

**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, 2018 to June 30, 2022**

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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 13<sup>th</sup> day of May, 2019.

# 1 - RECOGNITION

- A. Rutgers recognizes the PTLFC-AAUP-AFT as the sole and exclusive negotiations representative for employees as defined in paragraph B. below, 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 1<sup>1</sup>. 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, preparation of letters of recommendation, and meeting students during assigned office hours.

During all semester(s), and periods between semesters, while an individual does not hold an appointment as a Part Time Lecturer, she/he is not covered under any provision of this Agreement. The provisions of this Agreement shall apply to a Part Time Lecturer only during the period of appointment as a Part Time Lecturer (other than timely filed grievances in accordance with Article 5 and except for the privileges provided for in Article 4.B. paragraphs 5, 6, and 7 and Article 6(A).

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.

- 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 equivalent<sup>2</sup>); individuals employed by law firms which have represented Rutgers or are presently representing Rutgers. Also excluded from this unit are persons employed for 50% or more of a full-time position by the State of New Jersey, whose employment by Rutgers is precluded by statute, regulation, policy or for whom Rutgers determines inclusion of such individual would create an actual conflict or appearance of a conflict. Also excluded from this unit are regularly appointed part-time faculty who do not have a 100% appointment and are paid on the

<sup>1</sup> 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 or a full course during the summer.

<sup>2</sup> 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. The PTLFC-AAUP-AFT shall not be precluded from seeking to add persons to the negotiations unit in accordance with applicable law and regulation.

faculty salary schedule as opposed to being paid on a per course basis.

#### D. Information

1. On September 30<sup>th</sup> of each year the University shall provide the PTLFC-AAUP-AFT with a list of all academic department chairpersons and deans. On September 30<sup>th</sup> of each year the PTLFC-AAUP-AFT shall provide the University with the names and departments of the PTLFC-AAUP-AFT's officers and representatives.
2. 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.
3. 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.
4. Within ten (10) calendar days from the date of hire of a negotiations unit employee, the University shall provide the following contact information to the PTLFC-AAUP-AFT in an Excel file format or other format agreed to by the PTLFC-AAUP-AFT and the University: (1) name, (2) job title, (3) worksite location, (4) home address, (5) work telephone numbers, and any home and personal cellular telephone numbers on file with the University, (6) date of hire, (7) work e-mail address and any personal e-mail address on file with the University; and (8) number of credits each PTL is assigned to teach.

#### E. Access to University Facilities

1. Representatives of the PTLFC-AAUP-AFT shall be permitted access to University property to transact official business at all reasonable times, provided that this shall not interfere with or interrupt normal University operations.
2. Access includes, but is not limited to the following: (1) the right to meet with individual negotiations unit employees on the premises of the University during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues; (2) the right to meet with newly hired negotiations unit employees, for thirty (30) minutes at a University Human Resources, Human Resources-Newark, or Human Resources-Camden new employee orientation (or a departmental new employee orientation if the PTL is not required to attend an orientation through University Human Resources) within thirty (30) calendar days from the date of hire of such negotiations unit employees; or (3) the right to meet with the newly hired PTL for thirty (30) minutes, within thirty (30) calendar days from the date of hire at an individual meeting if the employee does not attend orientation.
3. Consistent with current practice, the PTLFC-AAUP-AFT shall have the right to use the University's email system to communicate with its negotiations unit members regarding collective negotiations, the administration of collective negotiations agreement, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. The PTLFC-AAUP-AFT will comply with all policies and guidelines of the University Office of Information Technology when using the University's email system.

## **2 – PROHIBITED DISCRIMINATION AND PROHIBITED HARASSMENT**

1. All negotiations unit members are protected by and subject to University policies prohibiting discrimination, harassment, retaliation, workplace violence, sexual violence, relationship violence, stalking and related misconduct (as amended from time to time).

A negotiations unit member alleging a violation of the above-referenced policies is encouraged to contact the Office of Employment Equity (“OEE”).

2. There shall be no discrimination or harassment by the University or the PTLFC-AAUP-AFT against any member of the negotiations 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, or any legally protected status.

### **3 - 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 negotiations unit for whom the PTLFC-AAUP-AFT furnishes to the University a voluntary written authorization for such deduction, on a form acceptable to the University.

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 two weeks together with a list of names of members of the negotiations unit from whose pay such deductions have been made.

Once the PTLFC-AAUP-AFT furnishes to the University such voluntary written authorization for such deductions from a negotiations unit member, that negotiations unit member will retain that status each semester that they are employed as a member of the negotiations 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 negotiations unit member who left the negotiations 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 negotiations unit. The resumption of dues deductions shall be made as soon as practical after receipt by the University of written notice from the PTLFC-AAUP-AFT that a negotiations unit member has returned to a position covered by the recognition clause of this Agreement.

Withdrawals of unit member authorizations of the deduction of dues shall be in accordance with applicable statutes and court decisions. For purposes of withdrawals of dues deductions authorizations and this Article only, the anniversary date for PTL-AAUP-AFT negotiations unit members shall be deemed to be September 1 unless deemed to be a different date by applicable statute and/or court decisions.

- B. In the event a claim is filed by a member or former member of the negotiations unit for a return of dues deducted from the member's paycheck pursuant to this Article, the PTLFC-AAUP-AFT shall be solely responsible for the return of such dues, provided the University transmitted the dues to the PTLFC-AAUP-AFT and provided the PTLFC-AAUP-AFT or a court determines that the PTLFC-AAUP-AFT or the University is obligated to return the dues.

## 4 - SALARY PROVISIONS

A.

### 1a. Salary Minima for PTL

#### *PTLs paid by the credit*

Fall 2018	\$1,778
Fall 2019	\$1,831
Fall 2020	\$1,886
Fall 2021	\$1,933

#### *PALS Intensive and Evening programs*

Fall 2018	\$54/hr.
Fall 2019	\$55/hr.
Fall 2020	\$57/hr.
Fall 2021	\$58/hr.

#### *PALS Corporate program*

Fall 2018	\$60/hr.
Fall 2019	\$62/hr.
Fall 2020	\$63/hr.
Fall 2021	\$65/hr.

#### *Mason Gross studio PTLs (Music)*

Fall 2018	\$103/student/lesson
Fall 2019	\$106/student/lesson
Fall 2020	\$109/student/lesson
Fall 2021	\$112/student/lesson

### 1b. Across-the-Board Increase

- i. Except as set forth in subsection (ii) below, in each academic year covered by this Agreement, a unit member whose base salary is above the prevailing minima set forth in Section 1(a) above shall receive an across-the-board per credit increases as follows:

Fall 2018:	3.0%
Fall 2019:	3.0%
Fall 2020:	3.0%
Fall 2021:	2.5%

- ii. For academic year 2018-2019 only: PTLs who have completed twelve (12) semesters of bargaining-unit eligible appointments in a single department or program and who are appointed in such department or program for a subsequent semester during academic year 2018-2019 shall receive a one-time, permanent increase in the amount of five (5) percent of the PTL's then-current base salary as applicable to the courses in that department or program only unit/school only (in lieu of the across-the-board set forth in subsection i above and iii below) provided the PTL



receives a satisfactory performance evaluation(s), as described in Article 9, for each appointment at the conclusion of the twelfth semester of appointment.

iii. The across-the-board increase shall only be given once per year, either in the Fall of the academic year if the PTL is appointed to teach in the Fall, or in the Spring of the academic year if the PTL is not appointed to teach in the Fall but is appointed to teach in the Spring.

2. If an individual PTL bargaining unit member's salary rate is less than the appropriate minimum set forth in Section 1 above, the member's salary will be increased to the appropriate minimum.

3. Co-teachers shall be paid a pro-rata share of the above minima according to the division of teaching responsibilities and the number of credits for the course, but no less than the minimum per credit base salary rate for one credit, hour or student.

4. 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.

5. 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 section 4 above.

6. 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 1/14<sup>th</sup> the salary for that 14-week period; a PTL appointed for a 7-week period in accordance with the Recognition Article will receive 1/7<sup>th</sup> 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.

7. 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.

8. Nothing in this Article 4 shall be construed as a maximum or restriction on the base salary rate of an individual PTL, i.e. there is no maximum PTL salary rate.

9. PTLs may avail themselves of direct deposit of salary checks.

B. Benefits

1. 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.

2. Leave

A PTL who seeks leave as a reasonable accommodation under the American with Disabilities Act (ADA) and/or the New Jersey Law Against Discrimination (NJLAD), shall submit such a request to the Rutgers Office of Academic Labor Relations and comply with the reasonable accommodation process.

PTLs shall be eligible for paid sick leave in accordance with the New Jersey Earned Sick Leave Act.

3. Tuition Remission

A PTL may be eligible for 50% tuition remission for certain undergraduate level or graduate level courses, subject to the following provisions:

1. Courses that the PTL proposes to take must be related to the subject matter of courses that the PTL has taught or will teach, as determined by the Department Chairperson, Program Director, or designee of the hiring department;
2. The PTL shall have taught at least two semesters within two consecutive academic years at Rutgers and a minimum of twelve (12) credits in order to be eligible for this benefit. PALS PTLs shall have taught at least two semesters within two consecutive academic years at Rutgers and a minimum of twelve (12) course hours;
3. If the PTL teaches a minimum of three (3) credits – or three (3) course hours in the case of PALS PTLs – in a semester, he or she may be eligible to take no more than three (3) credits in that semester or the subsequent semester;
4. To take advantage of this benefit, the PTL must be admitted to one of the undergraduate, graduate, or professional divisions of the university (matriculated or non-matriculated);
5. The PTL's ability to take a course is subject to availability of seating in the course after the normal add/drop period for matriculated students;
6. In addition to bearing responsibility for 50 percent of tuition costs, the PTL shall be responsible for paying any fees associated with the course aside from tuition;
7. The PTL must be appointed as a Rutgers PTL as of the first day of class for the semester in which he or she is taking the course(s);
8. The PTL must meet all policies and requirements of the program offering the course, including, but not limited to, prerequisites;
9. Tuition remission is not available to PTLs enrolled in courses during Winter Session;
10. This benefit does not extend to dependent children, spouses or domestic partners.

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).

5. University ID/ University Directory

PTLs shall be issued a University ID. PTLs shall be included in the Faculty/Staff On-line Directory.

6. Motor Vehicle Registration Fee

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 shall be \$28 for the term of this Agreement. Notice of this fee will be posted in the parking office on the three campuses. PTLs shall 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.

7. Library Privileges

During the calendar 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. PTLs shall have a Rutgers email address and shall use such email address whenever corresponding by email with students, faculty and/or staff on matters relating to University business.

## 5 - 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.<sup>3</sup>

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 forty five (45) working days after the occurrence of the event which gave rise to the grievance, or within forty five (45) working days after the grievant knew, or should have known, of the occurrence of the event, but in no case beyond three (3) months after 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.

Grievances will be forwarded by the Office of Academic Labor Relations to the Department Chairperson, or equivalent, at Step 1. If the grievance arises out of an action taken by the Dean, or equivalent, the grievance will begin at Step 2. If the grievance arises out of an action taken at a level higher than the Department Chairperson, or equivalent, or the Dean, or equivalent, the grievance will begin at Step 3.

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 - Department Chair or equivalent

If a meeting is to be held, the Department Chairperson, or equivalent, or his/her designee will arrange for a meeting within ten (10) working days after the filing of the grievance. The Department Chairperson, or equivalent, or his/her designee will provide a written decision within ten (10) working days after the meeting, or within fifteen (15) working days after the filing of the grievance if there is no meeting, providing a copy to the Union and the Office of Academic Labor Relations.

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<sup>3</sup> Grievances that allege violations of Article 2 of this Agreement shall be held in abeyance for 60 calendar days if the University or grievant requests the Office of Employment Equity (OEE) to investigate the allegation(s) and/or if OEE initiates the investigation. Should the grievant refuse to participate in any ensuing OEE investigation, the related allegations in the grievance will be precluded from being processed and will be deemed denied.

Step 2 – Dean or equivalent

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, or equivalent. 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, or equivalent.

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

Step 3 – Chancellor

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 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 Chancellor.

If a meeting is to be held, the Chancellor or his/her designee will arrange for a meeting within ten (10) working days after the filing of the appeal. The Chancellor or his/her designee will provide a written decision within ten (10) working days after the meeting, or within fifteen (15) working days after the filing of the appeal if there is no meeting, providing a copy to the Department Chair or equivalent or his/her designee, the Dean or his/her designee, the Union, the Senior Vice President for Academic Affairs 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 2 Nondiscrimination, or Article 4, 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.

## 6 - 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, including the specific number of semesters as a PTL at Rutgers for each course taught. Departments shall acknowledge receipt of such notification. Departments shall compile, for each course to which PTLs may be assigned, a list of available PTLs. Where a course shall be staffed by a PTL, PTLs who have served at least ten (10) semesters as a PTL at Rutgers shall be given priority in appointment, in the department in which the PTL has served at least ten (10) semesters, over a PTL who has not served at least ten (10) semesters, in the same department as the PTL who has served at least ten (10) semesters, provided 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.

A grievance alleging a violation of 6.A may be filed by a PTL during a break in service of up to four consecutive semesters, provided the grievance is timely filed pursuant to Article 5.A.2.

- B. Departments are encouraged, where consistent with the needs of the academic program, to appoint PTLs for two or more semesters, where appropriate. In such cases departments are encouraged, where practicable, to provide information about multi-semester appointments in one appointment letter. A PTL 3, who has taught at least one course each semester (fall and spring) in the previous six (6) consecutive academic years, shall receive a letter of appointment for two semesters in one appointment letter. If a PTL receives an appointment for two semesters, the appointment to teach a course may be rescinded due to low enrollment or due to the academic or fiscal needs of the department, program or unit. Notice that an appointment to teach a course has been rescinded shall be provided pursuant to section 6.C of this Article.
- C. PTLs will be provided the following information in writing as soon as possible before the first day of class or, in the case of mitigating circumstances as soon thereafter as is feasible: title, salary (including per credit rate), 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, services associated only with the course(s), any training or orientation required by the University, the decanal unit and/or the department, and other items which the department, decanal unit or University deem necessary for a PTL to carry out her/his duties; and a statement that the position is covered by this collective negotiations agreement.

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 policies and procedures.

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.

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.

Any PTL who has taught for at least four (4) consecutive semesters or four (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 two (2) weeks 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.

#### D. Termination

A PTL may only be terminated from his or her appointment for reasons related to performance, conduct or other just cause. For purposes of this section, a course cancellation does not constitute termination. If the University terminates a PTL during the term of the PTL's appointment, the University shall provide the PTL with a written statement of the reasons and afford the PTL the opportunity to respond. In the event the University terminates the PTL's employment during the term of the appointment, such action may be grieved pursuant to Article 6. The University shall bear the burden of establishing just cause.



## 7 - 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 shall be 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 review. 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. Departments shall be encouraged to welcome PTLs at general departmental meetings or portions thereof. 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 full-time employment at the University may apply for faculty and staff positions which are posted and/or should make periodic inquiries of the department as to the availability of any full-time 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. Consistent with University policy, PTLs shall be reimbursed by their Departments for expenses associated with their course assignments, provided such expenses have been authorized.

## **8 - PERSONNEL FILES**

A. A PTL is entitled to review his/her personnel file 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 file. PTLs teaching across departments and units may have more than one personnel file.

B. A PTL who wishes to review the file should request, in writing, an appointment to review the file 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.

## 9 - EVALUATIONS/ADVANCEMENT

- I. Evaluations of PTLs (other than for advancement to PTL 2 or PTL 3 as set forth in Section II below):
  1. The Student Instructional Rating Survey (SIRS) or any successor survey shall be administered for each course taught by a PTL in a semester in which that PTL has an appointment at Rutgers.
  2. Except as provided for in paragraph 3 below, the SIRS results for every PTL shall be reviewed and signed off by the Dean or designee for units without a departmental structure, or by the Chair or designee for units with a departmental structure. One copy of the signed SIRS results shall be placed in the PTL's personnel file, with one copy forwarded by the Office of the Dean or the departmental office, as appropriate, to the PTL for each completed SIRS for that PTL.
  3.
    - a. If the evaluation results raise concerns with the Dean or designee, or the Chair or designee, as appropriate, either due to the numerical scores or the student comments, the Dean or designee, or Chair or designee, shall meet with the PTL before the end of the semester in which the PTL is teaching that class to discuss the concerns. If the PTL refuses to meet with the Dean/Chair (or designee), the University may rescind any future PTL appointments for that PTL.
    - b. On the evaluation form provided (Appendix C), the Dean or Chair, or respective designee, shall document that the discussion referenced in Paragraph 3(a) above took place and the date and substance of the discussion. The Dean or Chair, or respective designee, shall sign the form and provide it to the PTL. The PTL is afforded the opportunity to add comments regarding the discussion on the form, and shall also sign the form indicating that the PTL has received the form and has had the opportunity to add comments.
    - c. One copy of the form referenced in Paragraph 3(b) above shall be placed in the PTL's personnel file, with one copy forwarded by the Office of the Dean or the departmental office, as appropriate, to the PTL who has been evaluated.
  4. A PTL may request to meet with his/her Dean or designee, or Chair or Designee, during any semester for which the PTL has an appointment at Rutgers, to seek input on the performance of his or her duties as a PTL during that semester. Such request shall not be unreasonably denied.
  5. All PTLs who are in their first semester teaching as a PTL at Rutgers University must, in addition to being evaluated via the SIRS or successor instrument, receive a class observation by the Dean/Chair or designee for each department/unit in which the PTL is teaching for the first time at Rutgers. The Dean or Chair, or respective designee, shall document her/his evaluation of that visit on the Form attached to this contract as Appendix C, provided, one copy of which shall be placed in the PTL's personnel file, with one copy forwarded to the PTL.
  6. Departments/units may have additional PTL evaluation procedures, provided that those procedures, at a minimum, provide a level of evaluation consistent with the procedures outlined in this Article.

II. Advancement:

- A. A PTL shall be eligible for movement to PTL 2 after the PTL has completed a minimum of 12 semesters of appointments as a PTL. In order to move to a PTL 2, the PTL must do the following:
1. At the start of the 12<sup>th</sup> semester of appointment, or any semester thereafter in which the PTL receives an appointment, the PTL shall submit written notification, on a form to be provided by the Office of Academic Labor Relations (attached as Appendix D-1 or D-2, as applicable), to his/her department chair if the PTL wishes to be considered for movement to PTL 2. The PTL must have an appointment as a PTL for the semester in which they wish to be reviewed. The review will take place and be completed during the semester in which the PTL has requested to be reviewed for movement to PTL 2.
  2. Such notification must be submitted at the start of the semester, but no later than September 20 for review in the Fall and no later than February 15 for review in the Spring and will include the following information: a) a list of all courses previously and currently taught by the PTL, including Campus/Unit/Department, course title, course number, and semesters taught; (b) a teaching portfolio which will include, at a minimum, a reflective narrative of the PTLs teaching; (c) the four most recent syllabi utilized by the PTL; and (d) the two most recent exams, formal assignments or tests.
  3. The department chair(s) will schedule a class observation(s) by the department chair(s) or designee(s) for all courses being taught by the PTL during the semester in which the PTL seeks advancement to PTL 2. The department chair(s) will attempt to schedule the observation date with the PTL, but the department chair(s) shall have sole discretion to choose the class observation date.
  4. A review of the PTL's personnel file, including a review of prior evaluations/class observation(s) also shall be part of the departmental review.
  5. The chair(s) will review all materials related to the review and will make a written recommendation to the dean. The dean shall make the final decision with respect to the review and movement to PTL 2 and shall notify the PTL of the decision, in writing, no earlier than ten (10) days prior to the end of the semester and no later than twenty (20) days after the close of the semester in which the review took place. In the event that the PTL is being reviewed by department chairs overseen by different deans, the deans shall consult and reach one final decision. The Dean's decision shall be final and binding.
  6. If a PTL is denied advancement to PTL 2, at the request of the PTL, the dean/chair or his/her designee shall meet with the PTL to explain the reason for the denial and shall provide recommendations for improvement.
  7. PTLs seeking advancement to PTL 2 in Spring 2020 based on a Fall 2019 evaluation may be advanced to PTL 2 if they will have completed 12 to 23 semesters of appointment as a PTL through Fall 2019. PTLs seeking such advancement under this subparagraph shall not be required to have a classroom observation as provided for in Article 9(II)(A)(3) above.
- B. 1) A PTL shall be eligible for movement to PTL 3 after the PTL has completed a minimum of 12 semesters of appointment as a PTL 2.

- 2) Except as provided for in paragraph (B)(3) below, the same process as outlined in Section II(A)(1) – (6) above shall apply to a PTL who wishes to be considered for review to PTL 3.
- 3) PTLs seeking advancement in Spring 2020 based on a Fall 2019 evaluation, may be advanced directly to PTL 3 if they will have completed 24 or more semesters of appointment as a PTL through Fall 2019. If a PTL has not completed 24 semesters by Fall 2019, the PTL must first seek advancement to PTL 2 before seeking advancement to PTL 3. However, the PTL shall not be required to complete 12 additional semesters before seeking advancement to PTL 3. Rather, the PTL shall become eligible to seek advancement to PTL 3 after completing a total of 24 semesters. PTLs seeking such advancement under this subparagraph shall not be required to have a classroom observation as provided for in Article 9(II)(A)(3) above.
- 4) Notwithstanding the provisions of paragraph A above, a PTL shall not receive credit for prior appointments towards movement to PTL 2/PTL 3 if the PTL has not taught as a PTL in the preceding three consecutive academic years. In such instances, the number of appointments credited towards movement to PTL 2/PTL 3 shall start over with any subsequent appointment as a PTL. Any PTL who has moved to PTL 2/PTL 3 shall revert to PTL for any PTL appointment following three consecutive academic years with no PTL appointment.
- 5) Upon successful review, the PTL shall be designated a PTL 2 (or PTL 3 where applicable) for all appointments in the semester following the semester in which the review for designation as PTL 2 or PTL 3 occurred. The PTL 2 or PTL 3 designation shall apply to all courses the individual is subsequently appointed to teach. Upon appointment as a PTL 2 or PTL 3, the PTL 2/PTL 3 shall receive a one-time permanent salary increase in the amount of nine percent (9.0%) for movement to PTL 2 and another nine percent (9.0%) for movement to PTL 3, if applicable, of the PTL's base salary that she/he received during the semester in which the review occurred unless the PTL 2/PTL 3 received the 5% increase pursuant to Article 4, paragraph 1b.ii. during academic year 2018-2019. In such case, the PTL 2/PTL 3 shall receive a one-time permanent salary increase in the amount of four percent (4.0%) if advancing to PTL 2 (or 13% if advancing directly to PTL 3). If, however, the PTL is teaching a course for the first time in the semester in which the PTL commences appointment as PTL 2 (or PTL 3), that department shall set the PTL's initial salary for that course at 9.0% (or 18.0%, in the case of a PTL 3) above the then applicable PTL salary minimum.
- 6) Departments/units may have additional PTL evaluation procedures, provided that those procedures, at a minimum, provide a level of evaluation consistent with the procedures outlined in this Article.
- 7) Any PTL evaluation and/or designation as PTL 2 or PTL 3 provided for in this Article, or pursuant to a departmental evaluation procedure, does not commit the University to make future appointments of that PTL.
- 8) This Article shall take effect in the semester following ratification, but no earlier than the fall 2019 semester.

## **10 - 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.

## 11 - 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 of \$75,000 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, and shall then be submitted to the Dean for approval. Only applications that are approved by the Dean may be submitted to the Center for Teaching Advancement and Assessment Research for consideration. The entire \$75,000 must be awarded in any given year, except if any funds remain from the \$75,000 allocated for Fiscal Year 2019, those remaining funds shall be allocated equally among the three remaining Fiscal Years of this Agreement. 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.

## **12 - MAINTENANCE OF STANDARDS**

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



## **13 – 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.

## **14 – 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.

# 15 - 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, 2022.

**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**



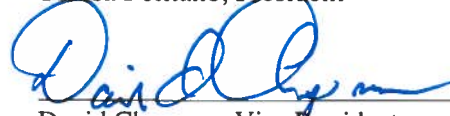
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Lisa Bonick



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Teresa Politano, President



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Nancy Carvalho



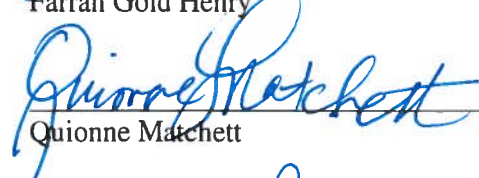
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David Chapman, Vice President



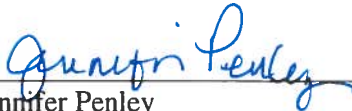
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Farrah Gold Henry



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Quionne Matchett



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Jennifer Penley



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Karen Stubaus

**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 5.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: \_\_\_\_\_  
Amy Bahruth

Date: \_\_\_\_\_

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

By: \_\_\_\_\_  
Sean Spinello

Date: \_\_\_\_\_

**APPENDIX C**  
**EVALUATION REVIEW FORM FOR PART-TIME LECTURERS**<sup>4</sup>

This form shall be completed during each semester for which the PTL has an appointment. PTLs who are in their first semester teaching as a PTL at Rutgers University must receive a class observation, in addition to being evaluated via the SIRS or successor instrument. Sections A and B to be completed by the PTL. Sections C and D to be completed by Dean or Chair or designee(s).

**Section A – PTL Information**

PTL's Name/Title \_\_\_\_\_ Date \_\_\_\_\_

Unit/Department \_\_\_\_\_ Campus \_\_\_\_\_

If teaching across multiple units/departments, please provide additional information below:

Unit/Department \_\_\_\_\_ Campus \_\_\_\_\_

Semester of Review \_\_\_\_\_

**Section B – Course Information**

Courses Taught in the Semester Indicated Above

Unit/Department	Campus	Course Number	Course Title	Credits

Is the employee in his/her first semester as a PTL?  Yes  No

**Section C – Class Observation (required for first time PTLs)**

Date of Class observation \_\_\_\_\_

Title of Course Visited \_\_\_\_\_

\_\_\_\_\_

<sup>4</sup> Departments/units may have additional PTL evaluation procedures, provided that those procedures, at a minimum, provide a level of evaluation consistent with the procedures outlined in Article 9.

Name of Observer \_\_\_\_\_

**Attach a copy of the Class Observation Report**

**Section D – SIRS Evaluation Review by Dean or Chair or the designee of the Dean or Chair**

The Dean or Chair or the designee of the Dean or Chair has reviewed the SIRS results. Do the evaluation results (the numerical scores and/or student comments) raise a concern with the Dean or Chair or the designee of the Dean or Chair?

\_\_\_\_ Yes                      \_\_\_\_ No

If yes, a meeting with the PTL is required to discuss any concerns.

Is a meeting with the PTL required to discuss concerns and/or student complaints?

\_\_\_\_ Yes                      \_\_\_\_ No

If Yes, indicate date of meeting and provide summary of discussion.

Date of Meeting \_\_\_\_\_

Summary:

\_\_\_\_\_  
Dean/Chair or designee Signature

\_\_\_\_\_  
Date

PTL's response, if any:

By signing below, the PTL certifies that the PTL received a copy of the form and was provided an opportunity to respond to the comments of the Dean/Chair or designee. The PTL further certifies that the information provided by the PTL in Sections A and B above are accurate.

\_\_\_\_\_  
Signature of Part-Time Lecturer

\_\_\_\_\_  
Date

C: PTL  
Personnel file

**APPENDIX D-1**  
**PART-TIME LECTURER EVALUATION FOR ADVANCEMENT FORM<sup>5</sup>**

PTLs who wish to be considered for advancement must complete Section I of this Form and submit it along with the supporting documentation outlined in Section II no later than September 20 for review in the Fall and no later than February 15 for review in the Spring.

**I. PTL Information**

Name \_\_\_\_\_

Date \_\_\_\_\_

Unit/Department \_\_\_\_\_  
\_\_\_\_\_

Campus \_\_\_\_\_

If teaching across multiple units/departments, please provide additional information below:

Unit/Department \_\_\_\_\_ Campus \_\_\_\_\_

Number of prior semesters of appointment taught as a PTL \_\_\_\_\_

Consideration for Advancement to \_\_\_ PTL 2 or \_\_\_ PTL 3

**II. Supporting Documentation**

*Please attach the following:*

- A chronological list of all semesters of appointment as a PTL (in the case of application for advancement to PTL 3, a chronological list of all semesters of appointment since advancement to PTL 2) and the course(s) taught in each semester, including courses currently being taught as a PTL. Include campus/unit/department, course number and course title;
- Teaching portfolio including, at a minimum, a reflective narrative of the PTL's teaching;
- Four most recent syllabi;
- Two most recent exams, formal assignments or tests; and
- Any additional material that the PTL wishes to be considered in the evaluation.

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<sup>5</sup> Departments/units may have additional PTL evaluation procedures, provided that those procedures, at a minimum, provide a level of evaluation consistent with the procedures outlined in Article 9.



**V – Dean’s Recommendation**

The Dean shall make the final decision with respect to the review and movement to PTL 2 or PTL 3 and shall notify the PTL of the decision, in writing, no earlier than ten (10) days prior to the end of the semester and no later than twenty (20) days after the close of the semester in which the review took place.

Dean’s Commentary:

Dean’s Recommendation (check the appropriate terms):

Recommends Advancement to  PTL 2                       PTL 3

Does Not Recommend Advancement

\_\_\_\_\_  
Dean’s Signature

\_\_\_\_\_  
Date

C:     PTL  
      Personnel File

**APPENDIX D-2**  
**PART-TIME LECTURER EVALUATION FOR ADVANCEMENT SHORT FORM**  
**FOR SPRING 2020 ONLY**

PTLs who wish to be considered for advancement for Spring 2020 only, must complete Section I of this Form and submit it along with the supporting documentation outlined in Section II no later than September 20, 2019. This Short Form shall be used only for: a) PTLs who have taught as a PTL for twelve (12) to twenty-three (23) semesters through the Fall 2019 semester and who request to be considered for advancement to PTL 2 beginning in the Spring 2020 semester; or b) PTLs who have taught as a PTL for twenty-four (24) or more semesters through the Fall 2019 semester and who request to be considered for advancement to PTL 3 beginning in the Spring 2020 semester. For those PTLs eligible for Advancement to PTL 2 or PTL 3 in the Spring 2020 semester only, a class observation, pursuant to Article 9, is not required in order to qualify for that advancement.

**I. PTL Information**

Name \_\_\_\_\_

Date \_\_\_\_\_

Unit/Department \_\_\_\_\_  
\_\_\_\_\_

Campus \_\_\_\_\_

If teaching across multiple units/departments, please provide additional information below:

Unit/Department \_\_\_\_\_ Campus \_\_\_\_\_

Number of prior semesters of appointment taught as a PTL \_\_\_\_

Consideration for Advancement to \_\_\_\_ PTL 2 or \_\_\_\_ PTL 3

**II. Supporting Documentation**

*Please attach the following:*

- A chronological list of all semesters of appointment as a PTL and the course(s) taught in each semester, including courses currently being taught as a PTL. Include campus/unit/department, course number and course title;
- Teaching portfolio including, at a minimum, a reflective narrative of the PTL's teaching;
- Four most recent syllabi;
- Two most recent exams, formal assignments or tests; and
- Any additional material that the PTL wishes to be considered in the evaluation.



\_\_\_\_\_  
Part-Time Lecturer Signature

\_\_\_\_\_  
Date

### **III. Prior Evaluations**

**To be completed by the Department Chair:**

Date(s) of Prior Departmental Evaluation(s): \_\_\_\_\_

Method of Evaluation(s) e.g., SIRS, Class observation, etc.

\_\_\_\_\_  
Summary of Prior Evaluation(s):

If no prior evaluation, please provide an evaluation:

**IV - Department Chair's Recommendation**

By signing below, the Chair certifies that she/he has reviewed the PTL's personnel file, including a review of prior evaluations and class observations (if any).

Chair's Recommendation: (check the appropriate terms):

Recommends Advancement to  PTL 2  PTL 3  
 Does Not Recommend Advancement

\_\_\_\_\_  
Department Chair Signature

\_\_\_\_\_  
Date

**V – Dean's Recommendation**

The Dean shall make the final decision with respect to the review and movement to PTL 2 or PTL 3 and shall notify the PTL of the decision, in writing, no earlier than ten (10) days prior to the end of the Fall 2019 semester and no later than twenty (20) days after the close of the Fall 2019 semester.

Dean's Commentary:

Dean's Recommendation (check the appropriate terms):

Recommends Advancement to  PTL 2  PTL 3  
 Does Not Recommend Advancement

\_\_\_\_\_  
Dean's Signature

\_\_\_\_\_  
Date

C: PTL  
Personnel File

## **ADDENDUM REGARDING ELIGIBILITY CRITERIA 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 4. 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.