

AGREEMENT

BETWEEN

RUTGERS, THE STATE UNIVERSITY of NEW JERSEY

and

PART-TIME LECTURER FACULTY CHAPTER

RUTGERS COUNCIL

of the

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS CHAPTERS

July 1, 2011 to June 30, 2015

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AGREEMENT

This Agreement between Rutgers, The State University, and the PART-TIME LECTURER FACULTY CHAPTER, Rutgers Council of AAUP Chapters, American Association of University Professors – American Federation of Teachers, AFL-CIO is made and entered on this seventeenth day of August, 2012.

I - RECOGNITION

- A. Rutgers recognizes the PTLFC-AAUP-AFT as the sole and exclusive negotiations representative for employees as defined in paragraph B. below, as certified by PERC, concerning wages, hours, and other mandatorily negotiable subjects.
- B. Included: All persons employed by Rutgers, the State University as a “Part-Time Lecturer” (see below definition) for a full semester or equivalent as defined in footnote 1¹, and who are employed for at least their second semester as a “Part-Time Lecturer” (see below definition) in any two consecutive academic years. The term “Part-Time Lecturer” as used herein is defined specifically for purposes of inclusion in this bargaining unit as an employee hired for a full semester or equivalent as defined in footnote 1. to teach a full course regardless of instructional modality (for example, including a laboratory course, online or a hybrid course) or to teach a recitation section for a full semester or equivalent as defined in footnote 1., and who performs services associated only with that course, such as preparation of syllabus, grading examinations and papers, and meeting students during assigned office hours.²

All co-teachers (i.e., two or three teachers assigned to teach the same course) who are assigned to teach a course within two weeks following the beginning of the semester and assigned for the remaining portion of the semester, whose shares of teaching, as determined in the sole discretion of the hiring authority, are the equivalent of at least one-half of a full two credit course for a full semester as defined herein. The authority to determine whether a co-teacher’s share of teaching is the equivalent of at least one credit shall not be exercised unreasonably.

An individual who was employed as a Teaching Assistant for at least an AY appointment in one academic year and is hired as a PTL in the subsequent academic year will be included in the unit upon appointment as a PTL. An individual who was a member of the full-time faculty/TA bargaining unit for at least one AY appointment in one academic year and is hired as a PTL in the subsequent academic year will be included in the unit upon appointment as a PTL.

Any Part Time Lecturer who has a break in service of three or more consecutive academic year semesters (i.e. Fall or Spring) must re-establish eligibility for inclusion in the PTLFC-AAUP-AFT

¹ Solely for the purpose of eligibility for inclusion in the unit: (1) a PTL shall be deemed to teach the equivalent of a full course for a full semester if she/he teaches, in the same semester, two consecutive courses each of which is one-half semester (i.e., 7 weeks) in duration; (2) a PTL in the PALS program shall be deemed to teach the equivalent of a full course for a full semester if she/he teaches a full course of at least 12 weeks duration within a single semester.

² Part-Time Lecturers who otherwise meet the eligibility requirements set forth above shall become members of the negotiating unit at the commencement of their second semester as a Part-Time Lecturer.

by being in their second semester of re-employment, as a PTL, in accordance with other provisions set forth in the Agreement.

- C. Excluded: All guards; supervisors within the meaning of the Act; managerial executives; confidential employees; persons otherwise employed by Rutgers, The State University, in another capacity for 50% or more of a full-time position; persons otherwise employed by Rutgers, The State University, who are presently represented for purposes of collective negotiations by another employee organization; also excluded are appointments made for Winter/Summer sessions; "Visiting Faculty;" "Coadjutants," (for purposes of this agreement, a Coadjutant is an individual who does not teach a full course for a full semester or equivalent³); individuals employed by law firms which have represented Rutgers or are presently representing Rutgers. Also excluded from this unit are regularly appointed part-time faculty who do not have a 100% appointment and are paid on the faculty salary schedule as opposed to being paid on a per course basis; and persons employed for 50% or more of a full-time position by:

1. The following Departments/Offices of the State of New Jersey:

Office of the Governor
Office of Management and Budget
Department of Law and Public Safety
Office of Administrative Law
Commission of Higher Education (not including employees of the State Colleges or Universities below the title or level of Dean)
Department of Community Affairs
Department of Labor
Department of Agriculture
Department of Treasury
Division of Pensions
Judiciary
Department of Health
Department of Personnel
Legislature
Public Employment Relations Commission
Department of Environmental Protection

2. The following Departments/Offices of the Government of the United States:

Department of Education
Department of Agriculture
Department of Justice
Judiciary
Department of Labor
EEOC
IRS
Department of Health and Human Services
State Department
Attorney General's Office

³ Persons otherwise employed by Rutgers, The State University in another capacity for 50% or more of a full-time position when hired to teach a full course for a full semester are hired as coadjutants and such individuals are excluded from the unit.

Environmental Protection Agency
Immigration and Naturalization Service
Legislature

Appeals of such exclusion as set forth above relating to state or federal employment may be initiated by writing to the Office of Academic Labor Relations with a copy to the PTLFC-AAUP-AFT.

- D. Within forty (40) working days of the beginning of the Fall and Spring semesters, the University shall provide the PTLFC-AAUP with a list of all PTLs who are excluded from the bargaining unit, pursuant either to I.B footnote 1 or to I.C.

II - NONDISCRIMINATION

There shall be no unlawful discrimination by Rutgers or the PTLFC-AAUP-AFT against any member of the bargaining unit because of race, creed, color, sex, religion, national origin, ancestry, marital status, civil union status, domestic partnership status, familial status, age, autism spectrum disorder, disability or atypical hereditary cellular or blood trait, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, veteran status, affectional or sexual orientation, gender identity or expression, membership or non-membership in or activity on behalf of or in opposition to the PTLFC-AAUP-AFT. These items shall have the meaning as defined by the New Jersey Law Against Discrimination as of the date of the alleged act of discrimination.

III - DEDUCTION OF PROFESSIONAL DUES

- A. The University agrees to deduct on a pro-rata basis from each biweekly paycheck the PTLFC-AAUP-AFT professional dues of each member of the bargaining unit as defined herein, for whom the PTLFC-AAUP-AFT furnishes to the University a voluntary written authorization for such deduction, on a form acceptable to the University. Once the PTLFC-AAUP-AFT furnishes to the University such voluntary written authorization for such deductions from any bargaining unit member, that bargaining unit member will retain that status each semester that they are employed as a member of the bargaining unit, unless that member submits a written withdrawal of their authorization to the PTLFC-AAUP-AFT. The University shall reinstate dues deduction of any returning bargaining unit member who previously left the bargaining unit and who has previously given voluntary written authorization for the deduction of professional dues and was having professional dues deducted at the time of leaving the bargaining unit. The original authorization forms, or copies of them, will be supplied by the PTLFC-AAUP-AFT to the University for verification. The resumption of dues deduction shall be made as soon as practical after receipt by the University of written notice from the PTLFC-AAUP-AFT that a bargaining unit member has returned to a position covered by the recognition clause of this Agreement. Bargaining unit members must submit written withdrawals of their authorization for deduction of PTLFC-AAUP-AFT professional dues to the PTLFC-AAUP-AFT. It is the PTLFC-AAUP-AFT's responsibility to transmit such withdrawals of authorization to the University. The University will continue to deduct dues until it receives withdrawal of authorization from the PTLFC-AAUP-AFT. The

amount of PTLFC-AAUP-AFT professional dues shall be such amount as may be certified to the University by the PTLFC-AAUP-AFT from time to time, and at least thirty (30) days prior to the date on which deduction of the PTLFC-AAUP-AFT professional dues is to be made. The University shall remit to the PTLFC-AAUP-AFT all professional dues deducted pursuant hereto every four weeks together with a list of names of members of the bargaining unit from whose pay such deductions were made.

- B. All bargaining unit members who are not members of the PTLFC-AAUP-AFT authorizing dues deduction shall have deducted from their salaries and forwarded to the PTLFC-AAUP-AFT a representation fee equal to 85% of the amount of dues once the PTLFC-AAUP-AFT certifies to the University that 50% of the unit are dues payers. Deduction of representation fees in accordance with the provisions of this Article shall continue after expiration of the Agreement, or after any extension to this Agreement. After deduction, representation fees shall be transmitted to the PTLFC-AAUP-AFT in the same manner and at the same time as the PTLFC-AAUP-AFT dues. The PTLFC-AAUP-AFT shall pay one-time programming costs associated with deduction of representation fees.

If, during the course of the semester, the bargaining unit member authorizes deduction of dues, the University shall cease deducting the representation fee and commence deducting the PTLFC-AAUP-AFT dues after the PTLFC-AAUP-AFT furnishes to the University a voluntary written authorization for such deduction in accordance with this Article. When the PTLFC-AAUP-AFT furnishes to the University a notice of withdrawal from dues deductions, the representation fee will be deducted instead of the dues fee.

IV - SALARY PROVISIONS

A. Minimum Base Salaries:

1. Increases to the Minimum:

- a. Effective September 1, 2011, the minimum base salary rate will be \$1,500.00 per credit except for courses in the PALS program. Hourly rates for instruction in the PALS program will be \$44.00 per hour for the Intensive and Evening programs and \$49.00 for the Corporate Program.
- b. Effective September 1, 2012, the minimum base salary rate will be \$1,530.00 per credit except for courses in the PALS program. Hourly rates for instruction in the PALS program will be \$45.00 per hour for the Intensive and Evening programs and \$50.00 for the Corporate Program.
- c. Effective September 1, 2013, the minimum base salary rate will be \$1,560.00 per credit except for courses in the PALS program. Hourly rates for instruction in the PALS program will be \$46.00 per hour for the Intensive and Evening programs and \$51.00 for the Corporate Program.

- d. Effective September 1, 2014, the minimum base salary rate will be \$1,600.00 per credit except for courses in the PALS program. Hourly rates for instruction in the PALS program will be \$47.00 per hour for the Intensive and Evening programs and \$52.00 for the Corporate Program.

B. Across-the-Board Increases:

1. Semester Increases:

- a. Fall Semester, 2012: Effective September 1, 2012:
 - i. PTLs paid per credit shall receive an increase of **at least \$20.00** per credit to their base salary or the applicable minimum base salary rate set forth in IV.A.1.b., whichever is higher.
 - ii. PTLs in the PALS program shall receive **at least a 1.50%** increase to their base salary or the applicable minimum base salary rate set forth in IV.A.1.b., whichever is higher.
 - iii. PTLs paid other than by the credit or by the hour, shall receive **at least a 1.50%** increase to their base salary or the applicable minimum base salary rate set forth in IV.A.1.b., whichever is higher.
- b. Spring Semester, 2013: Effective January 1, 2013:
 - i. PTLs paid per credit shall receive an increase of **at least \$20.00** per credit to their base salary or the applicable minimum base salary rate set forth in IV.A.1.b., whichever is higher.
 - ii. PTLs in the PALS program shall receive **at least a 1.50%** increase to their base salary or the applicable minimum base salary rate set forth in IV.A.1.b., whichever is higher.
 - iii. PTLs paid other than by the credit or by the hour, shall receive **at least a 1.50%** increase to their base salary or the applicable minimum base salary rate set forth in IV.A.1.b., whichever is higher.
- c. Fall Semester, 2013: Effective September 1, 2013:
 - i. PTLs paid per credit shall receive an increase of **at least \$20.00** per credit to their base salary or the applicable minimum base salary rate set forth in IV.A.1.c., whichever is higher.
 - ii. PTLs in the PALS program shall receive **at least a 1.50%** increase to their base salary or the applicable minimum base salary rate set forth in IV.A.1.c., whichever is higher.
 - iii. PTLs paid other than by the credit or by the hour, shall receive **at least a 1.50%** increase to their base salary or the applicable minimum base salary rate set forth in IV.A.1.c., whichever is higher.
- d. Spring Semester, 2014: Effective January 1, 2014:
 - i. PTLs paid per credit shall receive an increase of **at least \$25.00** per credit to their base salary or the applicable minimum base salary rate set forth in IV.A.1.c., whichever is higher.

- ii. PTLs in the PALS program shall receive **at least** a **1.82%** increase to their base salary or the applicable minimum base salary rate set forth in IV.A.1.c., whichever is higher.
 - iii. PTLs paid other than by the credit or by the hour, shall receive **at least** a **1.82%** increase to their base salary or the applicable minimum base salary rate set forth in IV.A.1.c., whichever is higher.
 - e. Fall Semester, 2014: Effective September 1, 2014:
 - i. PTLs paid per credit shall receive an increase of **at least \$25.00** per credit to their base salary or the applicable minimum base salary rate set forth in IV.A.1.d., whichever is higher.
 - ii. PTLs in the PALS program shall receive **at least** a **1.82%** increase to their base salary or the applicable minimum base salary rate set forth in IV.A.1.d., whichever is higher.
 - iii. PTLs paid other than by the credit or by the hour, shall receive **at least** a **1.82%** increase to their base salary or the applicable minimum base salary rate set forth in IV.A.1.d., whichever is higher.
 - f. Spring Semester, 2015: Effective January 1, 2015:
 - i. PTLs paid per credit shall receive an increase of **at least \$25.00** per credit to their base salary or the applicable minimum base salary rate set forth in IV.A.1.d., whichever is higher.
 - ii. PTLs in the PALS program shall receive **at least** a **1.82%** increase to their base salary or the applicable minimum base salary rate set forth in IV.A.1.d., whichever is higher.
 - iii. PTLs paid other than by the credit or by the hour, shall receive **at least** a **1.82%** increase to their base salary or the applicable minimum base salary rate set forth in IV.A.1.d., whichever is higher.
2. A PTL who taught as a PTL in at least one of the two previous semesters, including those in PALS, will receive increases to their base salary rate as set forth in paragraphs IV.B.1.a. through f. above.
3. If an individual PTL bargaining unit member's salary rate is less than the appropriate minimum set forth in paragraphs IV.A.1.a. through d. above, the member's salary will be increased to the appropriate minimum.
4. The revision in the above salary rates will not result in a decrease in the per-course salary rate of any current bargaining unit member.
5. Co-teachers shall be paid a pro-rata share according to the division of teaching responsibilities and according to Articles IV.A and IV.B of the contract and the number of credits for the course, but no less than the minimum per credit base salary rate for one credit.
6. All unit members teaching during Academic Year 2012-2013 will receive a one-time lump sum payment of \$150 in either the Fall 2012 or Spring 2013, including PALS, whichever semester is the first taught by the PTL during the academic year.

- C. 1. An individual PTL bargaining unit member may be paid above her/his base salary rate at any time, due to special circumstances, as a specified increase which does not establish a new base salary rate. If the department determines that special circumstances warrant a higher salary, it will inform the PTL in writing of the special circumstances at the time of appointment.

2. Nothing in this provision shall be construed as a maximum or restriction on the base salary rate of an individual PTL.
- D. An individual who was employed as a PTL in one semester, including the semester of employment prior to ratification, who is offered employment as a PTL during the term of this Agreement, will not be offered a salary less than she/he received in the earlier semester, unless the PTL is appointed to teach a significantly different course, or unless the PTL had been paid above her/his base salary rate due to special circumstances as provided in item C above.
- E. If, through no fault of the PTL, a course is canceled within seven (7) days before the date on which the class was scheduled to begin, or seven (7) days after the date on which the class began, and the University determines not to reassign the PTL to another course, the PTL will receive 1/16th of the salary for the semester. A PTL in the PALS Program who is appointed for a 14-week period will receive 1/14th the salary for that 14-week period; a PTL appointed for a 7-week period in accordance with the Recognition Article will receive 1/7th the salary for that 7-week period.

Additionally, if the PTL has taught classes during the seven (7) day period after the date on which the classes began or were scheduled to begin, the PTL will be paid a pro-rata salary for the work performed.

- F. If the official course enrollment, that is the enrollment at the conclusion of the drop/add period, exceeds the approximate enrollment contained in the appointment letter by 33-1/3% or 25 students, whichever is lower, the PTL shall receive a salary supplement of \$200 per credit, or a salary supplement of 15% for PALS instructors. This supplement shall not apply if the excess enrollment is due to the Part-Time Lecturer giving a special permission number(s) to a student(s) for enrollment in the course, unless the Part-Time Lecturer was expressly directed to do so by the Department.
- G. Nothing in this Article IV shall be construed as a maximum or restriction on the base salary rate of an individual PTL.
- H. PTLs may avail themselves of direct deposit of salary checks.

V - GRIEVANCE PROCEDURE

A. Grievance Procedure

1. A grievance may be brought only with respect to mandatorily negotiable subjects or to challenge discipline imposed on a PTL during the semester in which she/he is employed. A grievance must conform to the provisions set forth below.

The grievance must state: a) the provision of this Agreement or the University policy alleged to have been violated and which relates to a PTL's wages, hours, or other terms and conditions of employment; or b) the administrative decision relating to a PTL's wages, hours or other terms and conditions of employment alleged to have been misinterpreted, misapplied or violated and which misinterpretation, misapplication or violation affects a PTL's terms and conditions of employment.

A grievance may be resolved informally by the grievant and the University at any time. Both parties agree to encourage informal resolution of disputes at the department level.

2. Grievances initially will be filed with the Office of Academic Labor Relations within thirty (30) working days after the occurrence of the event which gave rise to the grievance, or within thirty (30) working days after the grievant knew, or should have known, of the occurrence of the event, but in no case beyond the subsequent semester in which the event occurred. The grievance will be presented on a form acceptable to the University and forwarded by the Office of Academic Labor Relations to the representative at the appropriate level of review as set forth below.

At each step, if the University Representative believes a meeting is necessary, or if the grievant has requested a meeting in the written appeal, the University Representative will arrange for a meeting. A Union representative shall be present at all such meetings.

Step 1 Grievances will be forwarded by the Office of Academic Labor Relations to the Department Chairperson at Step 1. If the grievance arises out of an action taken by the Dean, the grievance will begin at Step 2. If the grievance arises out of an action taken other than by the Department Chairperson or the Dean, the grievance will begin at Step 3. If a meeting is to be held, the Step 1 University Representative will arrange for a meeting within ten (10) working days after filing of the grievance. The University Representative will provide a written decision within ten (10) working days after the meeting, or within fifteen (15) working days after filing of the grievance if there is no meeting, providing a copy to the Dean, the Executive Vice President for Academic Affairs or Chancellor, the Union and the Office of Academic Labor Relations.

Step 2 If the grievant is not satisfied with the Step 1 decision, the grievant may within ten (10) working days after receipt of the Step 1 decision file an appeal with the Office of Academic Labor Relations that appeals the Step 1 decision to the Dean. The appeal will be presented on a form acceptable to the University, include the grievance and Step 1 decision, and set forth the basis for the appeal. The appeal will be forwarded by the Office of Academic Labor Relations to the Dean.

If a meeting is to be held, the University Representative will arrange for a meeting within ten (10) working days after filing of the appeal. The University Representative will provide a written decision within ten (10) working days after the meeting, or within fifteen (15) working days after filing of the appeal if there is no meeting, providing a copy to the Department Chair, the Executive Vice President for Academic Affairs or Chancellor, the Union and the Office of Academic Labor Relations.

Step 3 If the grievant is not satisfied with the Step 2 decision, the grievant may within ten (10) working days after receipt of the Step 2 decision file an appeal with the Office of Academic Labor Relations that appeals the Step 2 decision to the Executive Vice President for Academic Affairs or Chancellor. The appeal will be presented on a form acceptable to the University, and include the grievance, Step 1 decision, Step 2 appeal and decision, and set forth the basis for the appeal. The appeal will be forwarded by the Office of Academic Labor Relations to the Executive Vice President for Academic Affairs or Chancellor.

If a meeting is to be held, the University Representative will arrange for a meeting within ten (10) working days after filing of the appeal. The University Representative will provide a written decision within ten (10) working days after the meeting, or within fifteen (15) working days after filing of the appeal if there is no meeting, providing a copy to the Department Chair, the Dean, the Union and the Office of Academic Labor Relations.

Step 4 If the PTLFC-AAUP-AFT is not satisfied with the decision at Step 3, and the grievance claims a violation of a provision of this Agreement which does not specify that it is not grievable, the PTLFC-AAUP-AFT may, within fifteen (15) working days of receipt of the Step 3 decision, submit the grievance to arbitration, with a copy to the Office of Academic Labor Relations. Arbitration shall be advisory in all areas except for those grievances in which a PTL alleges a violation of Article II Nondiscrimination, or Article IV, Salary Provisions, in which case arbitration shall be binding.

Rutgers and the PTLFC-AAUP-AFT agree that the arbitrator to be chosen jointly shall be selected from a panel or panels to be provided by the Public Employment Relations Commission. The arbitrator will be selected in accordance with the rules and procedures of the agency.

The costs and expenses incurred by each party shall be paid by the party incurring the costs except that the fees and any costs of the neutral arbitrator and the administering agency shall be borne equally by Rutgers and the PTLFC-AAUP-AFT.

3. To be valid, a decision in regard to a grievance must not amend, modify, or delete any provision of this Agreement or any Rutgers policy or any administrative decision. A decision in one grievance will be applicable only to that grievance and may not serve as a precedent in any other grievance.
4. "Working days" as used in this provision shall mean all days on which University offices are officially open for business.

VI - APPOINTMENT

- A. PTLs who are available for employment in a particular semester may submit a written notification of availability to the department in which they wish to be employed. Departments shall acknowledge receipt of such notification and compile, for each course to which PTLs may be assigned, a list of available PTLs with PTLs who have served at least ten (10) semesters as a PTL at Rutgers given priority in appointment over a PTL who has not served at least ten (10) semesters, where the course shall be staffed by a PTL and where the appointment meets the academic and fiscal needs of the department, program and/or unit. Fiscal constraints shall not necessitate the appointment of a PTL with less than ten (10) semesters of service as a PTL at Rutgers, rather than a PTL with at least ten (10) semesters of such service unless there are also educational reasons to do so. Availability does not guarantee appointment.
- B. Departments are encouraged where consistent with the needs of the academic program, to appoint a PTL for two consecutive semesters in the same academic year, or consecutive fall semesters or consecutive spring semesters, where appropriate.
- C. At the sole discretion of the University, a PTL may be given an appointment for the following semester after the availability of pre-registration enrollment data.
- D. PTLs will be provided the following information in writing before the first day of class or, in the case of mitigating circumstances as soon thereafter as is feasible: title, salary, department, the period for which the appointment is effective, course(s) assigned, approximate number of students which she/he is expected to teach in the section for which she/he is hired, duties attendant to the course assignment, and other information which the department may deem necessary for a PTL to carry out her/his duties. Dean's offices or departments are encouraged to give a letter of appointment to a PTL at the time the PTL is offered employment for the semester in question. Departments will make a reasonable effort to provide written notice by August 1 to those PTLs who will be recommended for re-appointment for the Fall semester. Departments will make a reasonable effort to provide written notice by December 31, to those PTLs who will be recommended for re-appointment for the Spring semester. This paragraph shall not be grievable.
- E. Any PTL who has taught for at least 4 consecutive semesters or 4 consecutive years, and who has provided written notice of availability for employment in a particular semester to the department in which they wish to be employed, and who is not appointed, shall be given written notice at least one (1) week prior to the start of that semester (unless low enrollment is the reason) specifying the reasons for this action, with a copy provided to the PTLFC-AAUP-AFT and the Office of Academic Labor Relations. Upon written request, the Department Chair or designee shall meet with the PTL to discuss the specific reasons for the PTL not being appointed.

VII - DEPARTMENT PROVISIONS

- A. Departments which employ PTLs shall identify a space, within the resources allocated to the department, for PTLs to meet as required with their students. If a PTL believes that an alternative

space within the resources of the department would be more effective in meeting with students, she/he should discuss the matter with the department chairperson. Where possible and consonant with departmental practice, departments shall provide PTLs with access to a telephone, fax, computer, and printer for work directly pertaining to the teaching and administration of the PTL's course, or advise the PTL of the locations at the University where such resources are available.

- B. Departments shall advise PTLs of the campus location where their mail, notices, student work, messages, and other communications will be available, where possible and consonant with departmental practice. Departments are encouraged to consider PTLs to be a part of the faculty and provide them with relevant information, announcements, and communications, including all communications addressed to "Members of the University Community."
- C. When records of syllabi, texts, or other instructional material for courses previously taught are maintained by a department, such information will be available to PTLs for inspection. Copies of such records will be made available to PTLs in accordance with Departmental policies.
- D. Where the department specifies the texts that are to be used in a course for which a PTL is employed to teach, the department shall provide a desk copy, for the duration of the course, if a desk copy is not provided to the PTL by the publisher.
- E. Where possible and consonant with departmental practice, support services, such as copying, supplies, and telephone messages, shall be provided, from the resources allocated to the Department, as the Department Chairperson deems necessary for the performance of the duties assigned to PTLs.
- F. When a department meeting results in the adoption of policies or procedures which are pertinent to the responsibilities or other employment-related activities of PTLs employed by that department, such PTLs will be notified in writing of such policies or procedures.
- G. PTLs who are interested in regular employment at the University may apply for staff positions which are posted and/or should make periodic inquiries of the department as to the availability of any regular faculty positions.

Notices of full time openings within a department shall be posted by the department at a place where official notices are posted.

- H. If, due to being assigned to an evening class, a PTL encounters difficulty in teaching because of a lack of classroom, mail, or telephone access, the PTL should bring the problem to the attention of the department. If the problem is unresolved, the PTL should bring it to the dean's attention in a written memo.
- I. PTLs shall be reimbursed by their Departments for expenses associated with their course assignments, provided such expenses have been authorized.
- J. Departments are encouraged to provide new Part Time Lecturers with materials orienting them to the academic and administrative functions of the Department and the University, which shall be consistent with the provisions of this Agreement and University Regulations and Procedures.

VIII - PERSONNEL FILES

A. A PTL is entitled to review his/her official personnel file if one exists, or official personnel materials if a separate file does not exist; such file or materials will be maintained either in the dean's office or in the departmental office. Upon request, the department shall advise a PTL of the location of such official file or materials.

B. A PTL who wishes to review the file or materials should request, in writing, an appointment to review the file or materials during normal office hours (and may be accompanied by an advisor of his/her own choice) and shall be entitled to copy any materials therein at a cost, if any, usually assessed by the relevant Department or dean's office for such copying. A PTL may respond to any documents that may be contained in the file, and may add to the file documents which pertain to his/her PTL employment at Rutgers.

IX - HEALTH BENEFITS COMMITTEE

A Committee shall be established, composed of up to five representatives of the Administration and up to five representatives of the PTLFC-AAUP-AFT, to investigate the feasibility of alternative health care insurance coverage options for PTLs, in addition to the New Jersey State Health Benefits Plan. This committee shall be formed following ratification and endeavor to present a report with recommendations to both parties within four to nine months.

X - HEALTH AND SAFETY

If a PTL believes that a safety problem exists, the PTL should report that concern in the first instance to the department chair or his/her designee or if that is not possible, to the Rutgers Environmental Health and Safety Department. If the University determines that a work site is unsafe, the PTL will not be required to teach at that site until the University declares the site to be safe.

The University will discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment in accordance with PEOSHA and any other applicable statutes, regulations or guidelines published in the New Jersey Register which pertain to health and safety matters. This paragraph is not subject to the grievance procedure.

XI - PROFESSIONAL DEVELOPMENT

- A. The University shall prepare a list of programs and resources at Rutgers relating to professional development and arrange to have such list attached to PTLs' appointment letters.
- B. Rutgers will provide a Professional Development Fund, in the amount up to \$20,000.00 for each academic year of this contract for professional development activities specifically related to the

pedagogic and related professional development needs of PTLs in connection with and related to their professional activities at Rutgers. The Fund will be administered by the Center for Teaching Advancement and Assessment Research. Only PTLs with bargaining unit status shall be eligible to apply for money from this Fund. Applications by PTLs for funding shall first be submitted to the Department Chairperson or Program Director for review and endorsement consideration. Only applications that are endorsed by the Department Chairperson or Program Director may be submitted to the Center for Teaching Advancement and Assessment Research for consideration. The Center for Teaching Advancement and Assessment Research will award funds only for those proposals that it determines to be meritorious and is not required to award the entire fund amount of up to \$20,000.00 if it determines there are not sufficient meritorious proposals warranting funding. The University shall provide the Union with copies of all award and denial letters to PTLs.

- C. A PTL may be eligible to audit certain undergraduate level or graduate level courses related to the subject matter of courses the PTL has taught or is teaching, subject to the following provisions. Audit is subject to permission of the course instructor, to availability of seating in the course after the normal add/drop period for matriculated students, and to meeting all policies and requirements of the program offering the course, including but not limited to prerequisites. Auditors will be responsible for paying any fees (outside tuition) attached to a course, e.g. for a coursepack or for travel expenses.

No academic credit is earned in this manner, and audited courses will not result in a transcript for the auditor nor be added to the transcript of an individual who already has one through the University.

An auditor will not receive an evaluation of participation, will not be allowed to submit assignments, participate in examinations or tests and will not be assessed as to competency in the course material (no grades). The auditor will not receive any verification of attendance or completion, which includes no certificate nor statement. Any verification by the instructor is considered the instructor's personal decision and not the representation of the University and thus cannot be presented on University letterhead.

XII - MISCELLANEOUS

- A. During the year in which a PTL has an appointment, the PTL will be granted full library privileges and access to recreational facilities accorded to University faculty and staff. The provision regarding access to recreational facilities shall not apply to the PTL's family members.
- B. The **annual** motor vehicle registration fee for PTLs wishing to register their vehicles for the use of surface campus parking facilities shall be the same on all campuses, New Brunswick, Newark, and Camden. The annual motor vehicle registration fee for PTLs will be as follows: 2012 \$25; 2013 \$25; 2014 \$25; 2015 \$25. Notice of this fee will be posted in the parking office on the three campuses. PTLs will be offered the option of payroll deductions for the parking fee and online registration of their vehicle in accordance with rules prescribed by the parking offices. Payroll deductions for parking fees will be pre-tax deductions in accordance with necessary procedures.
- C. The PTLFC-AAUP-AFT may request use of University space and equipment which is available for use by the general public by making application to the appropriate University office and following University procedures and pay structures.

- D. The PTLFC-AAUP-AFT may post notices to PTLs relating to official union matters on bulletin boards designated by departments for this purpose. Such notices shall conform in size to any departmental limitations.
- E. The University shall provide the PTLFC-AAUP-AFT, either within the database each term or separately, a list of all PTLs' email addresses where such information exists.
- F. Every attempt shall be made to include PTLs in the Faculty/Staff On-line Directory.
- G. The University shall annually, on September 30th, provide the PTLFC-AAUP-AFT with a list of all academic department chairpersons and deans. The PTLFC-AAUP-AFT shall annually, on September 30th provide the University with the names and departments of the PTLFC-AAUP-AFT's officers and representatives.
- H. PTLs may utilize available pre-tax payroll deductions to the extent provided for in the University regulations and permitted by law. If eligible, a PTL having a term bill for his/her own tuition and/or his/her own fees may arrange with the Office of Student Accounting and Cashiering for an installment plan via payroll deduction for the payment of all or part of the term bill. Eligibility for participation in such plan shall be as determined by the Office of Student Accounting and Cashiering (See Addendum).
- I. The University shall provide in writing to PTLs, when appointed, a list of University websites and/or information related to obtaining identification cards, parking permits, direct deposits of salary checks, and all available benefits.

XIII - PENSION BENEFITS

Participation in a State Pension Program shall be subject to and limited by all of the rules, regulations and requirements of the State System, including but not limited to those set forth by statute and administrative code. Should there be changes to the State System during the term of this Agreement, all such changes appropriate to members of this negotiating unit shall be made and effectuated accordingly.

XIV - MAINTENANCE OF STANDARDS

University policy pertaining to mandatorily negotiable subjects with respect to PTLs shall be maintained during the term of this Agreement.

XV – LABOR/MANAGEMENT MEETINGS

Labor/Management Meetings

A Labor/Management Meeting is a meeting between the Union and appropriate representatives of the University to consider matters of general interest and concern other than grievances and/or to present grievances which allege a misinterpretation, misapplication, or violation of a Rutgers policy or administrative decision relating to wages, hours, or terms and conditions of employment which are not mandatorily negotiable. Labor/Management meetings may be requested in writing by either party by sending a request including a statement of the issues to be discussed to the Office of Academic Labor Relations, or the PTLFC-AAUP-AFT, whichever is applicable. These meetings shall take place at a mutually convenient time and place. Arrangements will be made by the Office of Academic Labor Relations and/or the PTLFC-AAUP-AFT.

XVI – POLITICAL CHECK-OFF

To the extent permitted by law and as described more particularly in Appendix A and Appendix B to this Agreement, as soon as practical after the effective date of this Agreement, the University shall upon presentation of a proper and duly signed authorization form, deduct from the salary of each employee in the collective negotiations unit the sum authorized by the employee, not to exceed the limits prescribed by law, for the purpose of contributing to the AFT's Committee on Political Education (COPE). The provision applies to present and future members and non-member employees in the collective negotiations unit.

The fee deductions referred to above shall be forwarded to the PTLFC-AAUP-AFT in accordance with the provisions of applicable law and as described more particularly in Appendix A and Appendix B to this Agreement.

XVII - TERM OF AGREEMENT

This Agreement shall be effective upon ratification by the PTLFC-AAUP-AFT membership, and shall be implemented as soon as possible after ratification. This Agreement shall remain in effect until June 30, 2015.

**RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY**

**PART-TIME LECTURER
FACULTY CHAPTER,
RUTGERS COUNCIL OF
AAUP CHAPTERS, American Association
of University Professors – American Federation
of Teachers, AFL-CIO**

R. Michael Beals

Eleanor LaPointe

Lisa Bonick

Barry Batorsky

Paul Elwood

Richard Gomes

Vivian Fernandez

Steve Peterson

John Gunkel

Theresa Politano

Nathan Levinson

Karen Thompson

Richard Novak

Patrick Nowlan

Karen R. Stubaus

Lisa Wahler

APPENDIX A

**AGREEMENT CONCERNING PAYROLL DEDUCTIONS FOR CONTRIBUTIONS
TO COMMITTEE ON POLITICAL EDUCATION ("COPE")
FOR EMPLOYEES REPRESENTED BY
THE PART-TIME LECTURER FACULTY CHAPTER,
RUTGERS COUNCIL OF AAUP CHAPTERS,
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS - AMERICAN
FEDERATION OF TEACHERS, AFL-CIO
("PTLFC-AAUP-AFT" OR "UNION")**

WHEREAS, PTLFC-AAUP-AFT ("Union") has requested that RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY ("Rutgers") deduct from employees' wages contributions to the COPE; and

WHEREAS, during contract negotiations the Union asked Rutgers to make such payroll deduction and Rutgers agreed, as described in Article XVI of the parties' collective negotiations agreement, and as described in this Appendix A and in Appendix B,

WHEREAS, the Union and Rutgers acknowledge that Rutgers' agreement to implement payroll deductions for employees who choose to make contributions to COPE is not in any way an endorsement of COPE by Rutgers; and

WHEREAS, the Union and Rutgers have entered into an Indemnification Agreement executed simultaneously with this Agreement (Appendix B to the parties' collective negotiations agreement) for the purpose of indemnifying Rutgers against any liability arising from Rutgers' implementation of this payroll deduction program;

NOW, THEREFORE, the parties enter into this Agreement in order to set forth the parameters for administration of the payroll deduction for employee contributions to COPE ("payroll deduction") for employees represented by the Union and for the purpose of prescribing the obligations which Rutgers will undertake in regard to this payroll deduction and the obligations which the Union will undertake:

1. General: Responsibility for communicating to employees information about the payroll deduction resides with the Union and not with Rutgers. However, Union representatives may not conduct any business whatsoever concerning this payroll deduction on work time. Furthermore, no resources of Rutgers may be used with respect to the payroll deduction except as explicitly set forth in this Agreement.
2. Marketing and Enrollment:
 - a. Responsibility for communicating to employees information about the payroll

deduction resides with the Union.

b. The Union acknowledges that the payroll deduction is not selected, sponsored, or endorsed by Rutgers or by the State of New Jersey and agrees not to make any representations to the contrary. The Union agrees that no materials which are distributed concerning the payroll deduction will identify Rutgers or the State of New Jersey in any way as a sponsor or endorser and further agrees that such materials will include the following statement approved by Rutgers disclaiming any responsibility on the part of Rutgers for the information contained therein:

The payroll deduction suggested by the Union is not sponsored or endorsed in any way by Rutgers, the State University or by anyone on its behalf, or by the State of New Jersey. Rutgers makes no promises or representations of any kind whatsoever concerning this payroll deduction.

Such materials will clearly identify the representatives of the Union who are responsible for administrative details of the payroll deduction such as inquiries and problem resolution.

The Union will (within seven (7) days of the effective date of this Agreement) submit to Rutgers draft materials (letters) for the University's review and approval, which conform to the requirements as set forth herein. If additional materials for or about the payroll deduction are used to promote the payroll deduction or solicit applications that refer to Rutgers or the State of New Jersey they will be submitted to Rutgers' Office of Academic Labor Relations for review before distribution in order to ensure that such materials comply with the provisions of this Agreement.

c. In the event that the University receives a COPE authorization form directly from an employee, rather than the PTLFC-AAUP-AFT, the University shall provide the PTLFC-AAUP-AFT with a copy of the form at the time the next COPE deductions are sent to the PTLFC-AAUP-AFT, and the PTLFC-AAUP-AFT thereafter shall incorporate any changes on the next roster it provides pursuant to 4.c. below.

3. Cancellations: An existing payroll deduction may be canceled with thirty (30) days notice to Rutgers from the employee. The Union will prepare a cancellation notice within seven (7) days of the effective date of this Agreement for Rutgers' review and approval.

4. The Union Agrees:

a. To provide to Rutgers evidence that COPE is properly registered as required by applicable law, complies with reporting requirements imposed by law and makes contributions only in compliance with applicable legal standards.

b. To accept on a monthly basis whatever payroll deductions have been authorized by this Agreement and to make the contributions to COPE.

c. To provide Rutgers by the first of each month a roster in a format to be specified by Rutgers with the name, social security number and biweekly deduction amount for employees in the collective negotiations unit who have authorized payroll deductions for

COPE.

- d. To provide for the University's review all authorizations signed by employees, all cancellations signed by employees and all documents related to adjustments or changes to the payroll deduction and to thereafter retain the documents.
- e. To provide refunds to participants as necessary.
- f. To be responsible for all administrative details such as inquiries, adjustments and problem resolution.
- g. To make routine adjustments to recover previously remitted contributions to the Union when Rutgers subsequently determines that such contributions should not have been credited to COPE due to the participant's having receiving unearned salary.
- h. To implement new enrollments, adjustments, or cancellations prospectively only, with no retroactive adjustments, except as may be required by Paragraph 4g above and by Paragraph 5b below.
- i. To notify Rutgers of the cancellation of payroll deductions by any participant by the first of the month prior to the month in which deductions are to be discontinued. To ensure that the amount that the employee deducts from each paycheck shall in no event exceed \$5,000 per year, or such other amount as the law permits.

5. Payroll Deductions:

- a. Rutgers will begin to take employee payroll deductions of fixed dollar amounts specified on the initial rosters to be supplied by the Union, in a format specified by Rutgers, on or about thirty (30) days after receipt in Payroll Services of rosters. Such payroll deductions will begin on the first "benefits" payroll of each month and will be in the biweekly amount specified by the Union provided the participant has sufficient net pay to cover this deduction after all other mandatory and voluntary deductions are taken. There will be no retroactive deductions.
- b. Any amounts over deducted will be refunded to the employee by the Union.
- c. Payroll deduction will continue until such time as the participant moves out of a position represented by AAUP-AFT, terminates, requests to have the deductions cease, a new authorization is received from the Union specifying a different deduction amount or a term and condition of this Agreement fails.
- d. Rutgers will submit deductions to the Union within fifteen (15) days after the end of the month in which such deductions are taken, along with a roster reflecting the detail of the deductions.
- e. Rutgers will provide programming for these deductions at no cost to the Union. The Union will be liable for administrative, processing and other costs incurred by Rutgers in

administering payroll deductions. Invoices will be submitted periodically to the Union by Rutgers. Payment is due within thirty (30) days after the date of invoice. Rutgers may suspend payroll deductions if payment is not made in timely fashion.

6. Grievances: The Union agrees not to file grievances on their own behalf or on behalf of any collective negotiations unit member over the validity of this Agreement, or implementation of the specific provisions of this Agreement, or procedural matters related to the Agreement, or over any other matter arising from this Agreement. The Union may raise such matters only in Labor/Management Meetings as referenced in Article V.B. of the parties' collective negotiations agreement.

7. Sole and Entire Agreement: Article XVI of the parties' collective negotiations agreement, this Agreement and the Indemnification Agreement executed simultaneously with this Agreement constitute the sole and entire agreements between Rutgers and the Union concerning payroll deductions for contributions to COPE for employees represented by PTLFC-AAUP-AFT. No other promises or agreements shall be binding on the parties unless they are in writing and signed by the parties to these agreements.

8. Effective Date: This Agreement is effective as soon as practical after the effective date of the parties' July 1, 2011- June 30, 2015 collective negotiations agreement to which this shall be an Appendix.

PART-TIME LECTURER FACULTY CHAPTER, RUTGERS COUNCIL OF AAUP CHAPTERS,
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS - AMERICAN FEDERATION OF
TEACHERS, AFL-CIO (PTLFC-AAUP-AFT)

Amy Bahruth

Date: _____

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

Sean Spinello

Date: _____

APPENDIX B

INDEMNIFICATION AGREEMENT

WHEREAS, the Part-Time Lecturer Faculty Chapter, Rutgers Council of AAUP Chapters, American Association of University Professors - American Federation of Teachers, AFL-CIO (PTLFC-AAUP-AFT) ("Union") has requested that RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY ("Rutgers") allow employees to choose to deduct from their paychecks amounts to be contributed to the AFT Committee on Political Education (COPE), a political action committee registered with the Federal Election Commission;

WHEREAS, the Union acknowledges that Rutgers has agreed to make such deductions as set forth in Article XVI of the parties' collective negotiations agreement and in Appendix A executed simultaneously herewith; and

WHEREAS, the Union acknowledges that, to the extent that Rutgers makes payroll deductions for employees who choose to make contributions to COPE, Rutgers is not in any way endorsing COPE; and

WHEREAS, Rutgers will honor valid written requests for payroll deductions to make contributions to COPE that are signed by employees represented by the Union and forward the amounts so deducted to the Union, as set forth more particularly in Appendix A, only on the condition that the Union indemnify Rutgers against any liability arising from Rutgers' participation in making these payroll deductions available;

NOW, THEREFORE, in consideration of Rutgers' and the Union's agreement that Rutgers honor valid written signed requests for payroll deductions to be made for contributions to COPE and to forward the amounts so deducted to the Union, the parties agree as follows:

1. The Union agrees, to indemnify and hold Rutgers, its governors, trustees, officers, agents, employees, representatives, successors and assigns, harmless against any and all liabilities, costs, claims, expenses, losses, judgments, attorneys' fees and interest, of any nature and without limitation, arising in whole or in part from payroll deductions for COPE by Rutgers' employees or the implementation or application of the payroll deduction program. Rutgers shall retain its right to determine its course of conduct, including but not limited to the right to select counsel and determine strategy, in any claim or action arising out of or by reason of the offering the payroll deduction to Rutgers' employees, or the implementation or application of the payroll deduction program.

2. This Indemnification Agreement also shall cover any claims or actions in connection with defending the legality of this Indemnification Agreement. Furthermore, the Union will not challenge the legality of this Indemnification Agreement or any portion thereof, nor assist any other person or entity in doing so. In the event that this Indemnification Agreement is deemed to be illegal or against public policy or otherwise unenforceable by any court or administrative agency of competent jurisdiction, the parties agree that any

obligations which Rutgers otherwise may have regarding payroll deductions for COPE under Article XVI and under Appendix A shall cease, effective immediately.

3. The Union represents and warrants that the execution and performance of this Indemnification Agreement has been duly authorized and that the officer(s) executing the Indemnification Agreement on the Union's behalf is duly authorized to do so.

4. This Indemnification Agreement shall be governed by the laws of the State of New Jersey.

PART-TIME LECTURER FACULTY CHAPTER, RUTGERS COUNCIL OF AAUP CHAPTERS,
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS - AMERICAN FEDERATION OF
TEACHERS, AFL-CIO (PTLFC-AAUP-AFT)

By: _____ Date: _____
Amy Bahruth

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

By: _____ Date: _____
Sean Spinello

APPENDIX C

JOINT COMMITTEE ON TUITION REMISSION

The PTLFC-AAUP-AFT and the University Administration shall each appoint four representatives, inclusive of a co-chair, to a Joint Committee on Tuition Remission. The Joint Committee is charged with studying the feasibility of a tuition remission benefit for members of the PTL bargaining unit. It shall be appointed and deliver its recommendations during the 2013-14 academic year.

The recommendations of the Joint Committee shall be reported to the University president and the Union president. The parties agree to enter into negotiations over any recommendations of the Joint Committee that are accepted by the University and are negotiable.

The establishment of this Joint Committee shall not preclude a mutually agreed upon implementation of a tuition remission benefit during the term of the current collective negotiations agreement.

APPENDIX D

LEGAL RESEARCH AND WRITING INSTRUCTORS

SCHOOL OF LAW – NEWARK

1. The parties agree that under the current appointment practice the current Legal Research and Writing Instructors (LWRI) at Rutgers-Newark Law School are not properly classified as Part-Time Lecturers under the terms of the Agreement.
2. The Legal Research and Writing Instructors (LWRI) of the School of Law in Newark shall be appointed for 2012-13 in the same manner as they had been appointed for 2011-12.
3. In lieu of the increases outlined in Article IV of this Agreement, they will be provided with a 2% salary increase over the salary they received in 2011-12.
4. Following ratification of this Agreement, the administration of the School of Law – Newark, the University administration, and the PTLFC Chapter of the AAUP-AFT shall work together to determine the proper classification for the LRWIs, with their input. Every effort shall be made by all parties to resolve this issue by the end of the 2012 calendar year.
5. Should this work not be completed during the 2012-13 academic year, Legal Research and Writing Instructors who are appointed for 2013-14 shall again be appointed as this category of employees was appointed for the 2011-12 academic year and receive a 2% increase in salary over the previous year. The discussions outlined in item #4 shall continue to resolution. The same shall obtain for every year of this Agreement thereafter should the parties fail to mutually resolve the status of the LRWI in the preceding academic year.

ADDENDUM REGARDING ELIGIBILITY CRITERIA FOR PARTICIPATION IN PAYROLL DEDUCTION FOR THE PAYMENT OF TERM BILL EXPENSES

Rutgers University and the Part-Time Lecturer Faculty Chapter, Rutgers Council of AAUP Chapters, American Association of University Professors – American Federation of Teachers, ALF-CIO (PTLFC-AAUP-AFT) hereby acknowledge the below eligibility criteria for participation in payroll deduction for the payment of term-bill expenses as provided for in Article XII. Neither this Addendum nor the criteria set forth below are made part of or incorporated into the Agreement between Rutgers and the PTLFC-AAUP-AFT, of which this Addendum is a part. The University will notify the PTLFC-AAUP-AFT in advance of any changes to these criteria.

In order to arrange with the Office of Student Accounting and Cashiering for an installment plan via payroll deduction for the payment of all or part of a PTL's own tuition and/or own fees, the following eligibility criteria apply:

1. The PTL must be enrolled as a student under the same social security number by which the PTL is employed by the University.
2. The PTL's net bi-weekly pay, after all other applicable deductions, must be equal to or greater than the amount of the installment payment as calculated by the Office of Student Accounting and Cashiering.