

October 24, 2024

## Salary Adjustment Studies

### X.1. Protected Class Pay Equity Salary Adjustment Study

X.1.1. During the first academic year covered by this agreement, FAM will issue a “Request for Proposal” seeking an external consultant with experience in protected class pay equity studies within higher education to study salary equity issues related to gender and other legally protected classes among bargaining unit members.

X.1.2. The University shall have an opportunity to participate in the consultant selection process, e.g. reviewing proposals, viewing presentations, and providing recommendations to FAM as to its preference for a consultant. The parties agree that FAM will have the final say in selecting the consultant. FAM agrees to pay for the outside consultant.

X.1.3. Study Parameters. The parties will defer to the expertise of the outside consultant in designing a study that incorporates industry-wide best practices for evaluating whether salary inequities exist amongst the bargaining unit members related to protected classes. Even so, FAM will work with the consultant on the study design that seeks to determine whether racial, ethnic or gender inequities exist that cannot be explained by legitimate, non-discriminatory reasons such as performance, years of experience, education, specialization within a field of study, retention offers, etc. The study's parameters ultimately shall be decided by FAM with input from the University.

X.1.4. Access to Faculty Information. The parties expressly agree that the consultant will have access to demographic, salary, and other relevant faculty information normally collected by the in order to complete the audit.

X.1.5. Study Results. The parties agree that they expect the study to be completed within one calendar year of the signing of the collective bargaining agreement. FAM will receive the findings of the audit.

- 37 X.1.6. Per Article \_\_: Compensation, in the second year following the signing of this  
 38 agreement, a salary pool of 21.5% of total base salary will be made available to  
 39 address pay inequities found in the study outlined in X.1.1 - X.1.5.
- 40 X.1.6.1. If the inequities discovered outscope the 21.5% set aside in this contract,  
 41 the university will add additional funds to ensure the affected faculty are  
 42 brought in line with the survey results.
- 43 X.1.6.2. The university will also make the affected individuals whole in terms of  
 44 the lost wages. These payments will be in the form of a lump sum and  
 45 based on the consulting estimates.
- 46 X.1.6.3. If a portion of the 21.5% pool remains after fully correcting inequities, the  
 47 funds will be added to the salary pool in X.2.7.
- 48 X.1.6.4. Each year, Miami will provide FAM with copies of all annual self-audits  
 49 that the university has to complete for federal compliance.  
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- 51 X.2. Market Based and Internal Salary Adjustment Study
- 52 X.2.1. During the second academic year covered by this agreement, FAM will issue a  
 53 “Request for Proposal” seeking an external consultant with experience in market  
 54 rate and internal pay discrepancy studies within higher education.  
 55
- 56 X.2.2. The University shall have an opportunity to participate in the consultant selection  
 57 process, e.g. reviewing proposals, viewing presentations, and providing  
 58 recommendations to FAM as to its preference for a consultant. The parties agree  
 59 that FAM will have the final say in selecting the consultant. FAM agrees to pay  
 60 for the outside consultant.  
 61
- 62 X.2.3. Study Parameters. The parties will defer to the expertise of the outside consultant  
 63 in designing a study that incorporates industry-wide best practices for evaluating  
 64 whether salary discrepancies exist among bargaining unit members and in  
 65 comparison to peer institutions and programs. Even so, FAM will collaborate with  
 66 the consultant on the study design and provide specific input on the selection of  
 67 peer institutions, department specific peer institutions, and teaching and research  
 68 standards specific to each department. The study must ensure that regional faculty  
 69 and TCPL faculty comparison groups adequately match the roles and  
 70 responsibilities that such faculty have at Miami. The study's parameters ultimately  
 71 shall be decided by FAM with input from the University.  
 72
- 73 X.2.4. Access to Faculty Information. The parties expressly agree that the consultant will  
 74 have access to salary and other relevant faculty information in order to complete  
 75 the market based pay discrepancy audit.

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- 77 X.2.5. Study Results. The parties agree that they expect the study to be completed within
- 78 the second year of the signing of the collective bargaining agreement. FAM will
- 79 receive the findings of the study.
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- 81 X.2.6. Per Article \_\_: Compensation, in the third year following the signing of this
- 82 agreement, a salary pool of 21.5% of total base salary will be made available to
- 83 address market-based and internal pay discrepancies. Also, any remaining money
- 84 remaining from X.1.6.2 will be added to this 21.5% pool. This new pool will be
- 85 referred to as 21.5%\*
- 86
- 87 X.2.7. The University shall use the 21.5%\* salary pool to address any pay discrepancies
- 88 found in this study to the extent possible.
- 89
- 90 X.2.8. If the 21.5%\* pool cannot cover all discrepancies, the greatest discrepancies will
- 91 be addressed first and then proceed as far as possible to the least. The order of
- 92 discrepancies will be articulated in terms of the percentage of the bargaining unit
- 93 member's salary required to be added to their salary to reach the recommendation
- 94 of the study.
- 95
- 96 X.2.9. If a portion of the 21.5%\* pool remains after fully correcting found discrepancies,
- 97 the remainder will be equally divided between all bargaining unit members as an
- 98 equal dollar amount.