Memorandum of Agreement

This Memorandum of Agreement ("Agreement") is made between Rutgers, The State University ("University") and the Part-Time Lecturer Faculty Chapter – Rutgers Council of the American Association of University Professors Chapters, American Association of University Professors – American Federation of Teachers, AFL-CIO ("Union"). The University and the Union are collectively referred to in this Agreement as "the parties".

The parties hereby agree as follows in the resolution of the collective negotiations related to a successor agreement to the parties' July 1, 2018 to June 30, 2022 collective negotiations agreement ("Expired CNA"). All proposals presented by the parties during negotiations for the July 1, 2022 to June 30, 2026 collective negotiations agreement ("Successor CNA") and not expressly agreed to as reflected in this Agreement are deemed to be withdrawn. All information requests presented by the Union relating to negotiations for the Successor CNA are deemed to be withdrawn. The terms of the Successor CNA, inclusive of the attached, are subject to ratification by the Union.

a. Article 1 – Recognition: maintain current contract language, as modified by (w) below.
c. Article 3 – Deduction of Professional Dues: maintain current contract language.
d. Article 4 – Salary: University’s April 26, 2023 (8:48 pm) proposal revising the University’s April 20, 2023 proposal (attached as document 1).
e. Article 5 – Grievance Procedure: University’s March 31, 2023 proposal (attached as document 2).
f. Article 6 – Appointment: University’s April 14, 2023 (revised 3:00 p.m.) proposal (attached as document 3), as modified by (w) below.
g. Article 7 – Department Provisions: University’s March 31, 2023 proposal (attached as document 4).
h. Article 8 – Personnel Files: University’s March 9, 2023 proposal (attached as document 5).
i. Article 9 – Advancement: University April 26, 2023 Response to Union’s April 26, 2023 Proposal requesting to modify the University’s April 9, 2023 proposal previously agreed upon by the parties (attached as document 6), as modified by (w) below.
j. Article 10 – Health and Safety: Discussions to continue at CRU table.
k. Article 11 – Professional Development: University’s February 23, 2023 proposal (attached as document 7).
l. Article 12 – Evaluations: University’s April 13, 2023 proposal (attached as document 8).
m. Article 13 – Labor/Management Meetings: maintain current contract language.
n. Article 14 – Political Check-Off: maintain current contract language.
o. Article 15 – Term of Agreement: current contract language will be updated as follows: replace “June 30, 2022” with “June 30, 2026.”
q. Appendix A - Agreement Concerning Payroll Deductions for Contributions to Committee on Political Education ("COPE"): maintain current contract language.

r. Appendix B - Indemnification Agreement: maintain current contract language.

s. Appendix C – Evaluation Review Form for PTLs: to be updated.

t. Appendix D-1 - PTL Evaluation for Advancement Form: to be updated.

u. Addendum re: Eligibility Criteria Participation in Payroll Deduction for Payment of Term Bill: maintain current contract language.

v. MOA re: Health Benefits: Discussions to continue at CRU table.

w. References to “unit member” and “negotiations unit member” in Articles 1, 6 and 9 shall be changed to “Lecturer,” which title shall become effective for appointments in the semester following ratification.

For Rutgers, The State University

[Signature] 5/1/23

Date

For the Part-Time Lecturer Faculty Chapter – Rutgers Council of the American Association of University Professors Chapters, American Association of University Professors – American Federation of Teachers, AFL-CIO

[Signature] 5/1/23

Date

[Signature] 5/1/23
DOCUMENT 1
A.

1a. Salary Minima for negotiations unit members

i. Negotiations unit members paid by the credit

Fall 2022 $2,510
Fall 2023 $2,596
Fall 2024 $2,685
Fall 2025 $2,777

For illustrative purposes, a level 1 negotiations unit member teaching a three-credit course during FY25, FY24, FY23 and FY22, shall be paid the following minimum salaries:

Fall 2022 $7,530
Fall 2023 $7,788
Fall 2024 $8,055
Fall 2025 $8,331

ii. Mason Gross studio PTLs (Music)

Fall 2022 $140/student/lesson
Fall 2023 $150/student/lesson
Fall 2024 $155/student/lesson
Fall 2025 $160/student/lesson

1b. Across-the-Board Increase

i. Except as set forth in subsection (ii) below, in each academic year covered by this Agreement, negotiations unit members whose base salary is above the prevailing minima set forth in paragraph 1(a) above shall receive an across-the-board per credit increase as follows:
Fall 2022: 3.75%
Fall 2023: 10%
Fall 2024: 3.75%
Fall 2025: 3.5%

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

2. Adjunct Professors teaching lab, studio or other courses that are not paid on a standard per-course basis, shall be compensated based on the number of hours the course meets. Each hour shall be compensated at the per credit rate. For example, if a course meets for two hours the Adjunct Professor shall be paid for two credits.

2. If an individual negotiations unit member’s salary rate is less than the appropriate minimum set forth in A above, the member’s salary will be increased to the greater of the minimum salary or the applicable across-the-board increase in paragraph 1b above to the appropriate minimum.

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

4. An individual negotiations unit member may be paid above their 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 is warranted, it will inform the negotiations unit member in writing of the special circumstances at the time of appointment. Nothing in this Article 4 shall be construed as a maximum or restriction on the base salary rate of an individual negotiations unit member i.e. there is no maximum negotiations unit member salary rate.

5. An individual who was employed as a negotiations unit member in one semester, including the semester of employment prior to ratification, who is offered employment as a negotiations unit member during the term of this Agreement, will not be offered a salary less than they received in the earlier semester, unless the negotiations unit member is appointed to teach a significantly different course, or unless the negotiations unit member had been paid above their base salary rate due to special circumstances as provided in section 4 above.

6. If, through no fault of the negotiations unit member, a course is canceled within ten (10) days before the date on which the class was scheduled to begin, or ten (10) days after the date on which the class began, and the University determines not to
reassign the negotiations unit member to another course, the negotiations unit member will receive 1/16th of the salary for the semester.

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

7. If the official course enrollment, that is the enrollment at the conclusion of the drop/add period, exceeds the “approximate enrollment” cap contained in the appointment letter, or by 33-1/3% or 25 students, whichever is lower, the negotiations unit members shall receive a salary supplement of $200 per credit.

This supplement shall not apply if the excess enrollment is due to the negotiations unit member giving a special permission number(s) to a student(s) for enrollment in the course, unless the negotiations unit member was expressly directed to do so by the department.

8. Negotiations unit members shall receive direct deposit of salary checks.

C. Benefits

1. Pension Benefits

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

2. Leave

A negotiations unit member who seeks leave as a reasonable accommodation under the Americans with Disabilities Act (ADA) and/or the New Jersey Law Against Discrimination (NJLAD), shall submit such a request to the Rutgers Office of Employment Equity or through OneSource and comply with the reasonable accommodation process.

A negotiations unit member shall be eligible for paid sick leave in accordance with the New Jersey Earned Sick Leave Act.

A negotiations unit member who takes leave shall not lose seniority or other job security protections.

3. Tuition Remission
Subject to the following provisions, an Adjunct Professor level 2 and above may be eligible for full tuition remission for up to two courses per semester for any courses offered by the University.

All other Adjunct Professors. A negotiations unit member may be eligible for 50% tuition remission for certain undergraduate level or graduate level courses, subject to the following provisions:

1. Courses that the negotiations unit member proposes to take must be related to the subject matter of courses that the negotiations unit member has taught or will teach, as determined by the Department Chairperson, Program Director, or designee of the hiring department;

2. The negotiations unit member 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. The determination of eligibility for negotiations unit members submitting their request during the Fall semester is based upon review of the immediately preceding two academic years. The determination of eligibility for negotiations unit members submitting their request during the Spring semester is based upon review of the immediately preceding Fall semester and the academic year preceding such Fall semester.

3. If the negotiations unit member teaches a minimum of three (3) credits in a semester, they 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 negotiations unit member must be admitted to one of the undergraduate, graduate, or professional divisions of the university (matriculated or non-matriculated);

5. The negotiations unit member’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 negotiations unit member shall be responsible for paying any fees associated with the course aside from tuition;

7. The negotiations unit member 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 negotiations unit member 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 negotiations unit members enrolled in courses during Winter Session;

10. This benefit does not extend to dependent children, spouses or domestic partners.

Negotiations unit members may utilize available pre-tax payroll deductions to the extent provided for in the University regulations and permitted by law. If eligible, a negotiations unit member having a term bill for their own tuition and/or their 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).

4. University ID/University Directory

Negotiations unit members shall be issued a University ID. Negotiations unit members shall be included in the Faculty/Staff Online Directory.

5. Motor Vehicle Registration Fee

The annual motor vehicle registration fee for negotiations unit members wishing to register their vehicles for the use of surface campus parking facilities shall be the same on all campuses, New Brunswick, Newark, and Camden. The annual motor vehicle registration fee shall be $25 for the term of this Agreement. Negotiations unit members shall be offered online registration of their vehicle in accordance with rules prescribed by the parking offices.

6. Library and Recreational Privileges

During the calendar year in which a negotiations unit member has an appointment, the negotiations unit member 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 negotiations unit member’s family members. Negotiations unit members 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.

7. Health Insurance Benefits

a. Negotiations unit members, who are not enrolled in the SHBP, shall be eligible to enroll in the Rutgers University Graduate Fellows Student Health Insurance Plan or its successor plan, at no cost.
DOCUMENT 2
March 31, 2023 University Proposal in response to 3-13-2023 Union Proposal Article 5

Key: Text in yellow highlight is language reinserted by the University. All other text is language agreed to by the parties.

5 GRIEVANCE PROCEDURE

A. Grievance Procedure

1. A grievance may be brought only alleging (1) a breach, misinterpretation or improper application of the terms of this Agreement; or (2) misinterpretation, misapplication or violation of University Policies which intimately and directly relate to a negotiations unit member’s wages, hours, or mandatorily negotiable terms and conditions of employment; or (3) to challenge unjust discipline imposed on a negotiations unit member during the semester in which they are employed. A grievance may not claim a violation of a provision of this Agreement which specifies it is not grievable. A grievance must conform to the provisions set forth below.

The grievance shall contain a detailed statement of the facts surrounding the grievance; shall specify the provision of this Agreement alleged to have been violated, misapplied or misinterpreted, or the University policy alleged to have been violated, misapplied or misinterpreted, which relates to a negotiations unit member’s wages, hours, or other mandatorily negotiable terms and conditions of employment; and shall specify the relief sought.

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 University 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 reasonably have known, of the occurrence of the event, but in no case beyond three (3) months after the event occurred. The grievance will be presented on a form acceptable to the University and forwarded by the Office of University Labor Relations to the representative at the appropriate level of review as set forth below.

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

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1 Discipline is the formal imposition of a penalty in response to alleged wrongdoing by a member of the negotiations unit.

2 Grievances that allege violations of Article 2 of this Agreement shall be held in abeyance for 60 calendar days if the University or grievant requests the Office of Employment Equity (OEE) to investigate the allegation(s) and/or if OEE initiates the investigation. Should the grievant refuse to participate in any ensuing OEE investigation, the related allegations in the grievance will be precluded from being processed and will be deemed denied. Consistent with the University Discrimination, Harassment, Workplace Violence, and Retaliation Complaint Process: Complaints Against University Employees and Third Parties (amended on [date to be inserted]), if OEE investigates the grievant’s allegations and the grievant participates in the OEE investigation, OEE will provide the grievant with OEE’s letter of determination and supporting investigation report.
March 31, 2023 University Proposal in response to 3-13-2023 Union Proposal Article 5

at a level higher than the Department Chairperson, or equivalent, or the Dean, or equivalent, the grievance will begin at Step 3.

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

**Step 1 – Department Chair or equivalent**
If a meeting is to be held, the Department Chairperson, or equivalent, or his/her designee will arrange for a meeting within fifteen (15) working days after the filing of the grievance. The Department Chairperson, or equivalent, or his/her designee will provide a written decision within fifteen (15) working days after the meeting, or within twenty (20) working days after the filing of the grievance if there is no meeting, providing a copy to the Union and the Office of University Labor Relations.

**Step 2 – Dean or equivalent**
If the grievant is not satisfied with the Step 1 decision, the grievant may within twenty (20) working days after receipt of the Step 1 decision file an appeal with the Office of University Labor Relations that appeals the Step 1 decision to the Dean, or equivalent. The appeal will be presented on a form acceptable to the University, include the grievance and Step 1 decision, and set forth the basis for the appeal. The appeal will be forwarded by the Office of University Labor Relations to the Dean, or equivalent.

If a meeting is to be held, the Dean, or equivalent, or his/her designee will arrange for a meeting within fifteen (15) working days after the filing of the appeal. The Dean, or equivalent, or his/her designee will provide a written decision within fifteen (15) working days after the meeting, or within twenty (20) working days after the filing of the appeal if there is no meeting, providing a copy to the Department Chair or equivalent or his/her designee, the Union, and the Office of University Labor Relations.

**Step 3 – Chancellor**
If the grievant is not satisfied with the Step 2 decision, the grievant may within twenty (20) working days after receipt of the Step 2 decision file an appeal with the Office of University 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 University Labor Relations to the Chancellor.

If a meeting is to be held, the Chancellor or his/her designee will arrange for a meeting within fifteen (15) working days after the filing of the appeal. The Chancellor or his/her designee will provide a written decision within fifteen (15) working days after the meeting, or within twenty (20) working days after the filing of the appeal if there is no meeting, providing a copy to the Department Chair or equivalent or his/her designee, the Dean or his/her designee, the Union, the Executive Vice President for Academic Affairs and the Office of University Labor Relations.
March 31, 2023 University Proposal in response to 3-13-2023 Union Proposal Article 5

Step 4. If the PTLFC-AAUP-AFT is not satisfied with the decision at Step 3, and the grievance claims (1) a breach, misinterpretation or improper application of the terms of this Agreement; (2) misinterpretation, misapplication or violation of University Policy which intimately and directly affects a negotiations unit member’s wages, hours, or other mandatorily negotiable terms and conditions of employment; or (3) unjust discipline imposed on a negotiations unit member during the semester in which they are employed, the PTLFC-AAUP-AFT may, within twenty (20) working days of receipt of the Step 3 decision, submit the grievance to arbitration, with a copy to the Office of University Labor Relations. Arbitration shall be binding on the PTLFC-AAUP-AFT, the grievant(s), and the University with respect to all grievances that allege a violation of the terms of this Agreement and that involve mandatory subjects of negotiations and unjust discipline or termination. In the case of a grievance submitted to arbitration which challenges termination of the negotiations unit member, the arbitrator’s remedy shall be limited to compensating the negotiations unit member for salary lost from the effective date of termination through the end of the appointment from which the negotiations unit member was terminated. Arbitration shall be advisory for all other grievances.

A pool of six professional arbitrators, jointly agreed to by the University and the PTLFC-AAUP-AFT, shall be established for the duration of this Agreement except that twelve months after the establishment of the pool either of the parties may reopen negotiations about the membership of the pool. If any grievances are pending arbitration at the time of a request to reopen negotiations, they shall be scheduled utilizing rotation of the pool as it exists at the time of the request. The PTLFC-AAUP-AFT and the University shall utilize a selection procedure that ensures both rotation in the use of the arbitrators and random assignment of grievances to arbitrators.

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 relating to a negotiations unit member’s mandatorily negotiable 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 negotiations unit member’s mandatorily negotiable terms and conditions of employment.

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

On behalf of the AAUP-AFT

On behalf of the University

Dated: 5/1/23

Dated: 5/1/23

5/1/23

5/1/23
DOCUMENT 3
A. Terms of Appointment

1. Appointments

   a. A unit member shall receive a letter of appointment as a Unit Member Level 1, 2, 3, or 5 for a minimum term of one semester for the course(s) specified.

   b. Effective Fall 2024, a unit member who has taught at least 12 credits or more, per academic year including summer sessions as a PTL, PTL 2 or PTL 3 or Unit Member Level 1, 2, 3, 4 or 5 full-time faculty member who had no performance related issues related to their service as a full-time faculty member in the same department or school at Rutgers in the previous two consecutive academic years or a Unit Member 2 who has taught 6 credits or more per academic year in the same department or school at Rutgers in the previous two consecutive academic years shall receive a letter of appointment as a unit member for two semesters (including Fall and Spring and/or Summer of the same academic year) for a minimum of twelve (12) credits or for at least as many credits as the unit member taught during the preceding calendar academic year, whichever is greater, unless otherwise mutually agreed upon, in writing, by the chair and unit member.

   c. Effective Fall 2024 a unit member who has taught at least 6 credits or more, per academic year as a PTL, PTL 2 or PTL 3 or Unit Member Level 1, 2, 3, 4 or 5 in the same department or school at Rutgers in the previous twelve (12) consecutive academic years shall receive a letter of appointment as a unit member for four semesters (Fall and Spring of the same academic year for the first two semesters of the appointment and Fall and Spring of the next academic year for the next two semesters of the appointment) for a minimum of six (6) credits for each academic year of the appointment or for at least as many credits as the unit member taught during the preceding academic year, whichever is greater, unless otherwise mutually agreed upon, in writing, by the chair and unit member.

   d. Those unit members who have qualified for multi-semester appointments due exclusively to teaching during Fall and Spring semesters, shall not have multi-semester appointments requiring teaching during the Summer semesters.
d. Effective Fall 2023, a unit member who has advanced to Unit Member Levels 2, 3, 4 or 5 and who has taught 6 credits or more per academic year in the same department or school at Rutgers in the previous two consecutive academic years shall receive a letter of appointment as a unit member for three two semesters (including Fall and Spring and/or Summer of the same academic year) for a minimum of six (6) credits or for at least as many credits as the unit member taught during the preceding academic year, whichever is greater, unless otherwise mutually agreed upon, in writing, by the chair and unit member, credits for at least as many credits as the unit member taught during the preceding calendar year, unless otherwise mutually agreed upon, in writing, by the chair and unit member.

d1. A one- or two- or three-semester appointment as a Unit Member Level 1, 2, 3, 4 or 5 may be modified for good cause, including poor performance, termination or material modification of the entire program, low enrollment, curricula changes or other programmatic changes requiring the cancellation of a course. Changes in student enrollment in the program or changes in the needs of the department. If a course that a Unit Member with an appointment of two semesters is scheduled to teach is canceled due to low enrollment, the Unit Member shall be offered the opportunity to teach an alternate course for which they are qualified to teach, if available.

B. Appointment Terms

1. Semester appointments for the Fall begin on September 1 and end on January 31. Semester appointments for the Spring begin on February 1 and end on June 30.

2. If the unit member does not wish to accept subsequent appointments, the unit member shall notify the department or unit in writing at least three (3) weeks prior to the start of the Fall or Spring semester.

C. Appointment Letters

1. An appointment letter for a unit member appointed to teach beginning at the start of the Fall semester must be provided to the unit member no later than July 1st. An appointment letter for a unit member appointed to teach beginning at the start of the Spring semester must be provided to the unit member no later than December 1st. An appointment may be modified per section A.1 above. Appointment letters may be issued after July 1st and December 1st due to unexpected enrollment, an unforeseen vacancy, a unit member declining an appointment per Section B.2 above or academic needs of the department, program or unit.

2. The University will send a written communication to all schools and units reminding them that appointment letters for unit members must be issued by no later than July 1 for the Fall Semester and December 1 for Spring semester on June 20, June 25, November 20 and November 25 of each academic year at a minimum;
if any of these dates fall on a weekend or holiday, the written communication will be sent on the next business day.

3. Letters of appointment and reappointment shall include at least the following: (1) salary (including per credit rate); (2) title; (3) effective dates and term of appointment; (4) notification date for reappointment, if applicable; (5) estimated number of students expected to enroll; (6) notice that the position is covered by the collective negotiations agreement between the PTLFC-AAUP-AFT and the University ("CNA"), and the link/URL to the CNA; (7) the unit member's responsibilities; (8) any training or orientation required by the University, the unit and/or department; and (9) information on evaluations.

4. Appointment letters shall be provided to unit members and to the PTLFC-AAUP-AFT. The purpose of the letter of appointment is to advise a unit member of the terms of their appointment. The terms set forth in the appointment letter are not subject to challenge through the grievance procedure. Alleged violations of the terms of appointment letters and provisions of this Article may be grieved.

D. Priority in Appointment

1. Unit members who have served at least ten (10) semesters as a PTL or Unit Member Level 1, 2, 3, 4 or 5 at Rutgers in the same department or school shall be given priority consideration in appointment as a unit member in the department in which the unit member has served at least ten (10) semesters, over a unit member who has not served at least ten (10) semesters, in the same department as the unit member who has served at least ten (10) semesters in the same department, provided the appointment meets the academic and fiscal needs of the department, program and/or unit.

2. Qualified unit members with the greatest years of service in the department shall be considered for appointment to new courses in the same department over other unit members in the department with fewer years of service provided that the ultimate decision as to who should teach the course remains within the sole discretion of the department.

E. Filling Full-time Vacancies

Unit Members shall be notified of full-time non-tenure track (NTT) faculty vacancies that become available during the term of their appointment(s) in the departments in which they hold unit member appointments. In filling vacant full-time NTT positions, the University shall interview qualified unit members who apply for the vacant position, satisfy all qualifications of the position and have taught as a unit member for a minimum of 10 semesters.

F. Termination
A unit member shall only be terminated from their appointment for reasons related to performance, conduct or other just cause. For purposes of this section, a cause cancellation does not constitute termination. If the University terminates a unit member during the term of their appointment, the University shall provide the unit member with a written statement of the reasons and afford the unit member the opportunity to respond. In the event the University terminates the unit member’s employment during the term of the appointment, such action may be grieved pursuant to Article 5. The University shall bear the burden of establishing just cause.

G. Reappointment

1. Notice of Non-Reappointment

   Effective Fall 2024, all unit members with appointments of at least two semesters as a unit member must be given notice of non-reappointment, or of intention not to recommend reappointment at least sixty (60) days prior to the expiration of the semester.

2. Standard for Non-Reappointment

   Reappointment shall be based on the continuing need for the position, availability of funding, and a positive formal evaluation conducted pursuant to Article 12.\(^2\)

\(^2\)If an evaluation is not conducted pursuant to Article 12, the unit member shall not be non-reappointed based on a lack of an evaluation.
March 31, 2023 University Proposal to 3-31-2023 Union Proposal Article 7

Key: Underlined and bolded text denotes an addition to 3-2-2023 University proposal
Struck through text denotes deletions from 3-2-2023 University proposal
March 31, 2023 University changes shown in yellow highlighting

7 - DEPARTMENT PROVISIONS

A. Where possible, departments which employ negotiations unit members shall identify space, for negotiations unit members (hereinafter "unit members") to perform the duties associated with their appointment, including but not limited to, space for unit members to engage in confidential communications with their students. If a unit member believes that an alternative space within the resources of the department would be more effective in meeting with students, they should discuss that alternative space (or other space to perform the duties associated with their appointment) the matter with the department chairperson. Where possible, departments shall provide negotiations unit members with access to (1) a telephone, computer, copier and printer, and similar office equipment available to other faculty, for work directly pertaining to the teaching and administration of the unit member’s course, and (2) secure storage for storing student exams, grades, and other materials related to the performance of their duties, or advise the negotiations unit member of the locations at the University where such resources are available. In addition, where possible, departments shall make good faith efforts to identify space for unit members to prepare for courses and engage in other activities pertaining to their duties at the University.

B. Departments shall advise unit members of the campus location where their mail, notices, student work, messages, and other communications will be available, where possible and consistent with departmental practice. Departments shall be encouraged to consider unit members 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 unit members for review. Copies of such records will be made available to unit members in accordance with Departmental policies.

D. Where the department specifies the texts that are to be used in a course for which a unit member 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 unit member by the publisher.

E. Where possible and consistent 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 unit members.

F. Departments shall be encouraged to welcome unit members 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 unit members employed by that department, such unit members will be notified in writing of such policies or procedures.
March 31, 2023 University Response to 3-31-2023 Union counter to 3-2-2023 University Proposal Article 7

G. Unit members who are interested in full-time employment at the University may apply for faculty and staff positions which are posted and/or should make periodic inquiries of the department as to the availability of any full-time faculty positions.

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

H. If, due to being assigned to an evening class, a unit member encounters difficulty in teaching because of a lack of classroom, mail, or telephone access, the unit member should bring the problem to the attention of the department. If the problem is unresolved, the unit member should bring it to the dean’s attention in a written memo.

I. Consistent with University policy, unit members shall be reimbursed by their Departments for expenses associated with their course assignments, provided such expenses have been authorized.
DOCUMENT 5
March 9, 2023 University Proposal in response to 3-2-20223 PTLFC Proposal Article 8

Key:  Text in bold and strike is new language proposed by the PTLFC and rejected by the University.
      Text in yellow highlight is new language proposed by the University.
      All other text is agreed upon by the parties.

8 - PERSONNEL FILES

A.  A unit member is entitled to review their personnel file maintained either in the dean’s office or in the departmental office. The contents of the unit member’s personnel file shall include evaluations and documents submitted by the unit member and placed in their file at their request. Upon request, the department shall advise a unit member of the location of such file. Unit members teaching across departments and units may have more than one personnel file. Unit members shall be notified of documents placed in their personnel file alleging misconduct; violations of policies and procedures governing unit member conduct; and negative inadequate performance.

B.  A unit member who wishes to review their file should request, in writing, an appointment to review their file during normal office hours (and may be accompanied by an advisor of their own choice) and shall be entitled to copy any materials therein at a cost, if any, usually assessed by the relevant Department or dean’s office for such copying. A unit member may respond to any documents that may be contained in the file. Unit members may add to the file documents which pertain to their employment at Rutgers, including responses by unit members to documents contained in their file provided the unit member makes an explicit request to the Department or dean’s office that it be placed in the unit member’s official personnel file.

On behalf of the AAUP-AFT

[Signature]
Dated: 5/1/23

On behalf of the University

[Signature]
Dated: 5/1/23
Article 9 – Advancement

I. Unit Member Titles

1. Unit Member Level 1
2. Unit Member Level 2
3. Unit Member Level 3
4. Unit Member Level 4
5. Unit Member Level 5

II. Advancement

1. Advancement shall be based on: a) a review of a unit member’s teaching service; and b) the number of semesters or the number of credits a unit member has taught at the University.

Semesters or credits taught by a unit member at the University as a unit member of the Rutgers Winter/Summer negotiations unit ("WSI Unit Member") during the Summer session term\(^1\), and as a full-time faculty member at Rutgers, shall be counted towards the credit and semester thresholds.

2. A unit members shall be eligible for movement to Unit Member Level 2 after the unit member has completed a minimum of 10 semesters of appointments as a Unit Member Level 1 (formerly PTL), a WSI Unit Member (Summer session appointments only) or full-time faculty member at Rutgers or at least 54 credits at Rutgers, whichever comes sooner. In order to move to a Unit Member Level 2, the unit member must do the following:

   a. At the start of the 10th semester of appointment, or any semester thereafter in which the unit member receives an appointment as a Unit Member Level 1 (formerly PTL), the unit member shall submit written notification, on Appendix D-1, to their Chair if the unit member wishes to be considered for movement to Unit Member Level 2. The unit member must have an appointment as a Unit Member Level 1 (formerly PTL) for the semester in which they wish to move.

\(^1\) Unit members will receive one semester worth of credit regardless of the number of sessions they teach during the Summer Session term.
to be reviewed. The review will take place and be completed during the semester in which the unit member has requested to be reviewed for movement to Unit Member Level 2.

b. Such notification must be submitted at the start of the semester, but no later than October 1 for review in the Fall and no later than March 1 for review in the Spring and will include the following information: a) a list of all courses previously and currently taught by the unit member, including Campus/Unit/Department, course title, course number, and semesters taught; (b) a teaching portfolio which will include, at a minimum, a reflective narrative of the unit member’s teaching; (c) the four most recent syllabi utilized by the unit member; and (d) the two most recent exams, formal assignments or tests.

c. The Chair(s) or designee(s) will schedule a class observation(s) by the Chair(s) or designee(s) for one of the courses being taught by the unit member during the semester in which the unit member seeks advancement to Unit Member Level 2. The Chair will attempt to schedule the observation date with the unit member, but the Chair(s) shall have sole discretion to choose the class observation date.

d. A review of the unit member’s personnel file, including a review of prior evaluations/class observation(s), also shall be part of the departmental review.

e. The Chair(s) will review all materials related to the review and will make a written recommendation to the Dean. The Dean shall make the final decision with respect to the review and movement to Unit Member Level 2 and shall notify the unit member of the decision, in writing, no earlier than ten (10) days prior to the end of the semester and no later than twenty (20) days after the close of the semester in which the review took place. In the event that the unit member is being reviewed by Chairs overseen by different deans, the deans shall consult and reach one final decision. The deans’/Dean’s decision shall be final and binding.

f. If a unit member is denied advancement to Unit Member Level 2, at the request of the unit member, the Dean/Chair or their designee shall meet with the unit member to explain the reason for the denial and shall provide recommendations for improvement.

3. A unit member shall be eligible for movement to Unit Member Level 3 after completing a minimum of 20 semesters of appointments as a Unit Member Level 1 (formerly PTL), a WSI Unit Member (Summer session appointments only) or full-time faculty member at Rutgers or at least 108
credits at Rutgers, whichever comes sooner, or after the unit member has completed a minimum of 10 semesters of appointment as a Unit Member Level 2. A unit member completing a total of 20 semesters or more of appointments as a Unit Member Level 1 (formerly PTL), a WSI Unit Member (Summer session appointments only) or full-time faculty member at Rutgers or at least 108 credits at Rutgers is not required to first seek advancement to Unit Member Level 2 before seeking advancement to Unit Member Level 3 and is not required to complete 10 additional semesters as a Unit Member Level 2 before seeking advancement to Unit Member Level 3.

The same process as outlined in Section II(2)(a) – (f) above shall apply to a unit member who wishes to be considered for review to Unit Member Level 3.

4. Effective Fall 2023, a unit member shall be eligible for movement to Unit Member Level 4 after completing a minimum of 30 semesters of appointments as a Unit Member Level 1 (formerly PTL), a WSI Unit Member (Summer session appointments only) or full-time faculty member at Rutgers or at least 180 credits at Rutgers, whichever comes sooner, or after the unit member has completed a minimum of 10 semesters of appointment as a Unit Member Level 3. A unit member completing a total of 30 semesters of appointments as a Unit Member Level 1 (formerly PTL), a WSI Unit Member (Summer session appointments only) or full-time faculty member at Rutgers or at least 180 credits at Rutgers, is not required to first seek advancement to Unit Member Level 2 or 3 before seeking advancement to Unit Member Level 4 and is not required to complete 10 additional semesters as a Unit Member Level 2 and 10 additional semesters as a Unit Member Level 3 before seeking advancement to Unit Member Level 4.

The same process as outlined in Section II(2)(a) – (f) above shall apply to a unit member who wishes to be considered for review to Unit Member Level 4.

5. Effective Fall 2023, a unit member shall be eligible for movement to Unit Member Level 5 after completing a minimum of 40 semesters of appointments as a Unit Member Level 1, a WSI Unit Member (Summer session appointments only) or full-time faculty member at Rutgers or at least 252 credits at Rutgers, whichever comes sooner, or after the unit member has completed a minimum of 10 semesters of appointment as a Unit Member Level 4. A unit member completing a total of 40 semesters of appointments as a Unit Member Level 1 (formerly PTL), a WSI Unit Member (Summer session appointments only) or full-time faculty member at Rutgers or at least 252 credits at Rutgers, is not required to first seek advancement to Unit Member Level 2, 3 or 4 before seeking advancement to Unit Member Level 5 and is not required to complete 10 additional
semesters as a Unit Member Level 2, 10 additional semesters as a Unit Member Level 3, and 10 additional semesters as a Unit Member Level 4 before seeking advancement to Unit Member Level 5.

The same process as outlined in Section II(2)(a) – (f) above shall apply to a unit member who wishes to be considered for review to unit member level 5.

6. Upon successful review, the unit member shall be designated a Unit Member Level 2 (or Unit Member Level 3, 4 or 5 where applicable) for all appointments in the semester following the semester in which the review for designation as Unit Member Level 2, 3, 4 or 5 occurred. The Unit Member Level 2, 3, 4 or 5 designation shall apply to all courses the individual is subsequently appointed to teach. Upon appointment as a Unit Member Level 2, 3, 4 or 5, the unit member shall receive a one-time permanent salary increase in the amount of \( \text{eleven} \) \% of the unit member’s base salary that they received during the semester in which the review occurred for movement to Unit Member Level 2; another \( \text{eleven} \) \% for movement to Unit Member Level 3, if applicable, of the unit member’s base salary that they received during the semester in which the review occurred; and another \( \text{eleven} \) \% for movement to unit member level 4, if applicable, of the unit member’s base salary that they received during the semester in which the review occurred; and another \( \text{eleven} \) \% for movement to unit member level 5, if applicable, of the unit member’s base salary that they received during the semester in which the review occurred. If, however, the unit member is teaching a course for the first time in the semester in which the unit member commences appointment as a Unit Member Level 2, 3, or 4 or 5, that department shall set the unit member’s initial salary for that course at 10% in the case of a unit member level 2, (or 20% in the case of a unit member level 3, or 30% in the case of a unit member level 4, or 40% in the case of a unit member level 5) above the then applicable unit member salary minimum.

7. Departments/units may have additional unit member evaluation procedures for advancement, provided that those procedures, at a minimum, provide a level of evaluation consistent with the procedures outlined in this Article and the department/unit notifies the negotiations unit member of such additional evaluation procedures for advancement in their appointment letter.

III. Unit Members in the “PTL 2” title as of the date of ratification of this Agreement shall have their title changed to Unit Member Level 2, effective the same date as the effective date of the PTL 2 title. Unit Members in the “PTL 3” title as of the date of ratification of this Agreement shall have their title changed to Unit Member Level 2, effective the same date as the effective date of the PTL 3 title.
11-PROFESSIONAL DEVELOPMENT

A. The University shall prepare a list of programs and resources at Rutgers relating to professional development and arrange to have such list attached to unit members' appointment letters.

B. Rutgers will provide a Professional Development Fund, in the amount of $125,000 for each academic year of this contract, for professional development activities specifically related to the pedagogic and related professional development needs of unit members to enhance faculty knowledge, skills and/or abilities in connection with and related to their professional activities at Rutgers.

C. Only unit members, with negotiations unit status, shall be eligible to apply for money from this Fund. Applications submitted by unit members shall include a description as to how the proposal relates to the professional development needs of the unit member to enhance faculty knowledge, skills and/or abilities in connection with and related to their professional activities at Rutgers as defined above in paragraph B. Unit members shall submit applications to their school/unit no later than November 15 of each academic year of this contract.—

D. No later than October 1 of each academic year of this contract, the Office of University Labor Relations will notify all University schools/units, as well as the PTLFC, in writing, of all eligibility requirements for the Fund. Additional requirements that are inconsistent with the terms of this article shall not be imposed by units/schools.

E. Applications by unit members for funding shall first be submitted to the Department Chairperson or Program Director for review and endorsement, and all applications shall then be submitted to the Dean for review and endorsement or non-endorsement. All applications received by a school/unit (including applications not endorsed by the Dean) shall then be submitted to the Office of Teaching Evaluation and Assessment Research ("OTEAR") for equal consideration. All applications submitted and reviewed by OTEAR shall be subject to final review and approval by the Executive Vice President for Academic Affairs ("EVPAA").

F. The entire $125,000 should be awarded in any given year. Any funds remaining in any given year shall rollover to the next academic year of this contract, except that any funds remaining in the last year of this contract shall not roll over and shall be considered forfeited. The University shall provide the Union with copies of all approval and denial letters, including a description of each request. Denial letters shall include the reason for denial. Unit members with approved Fund requests shall submit receipts, invoices and similar documentation to their school/unit in accordance with the requirements and procedures used by all faculty in each respective department for reimbursement or payment of approved expenses. The EVPAA may elect to increase the annual $125,000. Fund amount in any year of this contract provided the applications approved by the EVPAA in such year total an amount exceeding this $125,000 amount. In such case, any increase to the annual Fund amount shall be determined by the EVPAA in their sole discretion and shall not be grievable or arbitrable under this contract.

G. A unit member may be eligible to audit certain undergraduate level or graduate level courses related to the subject matter of courses the unit member 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.
2-23-2023 Final Article 11 – Professional Development

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.

On behalf of the University

On behalf of the Union

Dated: 2-28-2023

Dated: 3/3/2023

Note: For academic year 2022-2023 applications for professional development funding shall be accepted after November 15, 2022. Applications will be processed for reimbursement for professional development activities as late in the 2022-2023 academic year as is feasible. However, the parties recognize that depending on when a collective negotiations agreement is finalized, applications for the 2022-2023 academic year may not be able to be timely processed, in which case 2022-2023 funds shall rollover to the 2023-2024 academic year.
April 13, 2023 University Proposal revising April 9, 2023 University Proposal in response to 4-7-2023
Union Proposal Article 12 PTLFC

Key: Text in bold, underline, strike and yellow highlight is new language proposed by the union and rejected by the University.
       Text in green highlight is new language proposed by the University.
       Text in strike is language deleted by the union and accepted by the University.
       Text in yellow highlight is language that has been inserted or reinserted by the University.
       All other text, including text in strike, is language agreed to by the parties.

12 - EVALUATIONS

A. Evaluations of Negotiations Unit Members (other than for advancement):

1. Negotiations unit members shall be evaluated once during each academic year (either during the Fall or Spring semester). This process is not intended to be used to evaluate the unit member’s suitability for advancement. For review procedures pertaining to advancement, see Article 9.

2. Holistic evaluation of the unit member is designed to inform and improve the unit member’s instruction, and inform appointment and reappointment decisions by the department, school, or unit.

3. The negotiations unit member shall participate in a holistic evaluation method.

4. The Student Instructional Rating Survey (SIRS) or any successor survey shall be administered for each course taught by a unit member in a semester in which that unit member has an appointment at Rutgers. The unit member may review and incorporate the feedback contained in the survey results into future iterations of their courses.

5. The SIRS results for every unit member shall be reviewed and signed off by the Dean or designee for units without a departmental structure, or by the Chair or designee for units with a departmental structure. One copy of the signed SIRS results shall be placed in the unit member’s personnel file, with one copy forwarded by the Office of the Dean or the departmental office, as appropriate, to the unit member for each completed SIRS for that unit member. The unit member shall have the option to add comments to each SIRS document added to their personnel file.

6. An evaluation form, attached as Appendix C to this Agreement, shall be completed once during each academic year (either during the Fall or Spring semester). The evaluation form (Appendix C) shall reflect all components set forth in subsections a to d below.

a. The evaluation shall provide the unit member with the option of providing a written self-evaluation of progress, accomplishments, and challenges and a response to selected SIRS feedback from the current appointment period or a prior appointment period. The evaluation shall provide the unit member with the option of requesting a meeting with the Dean, Chair or designee before the evaluation is finalized. If such a meeting is requested

Commented [A1]: Once the language in this article is finalized, Appendix C will be updated to reflect all agreed upon changes by the parties.
by the unit member, it shall be scheduled at a mutually agreeable date and time for both the unit member and the Dean, Chair or designee.

b. The unit member shall, in addition to being evaluated via the SIRS or successor instrument as per Paragraphs 4 and 5 above, receive a peer observation by full-time faculty member designated by the Chair for each department/unit in which the unit member is teaching at Rutgers once per each academic year (either during the Fall or Spring semester). The full-time faculty member designated by the Chair shall document their evaluation of the peer observation on the evaluation form (Appendix C), provided, one copy of which shall be placed in the unit member’s personnel file, with one copy forwarded to the unit member. The full-time faculty member assigned to do the peer evaluation will arrange the classroom visit with the unit member at a mutually agreeable time. Absent mutual agreement by the two the first full week of the semester, the full-time faculty observer shall select an observation date.

c. The unit member is afforded the opportunity to add comments regarding the discussion on the form, and shall also sign the form indicating that the unit member has received the form and has had the opportunity to add comments.

d. One copy of the evaluation form (Appendix C) shall be placed in the unit member’s personnel file, with one copy forwarded by the Office of the Dean or the departmental office, as appropriate, to the unit member who has been evaluated.

7. If the unit member is eligible for advancement and seeks advancement, the unit member shall follow the review procedures for advancement, as set forth in Article 9, in lieu of reappointment evaluation procedures as set forth in this Article.

8. A unit member may request to meet with their Dean, Chair or designee, during any semester for which the unit member has an appointment at Rutgers, to seek input on the performance of their duties as a unit member during that semester. Such request shall not be unreasonably denied.

9. Departments/units may have additional unit member evaluation procedures, provided that those procedures, at a minimum, provide a level of evaluation consistent with the procedures outlined in this Article and the department/unit notifies the unit member of such additional evaluation procedures within two weeks prior to the start of the semester but no later than the first day of classes.
April 13, 2023 University Proposal revising April 9, 2023 University Proposal in response to 4-7-2023
Union Proposal Article 12 PTLFC