

# Initial Contract Proposals of **PTLFC-AAUP-AFT**

**Presented April 22, 2011**

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## PTLFC-AAUP-AFT Contract Proposal #1 – April 22, 2011

Modify I.B as follows:

- B. Included: All persons employed by Rutgers, the State University as a ‘Part-Time Lecturer’ (see below definition) for a full semester or equivalent as defined in footnote 1,<sup>1</sup> and who are employed for at least their second semester as a “Part-Time Lecturer” (see below definition) in any two consecutive academic years. The term “Part-Time Lecturer” as used herein is defined specifically for purposes of inclusion in this bargaining unit as an employee hired for a full semester or equivalent as defined in footnote 1. to teach a full course (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, **or who are assigned semester-long duties associated with teaching.**<sup>2</sup>

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

Any Part Time Lecturer who has a break in service of three or more consecutive academic year semesters (i.e. Fall or Spring) must re-establish eligibility for inclusion in the PTLFC-AAUP-AFT by being in their second semester of re-employment, as a PTL, in accordance with other provisions set forth in the Agreement. **However, a Part Time Lecturer with four (4) consecutive semesters or four (4) consecutive years of service shall not be required to re-establish eligibility for inclusion in the Union by being in the second semester of re-employment as a PTL.**

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**PTLFC-AAUP-AFT Contract Proposal #2 – April 22, 2011**

Add a new I.E

**Within thirty (30) days of the beginning of the Fall and Spring semesters, the University shall provide the Union with a list of all PTLs who are excluded from the bargaining unit, pursuant either to I.B footnote 1. or to I.C.**

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**PTLFC-AAUP-AFT Contract Proposal #3 – April 22, 2011**

Add a new section, Article III.C as follows:

- C. In the event that the University fails to deduct dues from a PTL's paycheck as required by this Article or the amount deducted is lower than the correct amount, then the University will make retroactive dues payments to the Union equivalent to the amount of dues that should have been deducted from the PTL's paycheck(s).**

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**PTLFC-AAUP-AFT Contract Proposal #4 – April 22, 2011**

Add to IV.C as follows:

- 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.

**In addition to such special circumstances, PTLs will receive supplemental compensation as follows:**

<b>Reason for Supplemental Amount</b>	<b>Supplemental Amount (not included in the base rate)</b>
<b>Appointed to teach a class within one (1) week of the start of the semester</b>	<b>10% of salary for the course</b>
<b>Has a Ph.D, Ed.D, or another doctoral degree</b>	<b>10% of salary for each course</b>
<b>Develops a new course (excluding an on-line course)</b>	<b>30% of salary for the course – on a one time basis</b>
<b>Develops a new pedagogical method for a course that is used by other instructors in the department</b>	<b>10% of salary for the course – on a one time basis</b>
<b>Has extra duties, including supervision of TAs</b>	<b>10% of salary for the course</b>
<b>Supervises an independent study project (1 credit)</b>	<b>Amount equivalent to 1 credit of the PTL's compensation</b>

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**PTLFC-AAUP-AFT Contract Proposal #5 – April 22, 2011**

Modify the first paragraph of V.A.3. as follows:

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

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

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**PTLFC-AAUP-AFT Contract Proposal #6 – April 22, 2011**

Modify VI.A. as follows

- 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)~~ **eight (8)** semesters as a PTL at Rutgers given priority in appointment over a PTL who has not served at least ~~twelve (12)~~ **eight (8)** 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)~~ **eight (8)** semesters of service as a PTL at Rutgers, rather than a PTL with at least ~~twelve (12)~~ **eight (8)** semesters of such service, that shall not occur unless there are also educational reasons to do so. Availability does not guarantee appointment.

**A PTL who has served at least eight (8) semesters as a PTL at Rutgers shall receive a “Certificate of Continuous Employment”. In the event of a grievance regarding VI.A., the burden of proof shall be on the University.**

**PTLFC-AAUP-AFT Contract Proposal #7 – April 22, 2011**

Modify VI.B. as follows:

- 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, **for a full academic year, or for multiple academic years. Following four (4) semesters of consecutive employment within two (2) consecutive academic years, a PTL offered appointment to a similar assignment in the same department or equivalent unit at any Rutgers campus shall receive a one (1) year appointment.**

**PTLs employed during the prior academic year and who have at least eight (8) semesters of prior consecutive service at Rutgers University, shall be offered a two (2) year appointment. In the event there are no courses available appropriate for the PTL during any academic term of a two (2) year appointment, the PTL shall, in subsequent semesters within the duration of the appointment, continue to have the expectation of appointment.**

**PTLs holding two (2) year appointments shall have the expectation of appointment to subsequent two (2) year appointments except in instances of documented unsatisfactory performance or serious conduct problems.**

No later than June 30 of each year, the Administration shall post in each department a list of PTLs who it believes are eligible for a one (1) or two (2) year appointment in the next full academic year.

**PTLFC-AAUP-AFT Contract Proposal #8 – April 22, 2011**

Modify VI.D. as follows:

- D. PTLs will be provided the following information in writing before the first day of class or, in the case of mitigating circumstances as soon thereafter as is feasible: title, salary, department, the period for which the appointment is effective, course(s) assigned, approximate number of students which she/he is expected to teach in the section for which she/he is hired, duties attendant to the course assignment, and other information which the department may deem necessary for a PTL to carry out her/his duties. Dean's offices or departments are encouraged to give a letter of appointment to a PTL at the time the PTL is offered employment for the semester in question. Departments will make ~~the~~ **every reasonable** effort to provide written notice by August 1 to those PTLs who will be recommended for re-appointment for the Fall semester. Departments will make ~~the~~ **every reasonable** effort to provide written notice by December 31, to those PTLs who will be recommended for re-appointment for the Spring semester.

**PTLFC-AAUP-AFT Contract Proposal #9 – April 22, 2011**

Modify VI.E. as follows:

- E. Any PTL who has taught for at least 4 consecutive semesters or 4 consecutive years, and who has provided written notice of availability for employment in a particular semester to the department in which they wish to be employed, and who is not appointed, shall be given written notice ~~by~~ **at least one (1) week's notice prior to** the start of that semester specifying the reasons for this action, with a copy provided to the PTLFC-AAUP-AFT and the Office of Academic Labor Relations. **Upon request, the Department Chair shall meet with the PTL to discuss the specific reasons for the PTL not being appointed.**

**PTLFC-AAUP-AFT Contract Proposal #10 – April 22, 2011**

Delete IX. and replace as follows:

**IX - HEALTH BENEFITS COMMITTEE**

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

- A. A PTL who participates in the limited medical insurance program offered by the Union and provided through HCH, and whose monthly premium is less than her/his net salary, shall be allowed to make premium payments to HCH through payroll deduction. During the months when the PTL's net salary is less than or equal to the monthly premium payment, such PTL will be required to arrange to pay her/his payments directly to HCH.**
- B. The University and the Unions shall establish a joint committee to explore legislative remedies to the lack of health insurance for PTLs who teach in multiple public institutions of higher education.**
- C. The University shall provide a free eye exam for PTLs at University health centers.**
- D. Upon written certification to the University, PTLs who lack health insurance through other employment positions or through their spouse/domestic partner, shall be entitled to receive up to \$1000 in reimbursements for tax-exempt medical expenses (as defined by the IRS) each academic year. The University shall establish a Health Reimbursement Account (HRA) for such PTLs.**

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**PTLFC-AAUP-AFT Contract Proposal #11 – April 22, 2011**

**XVI – Conversion of Positions (New Article)**

**A PTL who is appointed to teach eight (8) or more 3-credit courses, or a total of twenty four (24) or more credits per academic year (whether in multiple departments, units, or campuses) for two consecutive academic years shall be converted to an annual, full-time non-tenure track position in the full-time faculty bargaining unit. In the PALS program, the requirement for such conversion shall be \_\_\_\_ credits per academic year.**

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**PTLFC-AAUP-AFT Contract Proposal #12 – April 22, 2011**

**New Side Letter**

**The University agrees to send a memo to all Deans and Department chairs, prior to the start of each semester, that explains the salary provisions of the Agreement, including the explicit statement that “The contract does not prohibit departments from paying PTLs higher than the minimum base rate.”**

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