

**University's Bundled Proposals**  
**November 2, 2015**

**1. New Article – Academic Freedom**

The parties agree to withdraw their respective proposals on Academic Freedom.

**2. Article I – Recognition – University's Final Proposal of 10/26/15**

- Elimination of waiting period for bargaining unit eligibility.
- PALS PTLs included in the unit when teaching full course during the summer.
- Additional reporting responsibility, i.e. names of all bargaining unit members and number of credits taught.

**3. Article IV – Salary:**

- New contract language providing a permanent 5.0% increase to a PTL's base salary after twelve semesters of service in that department/program.
- New language expressly stating that "there is no maximum PTL salary rate."
- Three-year contract through June 30, 2018.

**4. Article VI – Appointment**

- New language regarding appointment letters

**5. Article IX – Health Benefits Committee – University's counter-proposal of 11/2/15.**

**6. Article XI – Professional Development – University's Final Proposal of 11/2/15**

- Increase in amount of fund - from \$20,000.00 to \$60,000.00.
- New language that the entire amount of the fund must be awarded each year.

**7. Article XII – Miscellaneous – University's Final Proposal of 10/26/15**

- Retain annual motor vehicle registration fee at \$25 for term of Agreement.

**8. Appendix C – Joint Committee on Tuition Remission – University's Final Proposal of 11/2/15**

9. **New Appendix – Joint Committee on Performance Evaluations – University’s Final Proposal of 11/2/15**

- Establishment of a committee to discuss and make recommendations regarding a performance evaluation and career advancement program.
- A recommendation shall be considered reportable if it is supported by two thirds of the membership of the Joint Committee.

10. **Tentative Agreements**

- Article III – Dues
- Article V – Grievance Procedure
  - Extension of initial filing deadline from thirty to forty-five days
- Article VII – Department Provisions

11. Upon ratification of this collective negotiation agreement, the Union agrees to notify the New Jersey Public Employment Relations Commission (PERC) that it requests to withdraw the unfair practice charge bearing PERC Docket No. CO-2014-259 and requests that PERC dismiss the pending Complaint with prejudice related to that unfair practice charge. Further, to the extent PERC schedules anything related to this matter prior to ratification, the parties agree to request that PERC stay any proceedings in this matter during the ratification process.

12. Any other articles not addressed herein remain *status quo*. All other proposals not addressed herein are withdrawn.

Karen R. Stutas 11/2/15 [Signature] 11/2/15  
For University For PTLFC-AAUP-AFT

## 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 1<sup>1</sup>. ~~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.<sup>2</sup>

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 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;

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<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> ~~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.~~

Department of Agriculture was omitted from PTLFC 9/14/15 proposal but should remain in the article. Immigration and Naturalization Service is now the Department of Homeland Security.

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“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>3</sup>); 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~~ **Office of the Secretary 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 and Senior Services  
~~Department of Personnel~~ **Civil Service Commission**  
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  
Environmental Protection Agency  
~~Immigration and Naturalization Service~~ **Department of Homeland Security**  
~~Legislature~~ **Congress**

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.

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<sup>3</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.

Department of Agriculture was omitted from PTLFC 9/14/15 proposal but should remain in the article. Immigration and Naturalization Service is now the Department of Homeland Security.

- 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.
- E. **Within twenty (20) working days of June 30 each year, the University shall provide the PTLFC-AAUP-AFT with a list (in Excel Format) of all PTLs in the bargaining unit together with the number of credits each PTL is assigned to teach.**

## 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.~~
- e. ~~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.e., 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.e., 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.e., 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.e., 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.e., 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.e., 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.~~

**1a. Salary Minima**

*PTLs paid by the credit*

Fall 2015	\$1642
Fall 2016	\$1684
Fall 2017	\$1726

*PALS Intensive and Evening programs*

Fall 2015	\$48.00/hr.	\$50/hr.	LB
Fall 2016	\$49.00/hr.	\$50/hr.	
Fall 2017	\$50.00/hr.	\$52/hr.	

*PALS Corporate program*

Fall 2015	\$53.00/hr.	\$55/hr.	LB
Fall 2016	\$54.00/hr.	\$56/hr.	
Fall 2017	\$55.00/hr.	\$58/hr.	

*Mason Gross studio PTLs*

Fall 2015	\$370/student
Fall 2016	\$386/student
Fall 2017	\$401/student

**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 increase as follows:

Fall 2015: 2.0%  
Fall 2016: 2.0 %  
Fall 2017: 2.125%

- ii. Effective July 1, 2016, PTLs who have completed twelve (12) semesters of bargaining-unit eligible appointment in a single department or program and who are appointed in such department or program for a subsequent



**semester 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, in lieu of the across-the-board set forth in subsection i above and iii below.**

- 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. 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. 2. 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. Section 1 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. 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.~~

~~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. 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.~~

~~2. Nothing in this provision shall be construed as a maximum or restriction on the base salary rate of an individual PTL.~~

~~D. 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 item C above.~~

~~E. 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 1/7th 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.~~ 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.
- ~~G.~~ 8. Nothing in this Article IV 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.**
- ~~H.~~ 9. PTLs may avail themselves of direct deposit of salary checks.

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**The University makes the following proposal without prejudice to any argument it has raised in PERC Docket No. CO-2014-259. The parties understand and agree that this proposal has no evidentiary value and shall not be admissible as evidence in PERC Docket No. CO-2014-259. This proposal does not alter or amend the position the University has taken, or will take, in any proceedings in PERC Docket No. CO-2014-259.**

## **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, **including the specific number of semesters as a PTL at Rutgers for each course taught.** 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. **In such cases departments are encouraged, where practicable, to provide information about the consecutive appointments in one appointment letter.**
- 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 **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, 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~~, **services associated only with the course(s), any training or orientation required by the University, the decanal unit and/or the department, and other information items** which the department, decanal unit or University may deem necessary for a PTL to carry out her/his duties.

**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.**

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**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.

- 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.

## IX - HEALTH BENEFITS COMMITTEE

The PTLFC-AAUP-AFT and the Administration shall establish a committee of no more than six members from the union and six members from the Administration to discuss issues related to health insurance and PTLs.

*↳ to explore wellness and preventive care options for PTLs.*

## 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~~ **\$60,000.00** 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, **and shall then be submitted to the Dean for approval.** Only applications that are ~~endorsed by the Department Chairperson or Program Director~~ **approved by the Dean** 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~~ **\$50,000.00 if it determines there are not sufficient meritorious proposals warranting funding.** **The entire \$60,000.00 must be awarded in any given year.** 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.

**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.**

## 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. **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.**
- 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~~ **2016 \$25; 2017 \$25; 2018 \$25; 2019 \$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 or separately, **access to a list of all PTLs' email addresses where such information exists.**
- F. ~~Every attempt shall be made to include~~ **PTLs shall be included** in the Faculty/Staff On-line Directory.
- G. The University shall annually, on September 30<sup>th</sup>, provide the PTLFC-AAUP-AFT with a list of all academic department chairpersons and deans. The PTLFC-AAUP-AFT shall annually, on September 30<sup>th</sup> 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.<sup>1</sup>~~

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<sup>1</sup> Provision to be moved to Article VI as previously agreed by the parties.



## **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 \_\_

### JOINT COMMITTEE ON PERFORMANCE EVALUATIONS

The PTLFC-AAUP-AFT and the University Administration shall each appoint six representatives, inclusive of a co-chair, to a Joint Committee on Performance Evaluations and Career Advancement. The Joint Committee is charged with studying the feasibility of a performance evaluation and career advancement program for members of the PTL bargaining unit. The Joint Committee shall be appointed and deliver its recommendations no later than the end of the 2016-2017 academic year. ~~The scope of the committee's work shall be broad enough to consider reappointment, promotion, length of appointments and titles.~~

The recommendations of the Joint Committee shall be reported to the Senior Vice President for Academic Affairs and the President of the PTLFC-AAUP-AFT. A recommendation shall be considered reportable if it is supported by two-thirds of the membership of the Joint Committee. 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 performance evaluation program during the term of the 2015-2019 collective negotiations agreement.~~

**Tentative Agreement – April 29, 2015**

Language to be deleted is indicated in ~~strikethrough~~

Language to be added is indicated in **bold**

### **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~~ **two** 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.

**Tentative Agreement – April 29, 2015**

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Language to be added is indicated in **bold**

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.

 4/29/15

For Rutgers University

 4/29/15

For PTLFC-AAUP

## 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 **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 ~~the subsequent semester in which~~ **six (6) 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.

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, **the Director or equivalent** 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 **at a level higher than** the Department Chairperson, **the Director or equivalent**, or the Dean, the grievance will begin at Step 3. If a meeting is to be held, the **Department Chairperson, the Director 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, the Director 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 Dean, the **Senior** Vice President for

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**bold** = Rutgers proposed insertion

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Academic Affairs, **the** 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 **with a copy to the Senior Vice President for Academic Affairs.**

If a meeting is to be held, the **Dean or his/her designee** will arrange for a meeting within ten (10) working days after **the** filing of the appeal. The **Dean 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 the Director or equivalent or his/her designee**, the **Senior** Vice President for Academic Affairs, **the** 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 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 **Senior** Vice President for Academic Affairs **and 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 the Director 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 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

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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.

For the PTLFC-AAUP-AFT:

For Rutgers University:

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Patrick Nowlan

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Karen R. Stubaus

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## 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~~ **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 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. **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 ~~regular~~ **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 ~~regular~~ **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. PTLs shall be reimbursed by their Departments for expenses associated with their course assignments, provided such expenses have been authorized.



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- 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.~~<sup>1</sup>

For the PTLFC-AAUP-AFT

For Rutgers University

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Teresa Politano, President

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Karen R. Stubaus

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<sup>1</sup> Provision to be moved to Article VI as previously agreed by the parties