

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, 2003 to June 30, 2007

TABLE OF CONTENTS

<u>AGREEMENT</u>	1
<u>II - NONDISCRIMINATION</u>	3
<u>III - DEDUCTION OF PROFESSIONAL DUES</u>	3
<u>IV - SALARY PROVISIONS</u>	4
<u>V - GRIEVANCE PROCEDURE AND LABOR/MANAGEMENT MEETINGS</u>	8
<u>VI - APPOINTMENT</u>	11
<u>VII - DEPARTMENT PROVISIONS</u>	12
<u>VIII - PERSONNEL FILES</u>	13
<u>IX – HEALTH AND PENSION BENEFITS COMMITTEE</u>	13
<u>X - HEALTH AND SAFETY</u>	13
<u>XI - PROFESSIONAL DEVELOPMENT</u>	14
<u>XII - MISCELLANEOUS</u>	14
<u>XIV - MAINTENANCE OF STANDARDS</u>	15

AGREEMENT

This Agreement between Rutgers, The State University, and the PART-TIME LECTURER FACULTY CHAPTER is made and entered on this ____ day of ____, 2004.

I - RECOGNITION

- A. Rutgers recognizes the PTLFC-AAUP as the sole and exclusive negotiations representative for employees as defined in paragraph 2. 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 1,¹ 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 (including a laboratory course) or to teach a recitation section for a full semester or equivalent as defined in footnote 1., and who performs services associated only with that course, such as preparation of syllabus, grading examinations and papers, and meeting students during assigned office hours.²

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 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

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

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

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 is employment during the summer; "Visiting Faculty;"³ "Coadjutants," (for purposes of this agreement, a Coadjutant is an individual who does not teach a full course for a full semester or equivalent⁴); 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 range/step salary scale as opposed to being paid on a per course basis; and persons employed for 50% or more of a full-time position by:

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

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

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

- Department of Education
- Department of Agriculture
- Department of Justice
- Judiciary
- Department of Labor
- EEOC

³ Part-time visiting faculty appointments occupying some portion or the entirety of any type of a University line are, under current University policy, limited to a maximum of three years. Nothing herein shall be construed to give rise to an obligation to negotiate with regard to individuals not included in the negotiations unit.

⁴ 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.

IRS
Department of Health and Human Services
State Department
Attorney General's Office
Environmental Protection Agency
Immigration and Naturalization Service
Legislature

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

- D. Effective August 22, 1991, the title "Visiting Part-Time Lecturer" was changed to "Part Time Lecturer."

II - NONDISCRIMINATION

There shall be no discrimination by Rutgers or the PTLFC-AAUP against any member of the bargaining unit because of race, creed, color, sex, religion, age, marital status, nationality, disability, status as a Vietnam-era Veteran or disabled Veteran, sexual orientation, or membership or non-membership in or activity on behalf of or in opposition to PTLFC-AAUP.

III - DEDUCTION OF PROFESSIONAL DUES

- A. Rutgers agrees to deduct dues bi-weekly from each PTL receiving a bi-weekly paycheck who furnishes a voluntary written authorization for such deduction on a form acceptable to Rutgers. Each member may cancel such authorization by giving written notice of such cancellation to the PTLFC-AAUP. It shall be the responsibility of the PTLFC-AAUP to transmit such withdrawals of authorization to the University. Dues shall be in such an amount as may be certified to Rutgers by PTLFC-AAUP from time to time, and at least thirty (30) days prior to the date on which deduction of dues is to be made. Dues shall be submitted to PTLFC-AAUP every four weeks together with a list of the names of members from whose pay such deductions were made.
- B. All bargaining unit members who are not members of the PTLFC-AAUP authorizing dues deduction shall have deducted from their salaries and forwarded to the PTLFC-AAUP a representation fee equal to 85% of the amount of dues once the PTLFC-AAUP 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 in the same manner and at the same time as the PTLFC-AAUP dues. The PTLFC-AAUP shall pay one-time programming costs associated with deduction of representation fees.

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

IV - SALARY PROVISIONS

A. Minimum Base Salaries

1. Increases to the minimum

- a. Effective September 1, 2003, the minimum base salary rate will be \$850 per credit except for courses involving “N” credits in Academic Foundations in Newark and in the PALS program. Hourly rates for instruction in the PALS program shall be \$33.50 per hour for the Intensive and Evening programs and \$38.50 per hour for the Corporate Program. For PTLs teaching Academic Foundations courses in Newark, the minimum will be \$780 per class period. A minimum base salary rate of \$1,100 per credit will apply to all PTLs who have served at least 30 semesters on September 1.
- b. Effective September 1, 2004, the minimum base salary rate will be \$1000 per credit except for courses involving “N” credits in Academic Foundations in Newark and in the PALS program. Hourly rates for instruction in the PALS program shall be \$34.50 per hour for the Intensive and Evening programs and \$39.50 per hour for the Corporate Program. For PTLs teaching Academic Foundations courses in Newark, the minimum will be \$917 per class period. A minimum base salary rate of \$1,100 per credit will apply to all PTLs who have served at least 30 semesters on September 1.
- c. Effective September 1, 2005, the minimum base salary rate will be \$1100 per credit except for courses involving “N” credits in Academic Foundations in Newark and in the PALS program. Hourly rates for instruction in the PALS program shall be \$35.50 per hour for the Intensive and Evening programs and \$40.50 per hour for the Corporate Program. For PTLs teaching Academic Foundations courses in Newark, the minimum will be \$1010 per class period.
- d. Effective September 1, 2006, the minimum base salary rate will be \$1200 per credit except for courses involving “N” credits in Academic Foundations in Newark and in the PALS program. Hourly rates for instruction in the PALS program shall be \$36.50 per hour for the Intensive and Evening programs and \$41.50 per hour for the Corporate Program. For PTLs teaching Academic Foundations courses in Newark, the minimum will be \$1100 per class period.

Increases to the minimum shall apply to PTLs teaching Academic Foundations courses in Newark per class period rather than per credit.

2. If, as of the above dates, an individual PTL bargaining unit member's salary rate is less than the appropriate minimum set forth above, the member's salary will be increased to the appropriate minimum.
3. 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.
4. An individual PTLFC-AAUP bargaining unit member who taught as a PTL in the previous academic year who is paid other than by the credit or by an hourly rate shall receive the following increases to his/her base salary rate:

Effective September 1, 2004:	17.65%
Effective September 1, 2005:	10.00%
Effective September 1, 2006:	9.09%

B. Additional Increases

1. Across-the-Board

- a. Effective September 1, 2004, a PTL who taught as a PTL in the previous academic year, including those teaching courses in Academic Foundations in Newark but excluding those in PALS, will receive a \$25 per credit (\$25 per course period for Academic Foundations PTLs) increase to their base salary rate unless the PTL received an increase to the new minimum set forth above, or the department had already appointed the PTL at an equivalent amount above the previous course salary. PTLs in PALS who taught as PTLs in PALS in the previous academic year will receive a \$.50 per hour across-the-board increase.
- b. Effective January 1, 2005, a PTL who taught as a PTL in Spring semester, 2004, or Fall semester, 2004, including those teaching courses in Academic Foundations in Newark but excluding those in PALS, will receive a \$25 per credit (\$25 per course period for Academic Foundations PTLs) increase to their base salary rate unless the PTL received an increase to the new minimum set forth above, or the department had already appointed the PTL at an equivalent amount above the previous course salary. PTLs in PALS who taught as PTLs in PALS in the Spring semester, 2004, or Fall semester, 2004, will receive a \$.50 per hour across-the-board increase.
- c. Effective September 1, 2005, a PTL who taught as a PTL in the previous academic year, including those teaching courses in Academic Foundations in Newark but excluding those in PALS, will receive a \$30 per credit (\$30 per

course period for Academic Foundations PTLs) increase to their base salary rate unless the PTL received an increase to the new minimum set forth above, or the department had already appointed the PTL at an equivalent amount above the previous course salary. PTLs in PALS who taught as PTLs in PALS in the previous academic year will receive a \$.50 per hour across-the-board increase.

- d. Effective January 1, 2006, a PTL who taught as a PTL in Spring semester, 2005, or Fall semester, 2005, including those teaching courses in Academic Foundations in Newark but excluding those in PALS, will receive a \$30 per credit (\$30 per course period for Academic Foundations PTLs) increase to their base salary rate unless the PTL received an increase to the new minimum set forth above, or the department had already appointed the PTL at an equivalent amount above the previous course salary. PTLs in PALS who taught as PTLs in PALS in the Spring semester, 2005, or Fall semester, 2005, will receive a \$.50 per hour across-the-board increase.
- e. Effective September 1, 2006, a PTL who taught as a PTL in the previous academic year, including those teaching courses in Academic Foundations in Newark but excluding those in PALS, will receive a \$35 per credit (\$35 per course period for Academic Foundations PTLs) increase to their base salary rate unless the PTL received an increase to the new minimum set forth above, or the department had already appointed the PTL at an equivalent amount above the previous course salary. PTLs in PALS who taught as PTLs in PALS in the previous academic year will receive a \$.50 per hour across-the-board increase.
- f. Effective January 1, 2007, a PTL who taught as a PTL in Spring semester, 2006, or Fall semester, 2006, including those teaching courses in Academic Foundations in Newark but excluding those in PALS, will receive a \$35 per credit (\$35 per course period for Academic Foundations PTLs) increase to their base salary rate unless the PTL received an increase to the new minimum set forth above, or the department had already appointed the PTL at an equivalent amount above the previous course salary. PTLs in PALS who taught as PTLs in PALS in the Spring semester, 2006, or Fall semester, 2006, will receive a \$.50 per hour across-the-board increase.

2. Service Adjustments

A “Service Adjustment” is a one-time increase to an individual PTL’s base salary rate upon attaining a prescribed term of service as a PTL at Rutgers. Once attained, the increase remains in the base salary rate and there is no further Service Adjustment until the next level of service is attained. Service Adjustments are as follows:

Effective September 1, 2004: PTLs who have served at least 8 semesters on September 1 will receive a \$35 per credit increase to their base salary rates; PTLs who have served at least 12 semesters on September 1 will receive a \$75 per credit increase to their base salary rates; PTLs who have served at least 20 semesters on September 1 will receive a \$100 per credit increase to their base salary rates.

Any discrepancies regarding the length of service of an individual PTL may be addressed in writing to the Office of Labor Relations with a copy to the PTLFC-AAUP.

- C. 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.
- D.
 - 1. In the case of all salary increases provided for in this Article IV -- increases to the minimum, across-the-board increases, service adjustments, and special circumstances -- a PTL will receive only the one increase that results in the highest salary rate for that PTL for that semester. That is, the increases in this Article IV will not be aggregated in any given semester.
 - 2. Nothing in this provision shall be construed as a maximum or restriction on the base salary rate of an individual PTL.
- E. 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.
- F. If, through no fault of the PTL, a course is canceled within seven (7) days after the date on which the class began or was scheduled to begin, 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 12-week period will receive 1/12th the salary for that 12-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.

- G. 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

\$600 per 3-credit course. 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.

- H. Nothing in this Article IV shall be construed as a maximum or restriction on the base salary rate of an individual PTL.
- I. PTLs may avail themselves of direct deposit of salary checks.

V - GRIEVANCE PROCEDURE AND LABOR/MANAGEMENT MEETINGS

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 normally will proceed from the Department Chairperson to the Dean to the Provost,⁵ as set forth in a) below. Paragraph b) sets forth the procedure when the grievance will be addressed outside the academic area. In either case, the grievance initially will be presented within twenty (20) working days after the occurrence of the event which gave rise to the grievance, or within twenty (20) working days after the grievant knew, or should have known, of the occurrence of the event, but in no case beyond the subsequent semester in which the event occurred. The grievance will be presented on a form acceptable to the University.

At each step, if the Hearing Representative believes a meeting is necessary, or if the grievant has requested a meeting in the written appeal, the Hearing Representative will arrange for a meeting.

⁵ For purposes of this article, the role of the former New Brunswick Provost is assumed by the University Vice President for Academic Affairs or his/her designee.

a. Grievances Arising Within a Provost's Jurisdiction

Step 1 Grievances are presented initially to the Department Chairperson at Step 1. If the grievance arises out of an action taken by the Dean, the grievance will begin at Step 2. The Step 1 Representative will give a written answer within ten (10) working days after receipt of the grievance. If a meeting is to be held, the Step 1 Representative will arrange for such meeting within five (5) working days after receipt of the grievance. The Step 1 Representative will give a written answer to the grievant within ten (10) working days after such meeting with a copy to the Union, the Dean, and the Office of Labor Relations.

Step 2 If the grievant is not satisfied with the Step 1 decision, the grievant may within five (5) working days after receipt of the Step 1 answer appeal the decision to the Dean. The appeal will be presented on a form acceptable to the University, and a copy of the appeal shall be provided to the Department Chair, the Dean, the Provost, and the Office of Labor Relations.

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

Step 3 If the grievant is not satisfied with the Step 2 decision, the grievant may file the grievance at Step 3 by presenting, within ten (10) working days after receipt of the Step 2 answer, the grievance and the Step 2 answer to the Provost with a copy to the Step 2 Representative and to the Office of Labor Relations. If a meeting is to be held, the Hearing Representative will arrange for a meeting within ten (10) working days after receipt of the grievance. The Hearing Representative will provide a written answer to the grievant within ten (10) working days after the meeting with a copy to the Dean, the Union, and the Office of Labor Relations.

b. Grievances Arising Outside a Provost's Jurisdiction

Step 1 Step 1 grievances will be presented to the individual whose action precipitated the grievance and who has authority to effect a remedy. The Step 1 Representative will give a written answer within ten (10) working days after receipt of the grievance. If a meeting is to be held, the Step 1 Representative will arrange for such meeting within five (5) working days after receipt of the grievance. The Step 1 Representative will give a written answer to the grievant within ten (10) working days after such meeting with a copy to the Union and to the Office of Labor Relations.

Step 2 If the grievant is not satisfied with the Step 1 decision, the grievant may within five (5) working days after receipt of the Step 1 answer appeal the decision to

the next level of authority over the Step 1 Hearing Representative. The appeal will be presented on a form acceptable to the University, and a copy of the appeal shall be provided to the Step 1 Representative, the Union, and the Office of Labor Relations.

If a meeting is to be held, the Hearing Representative will arrange for a meeting within ten (10) working days after receipt of the grievance. The Hearing Representative will provide a written decision within ten (10) working days after the meeting, or within fifteen (15) working days after receipt of the appeal if there is no meeting, providing a copy to the Step 1 Representative, the Union and the Office of Labor Relations.

Step 3 If the grievant is not satisfied with the Step 2 decision, the grievant may file the grievance at Step 3 by presenting, within five (5) working days after receipt of the Step 2 answer, the grievance and the Step 2 answer to the Vice President for Administration & Associate Treasurer or his/her designee or successor with a copy to the Step 2 Representative and to the Office of Labor Relations. If a meeting is to be held, the Step 3 Hearing Representative will arrange for a meeting within ten (10) working days after receipt of the grievance. The Hearing Representative will provide a written answer to the grievant within ten (10) working days after the meeting with a copy to the Union and the Office of Labor Relations.

3. Step 4 Arbitration Applicable to Both 2 a. and 2 b. Grievances

If the PTLFC-AAUP 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 may, within fifteen (15) working days of receipt of the Step 3 answer, submit the grievance to arbitration, with a copy to the Office of Labor Relations. Arbitration shall be advisory in all areas except for those grievances in which a PTL alleges a violation of Article IV, Salary Provisions, in which case arbitration shall be binding.

Rutgers and the PTLFC-AAUP 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.

This Step 4 provision shall expire on June 30, 2007. Grievances filed prior to this expiration date may continue.

4. 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.

5. "Working days" as used in this provision shall mean all days on which University offices are officially open for business.

B. Labor/Management Meetings

A Labor/Management Meeting is a meeting between the Union and an appropriate representative of Rutgers 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 called by either party by sending to the Office of Labor Relations the issues to be discussed. These meetings shall take place at a mutually convenient time and place. Arrangements will be made by OLR.

VI - APPOINTMENT

- A. PTLs who are available for employment in a particular semester may submit a written notification of availability to the department in which they wish to be employed. Departments shall acknowledge receipt of such notification and compile, for each course to which PTLs may be assigned, a list of available PTLs with PTLs who have served at least twelve (12) semesters as a PTL at Rutgers given priority in appointment over a PTL who has not served at least twelve (12) 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. When fiscal constraints necessitate the appointment of a PTL with less than twelve (12) semesters of service as a PTL at Rutgers, rather than a PTL with at least twelve (12) semesters of such service, that shall not occur 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.
- C. At the sole discretion of the University, a PTL may be given an appointment for the following semester after the publication of the Demand Rosters.
- D. PTLs will be provided the following information in writing: title, salary, department, the period for which the appointment is effective, course(s) assigned, approximate number of students which she/he is expected to teach in the section for which she/he is hired, duties attendant to the course assignment, and other information which the department may deem necessary for a PTL to carry out her/his duties. Dean's offices or departments are encouraged to give a letter of appointment to a PTL at the time the PTL is offered employment for the semester in question. Departments will make an effort to advise, by the end of the Spring semester, those PTLs who will be recommended for appointment for

the Fall semester. Departments will make an effort to advise, by the end of the Fall semester, those PTLs who will be recommended for appointment for the Spring semester.

- E. Any PTL who has taught for at least 6 consecutive semesters, or 6 consecutive years, and who is not appointed shall be given written notice specifying the reasons for this action, with a copy provided to the PTLFC-AAUP.

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

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

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

VIII - PERSONNEL FILES

A PTL is entitled to review his/her official personnel file if one exists, or official personnel materials if a separate file does not exist; such file or materials will be maintained either in the dean's office or in the departmental office. Upon request, the department shall advise a PTL of the location of such official file or materials. A PTL who wishes to review the file or materials should request, in writing, an appointment to review the file or materials during normal office hours and shall be entitled to copy any materials therein at a cost, if any, usually assessed by the relevant Department or dean's office for such copying. A PTL may respond to any documents that may be contained in the file, and may add to the file documents which pertain to his/her PTL employment at Rutgers.

IX – HEALTH AND PENSION BENEFITS COMMITTEE

A Committee shall be established, composed of up to five representatives of the Administration and up to five representatives of the PTLFC-AAUP, to investigate the feasibility of providing health care insurance coverage to PTLs, either through the New Jersey State Health Benefits Plan or an alternative program. This committee shall work diligently beginning with ratification and aim to present a report with recommendations to both parties within three to six months. The relative portions of the insurance premiums and administrative costs paid by the Administration or the PTLFC-AAUP shall be negotiated. This committee shall also investigate the feasibility of making alternative pension options available to PTLs.

X - HEALTH AND SAFETY

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

unsafe, the PTL will not be required to teach at that site until the University declares the site to be safe.

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

XI - PROFESSIONAL DEVELOPMENT

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.

Rutgers will provide a Professional Activities Fund, in the amount of \$5,000.00 for Academic Year 05-06, and \$5,000.00 for Academic Year 06-07, for use by PTLs in connection with and related to their professional activities at Rutgers. The Fund will be administered by the University's Research Council.

XII - MISCELLANEOUS

- A. During the year in which a PTL has an appointment, the PTL will be granted full library privileges accorded to University faculty and staff.
- B. The current annual motor vehicle registration fee for PTLs wishing to register their vehicles for the use of surface campus parking facilities shall be the same \$18.00 (eighteen dollars) on all campuses, New Brunswick, Newark, and Camden regardless of bargaining unit status. 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 in accordance with rules prescribed by the parking offices. Payroll deductions for parking fees will be pre-tax deductions in accordance with necessary procedures. Those PTLs who have been sent appointment letters shall be sent forms in the mail to register vehicles for the next year.
- C. The PTLFC-AAUP 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 may use the University's Duplicating and Mailing services following University procedures and pay structures.
- E. The PTLFC-AAUP 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.

- F. The University shall provide the PTLFC-AAUP, either within the database each term or separately, a list of all PTLs' email addresses where such information exists.
- G. Every attempt shall be made to include PTLs in the Faculty/Staff Directory. In every year in which the Directory is produced Rutgers will provide the PTLFC-AAUP with thirty five (35) copies of the Directory.
- H. The University shall annually, on September 30th, provide the PTLFC-AAUP with a list of all department chairpersons and deans. The PTLFC-AAUP shall annually, on September 30th, provide the University with the names and departments of the PTLFC-AAUP's officers and representatives.
- I. 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 Division of Student Accounting, Billing, Cashiering & Collections ("Division") 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 Division (See Addendum).
- J. The University shall provide in writing to PTLs, when appointed, a list of University websites related to obtaining identification cards, parking permits, and all available benefits.

XIII – PENSION BENEFITS

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

XIV - MAINTENANCE OF STANDARDS

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

XV - TERM OF AGREEMENT

This Agreement shall be effective upon ratification by the PTLFC-AAUP membership, and shall be implemented as soon as possible after ratification. This Agreement shall remain in effect until June 30, 2007

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

**PART-TIME LECTURER
FACULTY CHAPTER
RUTGERS COUNCIL OF
AAUP CHAPTERS**

Sandra L. Russell

Jeff Kosten

Harry M. Agnostak

Karen Thompson

Jeff Maschi

Sibyl Cohen

Jennifer E. Walker

Amy Bahruth

Karen R. Stubaus

Harvey Braverman

Gerald E. Warshaver

Mike Slott

Barbara A. Lemanski

Ratna Karmaker

**SIDE BAR 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**

In consideration of the mutual promises and undertakings contained herein, the undersigned parties agree that the Collective Negotiation Agreement between Rutgers University ("University") and the Part-Time Lecturer Faculty Chapter, Rutgers Council of the American Association of University Professors Chapters ("PTLFC/AAUP"), effective July 1, 1999, to June 30, 2003, is hereby amended as follows:

1. The University and the PTLFC/AAUP agree that the following provisions set forth in Article VI, A., shall be effective regarding appointments made for the Fall, 2000, semester and for each subsequent semester in this Collective Negotiation Agreement:

....with PTLs who have served at least twelve (12) semesters as a PTL at Rutgers given priority in appointment over a PTL who has not served at least twelve (12) 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. When fiscal constraints necessitate the appointment of a PTL with less than twelve (12) semesters of service as a PTL at Rutgers, rather than a PTL with at least twelve (12) semesters of such service, that shall not occur unless there are also educational reasons to do so.

The PTLFC/AAUP therefore promises that it will neither grieve nor make any claim whatsoever on behalf of any PTLFC/AAUP member on the basis that any PTLFC/AAUP member is entitled to the priority regarding any appointment set forth above for any semester prior to Fall, 2000.

/s/ Karen R. Stubaus
RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

Date: 4/13/00

/s/ Sibyl L. Cohen
PART-TIME LECTURER FACULTY CHAPTER, RUTGERS COUNCIL, AAUP

Date: 4/13/00

ADDENDUM

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

In order to arrange with the Division of Student Accounting, Billing, Cashiering & Collections (the "Division") 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 Division.