academic Affairs (EVPAA).
  - a. A faculty member shall submit an appeal to the EVPAA no later than June 5 (or no later than May 1 if no response is submitted by the faculty member to the Dean by June 15 of the prior year). 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 equation 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. The appeal form used by EVPAA will include only two selections: (a) appeal denied; or (b) appeal sustained in whole or part.<sup>3</sup>
  - d. No later than July 10 (or no later than June 20 if no response is submitted by the faculty member to the Dean by June 15 of the prior year), 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 express direction and instructions as to whether and how the salary

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<sup>3</sup> The specified appeal form shall be used for all appeals filed in 2024 and subsequent years.

recommendation should be reviewed. 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.

- e. If the EVPAA remands the appeal to the Chancellor, the Chancellor shall follow the EVPAA's instructions and issue and deliver a new decision no later than August 10 (or no later than July 7 if no response is submitted by the faculty member to the Dean by June 15 of the prior year). The decision shall be forwarded to the faculty requestor and the EVPAA.
  - f. 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.
20. The faculty requestor may notify UHR, in the manner prescribed by UHR,<sup>4</sup> that they accept the Chancellor's decision, but must do so no later than June 5 (or no later than May 1 if no response is submitted by the faculty member to the Dean by June 15 of the prior year) (or no later than February 1 if the requestor accepted the Dean's recommendation). 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 respective dates set forth earlier in this paragraph barring exigent circumstances.
21. 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.
22. If the recommendation of the Dean is accepted by the faculty requestor, the faculty requestor and the Union shall be precluded from filing a grievance alleging any violation of Article 4 or alleging other violations of Article 8, Part Five of this Agreement provided the Chancellor accepts the Dean's recommendation. If the Chancellor's decision is accepted by the faculty requestor, the faculty requestor waives the right to appeal the

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



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.

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 not to use the regression model when a faculty requestor and comparators are from different schools.
2. The parties agree that the application of the regression model used to calculate the explainable pay gap for pay equity applications in accordance with paragraphs B.8 of Part Five, Section B 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.
3. 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.
4. 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.

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 AAUP-AFT 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 AAUP-AFT 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 AAUP-AFT 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 Article 8.A, Section III.B of this 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 AAUP-AFT 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.

- F. 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.
- G. 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.
- H. 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.
- I. Out-of-Cycle increases are in addition to, and not inclusive of, other salary increases provided for in other Parts of this Article.

On behalf of the University

Signed by:  
  
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Dated: 01/14/2025

On behalf of the AAUP-AFT



Rebecca Kolins Givan  
Dated: 14 January 2025