4 - SALARY PROVISIONS

A. Salary Minima for faculty

1. **Effective July 1, 2022, Fractional NTTs shall receive a salary based on a fraction of the minimum salary of a Full-time Equivalent (FTE) AY NTT at the same rank based on the per credit teaching requirements set by departments or units for full-time NTTs, but in no event shall a fractional NTT appointment be less than a .15 (15%) FTE – the equivalent of teaching one three credit course during the calendar year. For example, a Fractional Associate NTT, who teaches 4 three credit courses during a fiscal year (July 1 to June 30) shall receive a fractional appointment of at least .6 (60%) FTE and be paid at least .6 (60%) of the minimum salary for a full-time Associate AY NTT.**

   For illustrative purposes, a three credit course taught during the 2022-2023 fiscal year, Fractional NTTs shall be paid the following minimum salaries:

Instructor:	**$9,909 representing .15 FTE**
Assistant:	**$10,899 representing .15 FTE**
Associate:	**$11,990 representing .15 FTE**
P1:	**$13,188 representing .15 FTE**
P2:	**$17,661 representing .15 FTE**

2. **The minimum rates for Fractional NTTs shall be increased each year of this Agreement based on the increases to the minimum rates set forth in Article 8, Part One of the Full-time Faculty/TA-GA Agreement. Specifically, the minimums shall be increased by 5% effective July 1, 2023, 5% effective July 1, 2024 and 5% effective July 1, 2025. Beginning January 1, 2023 and each January during the term of this Agreement, if the consumer price index (CPI) for the preceding twelve months exceeds the across-the-board salary increase received the preceding July 1, Fractional NTTs shall receive a cost of living adjustment to their fractional salary equal to the difference between the CPI and the July 1 across-the-board raises. (For purposes of the January 1, 2023 COLA, Fractional NTTs will receive the same COLA increase, if any, as members of the Full-time/TA-GA unit.)**

3. **a. Fractional NTTs, who prior to this Agreement were paid hourly – for example, faculty who taught as Part-time Lecturers in the Mason Gross School of the Arts or the Program in American Language Studies (PALS), or who supervised student teachers for the Graduate School of Education – shall have their hourly rates converted into fractional FTE rates and shall be compensated on a fractional basis in accordance with the terms of this Article. One hour shall be treated for salary purposes as the equivalent of teaching one credit. In other words, a Fractional NTT at Mason Gross who is currently compensated for three hours per week, shall receive a salary of at**

least .15 of a full-time NTT of equivalent rank and shall have a minimum .15 FTE appointment.

b. Fractional NTTs doing lab and studio work will be compensated based on the hours worked, not the credits earned by students. For example, Part-time Lecturers who taught Astronomy Labs shall have their hours worked converted into fractional FTE rates and shall be compensated on a fractional basis in accordance with the terms of this Article. One hour shall be treated for salary purposes as the equivalent of teaching one credit. In other words, a Fractional NTT teaching two one-credit Astronomy labs who is currently compensated for two credits per week but works four hours, shall receive a salary of at least .20 of a full-time NTT of equivalent rank and shall have a minimum .20 FTE appointment.

4. Fractional NTTs whose current rates are greater than the minimum fractional salaries set forth in paragraphs 1-3 above, shall have their fractional salaries increased as follows:

a. Effective July 1, 2022 5%

b. Effective July 1, 2023 by 5%

c. Effective July 1, 2024 by 5%

d. Effective July 1, 2025 by 5%

e. In addition, beginning January 1, 2023 and each January during the term of this Agreement, if the consumer price index (CPI) for the preceding twelve months exceeds the across-the-board salary increase received the preceding July 1, Fractional PTLs shall receive a cost of living adjustment to their per credit rates equal to the difference between the CPI and the July 1 across-the-board raises.

5. There shall be no uncompensated Fractional NTT appointments.

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

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

~~Fall 2022: 3.0%~~
~~Fall 2023: 3.0%~~
~~Fall 2024: 3.0%~~
~~Fall 2025: 3.0%~~

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

ii. ~~For academic year 2018-2019 only~~: ~~PTLs who have completed twelve (12) semesters of bargaining-unit eligible appointments in a single department or program and who are appointed in such department or program for a subsequent semester during academic year 20182019 shall receive a one-time, permanent increase in the amount of five (5) percent of the PTL's then-current base salary as applicable to the courses in that department or program only unit/school only (in lieu of the across-the-board set forth in subsection i above and iii below) provided the PTL receives a satisfactory performance evaluation(s), as described in Article 9, for each appointment at the conclusion of the twelfth semester of appointment.~~

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

6. If an individual **Fractional NTT** ~~PTL bargaining~~ 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 appropriate minimum.

~~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 hours for the course, but no less than the minimum per credit base salary rate for one credit hour or student.~~

7. An individual **Fractional NTT** ~~PTL bargaining unit~~ member may be paid above her/his base salary rate at any time. Nothing in this Article 4 shall be construed as a maximum or restriction on the base salary rate of an individual **Fractional NTT**, i.e. there is no maximum salary rate. ~~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.~~

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

9. Pay periods for all Fractional NTTs ~~PTLs~~ shall begin two weeks prior to the start of the semester. If a class is canceled, through no fault of the Fractional NTT, and the University determines not to reassign the Fractional NTT to another course, prior to the third class meeting, the Fractional NTT shall be paid one-half of the salary for the course. If a class is canceled after the third class meeting, the Fractional NTT shall

either be paid for the remaining portion of the class assignment or provided an alternate work assignment of equal or greater value.

~~seven (7) days before the date on which the class was scheduled to begin, or seven (7) days after the date on which the class began, the PTL will receive 1/16th of the salary for the semester. A PTL in the PALS Program who is appointed for a 14-week period will receive 1/14 the salary for that 14-week period; PTLs 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 PTLs will be paid a pro-rata salary for the work performed.~~

10. 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,~~ **or exceeds the customary and usual number of students taught in prior semesters for the same course,** ~~the PTL shall receive a salary supplement of $200 per credit~~ **the Fractional NTT shall receive a salary supplement of $200 per every student above the approximate enrollment.**

Classes of more than 30 students shall be assigned TAs. "Writing and Communication" classes should not exceed 20 students. If such courses exceed 20 students, Fractional NTTs shall receive a salary supplement. ~~or a salary supplement of 15% for PALs instructors.~~ This supplement shall not apply if the excess enrollment is due to the **Fractional NTT** giving a special permission number(s) to a student(s) for enrollment in the course, unless the **Fractional NTT member** was expressly directed to do so by the department. **See Appendix x for the list of tasks and compensation.**

11. **Fractional NTTs** ~~PTLs~~ may avail themselves of direct deposit of salary checks.

B. Benefits

1. Pension Benefits

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

2. Leave

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

~~PTLs~~ **An Fractional NTT** shall be eligible for paid sick leave in accordance with the New Jersey Earned Sick Leave Act.

A Fractional NTT who takes leave shall not lose seniority or other job security protections.

3. Tuition Remission

Fractional NTTs shall be eligible for full tuition remission for up to two courses per semester for any courses offered by the University.

The **Fractional NTT** must meet all policies and requirements of the program offering the course, including, but not limited to, prerequisites.

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

~~Courses that the PTL proposes to take must be related to the subject matter of courses that the PTL has taught or will teach, as determined by the Department Chairperson, Program Director, or designee of the hiring department;~~
~~The PTL shall have taught at least two semesters within two consecutive academic years at Rutgers and a minimum of twelve (12) credits in order to be eligible for this benefit. PALS PTLS shall have taught at least two semesters within two consecutive academic years at Rutgers and a minimum of twelve (12) course hours;~~
~~If the PTL teaches a minimum of three (3) credits – or three (3) course hours in the case of PALS PTLS – in a semester, he or she may be eligible to take no more than three (3) credits in that semester or the subsequent semester;~~
~~To take advantage of this benefit, the PTL must be admitted to one of the undergraduate, graduate, or professional divisions of the university (matriculated or non-matriculated);~~
~~The PTL's ability to take a course is subject to availability of seating in the course after the normal add/drop period for matriculated students;~~
~~In addition to bearing responsibility for 50 percent of tuition costs, the PTL shall be responsible for paying any fees associated with the course aside from tuition;~~
~~The PTL must be appointed as a Rutgers PTL as of the first day of class for the semester in which he or she is taking the course(s);~~

~~The PTL~~
~~Tuition remission is not available to PTLs enrolled in courses during Winter Session;~~
~~This benefit does not extend to dependent children, spouses or domestic partners.~~

~~PTLs may utilize available pre-tax payroll deductions to the extent provided for in the University regulations and permitted by law. If eligible, a PTL having a term bill for his/her own tuition and/or his/her own fees may arrange with the Office of Student Accounting and Cashiering for an installment plan via payroll deduction for the payment of all or part of the term bill. Eligibility for participation in such plan shall be as determined by the Office of Student Accounting and Cashiering (See Addendum).~~

4. University ID/ University Directory

~~PTLs~~ **Fractional NTTs** shall be issued a University ID **and** ~~PTLs~~ shall be included in the Faculty/Staff Online Directory.

5. Motor Vehicle Registration Fee

The annual motor vehicle registration fee for **Fractional NTTs** wishing to register their vehicles for the use of surface campus parking facilities shall be the same on all campuses, New Brunswick, Newark, and Camden. The annual motor vehicle registration fee shall be ~~$28~~ **waived** for the term of this Agreement. ~~Notice of this fee will be posted in the parking office on the three campuses. PTLs shall be offered the option of payroll deductions for the parking fee and online registration of their vehicle in accordance with rules prescribed by the parking offices. Payroll deductions for parking fees will be pre-tax deductions in accordance with necessary procedures.~~

6. Library **and Recreational** Privileges

During the calendar year in which **a** ~~PTL~~ **Fractional NTT** has an appointment, the ~~PTL~~ **Fractional NTT** 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 **Fractional NTT's immediate family.** ~~PTLs~~ **Fractional NTTs** 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. Effective July 1, 2022, Fractional NTTs, with appointments of 50% or greater of an FTE, shall be eligible to enroll in the State Health Benefits Program (SHBP) at the same contributions rates as other bargaining unit members, if permitted by law. The Administration and the AAUP-AFT shall jointly seek legislation and/or regulation necessary to implement this contractual provision.

b. Effective July 1, 2022, Fractional NTTs, employed by the University during any semester during the 2021-22 academic year and who were compensated for the equivalent of 10 or more credits during any of the prior academic years dating back to Fall 2019 for their teaching and other assignments, meet the 50% threshold in paragraph (a) above, and shall be eligible to enroll in the SHBP, at the same contribution rates as other bargaining unit members, provided they are permitted by law to participate in the SHBP. In calculating whether or not a Fractional NTT meets the 50% threshold, compensation will be aggregated based on assignments in different departments and units.

c. Beginning July 1, 2023, Fractional NTTs, who were compensated for the equivalent of 10 or more credits for their teaching and other assignments during the prior academic year, meet the 50% threshold in paragraph (a) above, and shall be eligible to enroll in the SHBP effective July 1, 2023, at the same contribution rates as other bargaining unit members, provided they are permitted by law to participate in the SHBP. In calculating whether or not a Fractional NTT meets the 50% threshold, compensation will be aggregated based on assignments in different departments and units.

d. Fractional NTTs, 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.

6 - APPOINTMENT

[The following language shall be substituted for the current language of Article 6]

A. Terms of Appointment and Advancement in Rank

1. **An academic year includes the Fall semester, Winter session, the Spring semester and each of the three Summer sessions. For ~~the~~ purposes of this article and elsewhere in this contract, "semester" shall be defined as one Fall semester, one Winter session, one Spring semester, or any one of the Summer sessions. All teaching semesters count toward advancement and appointment, including any summer/winter service time, and any semesters a Fractional NTT served as an NTT. Breaks in service do not affect the number of semesters accrued.**

2. **<u>Appointment Letters</u>**

   a. An appointment letter for a Fractional NTT appointed to teach beginning at the start of the Fall semester must be provided to the Fractional NTT no later than June 1st of the same year. An appointment letter for a Fractional NTT appointed to teach beginning at the start of the Spring semester must be provided to the Fractional NTT no later than November 1st of the same year.

   b. An appointment letter for a Fractional NTT hired to teach beginning at the start of the Winter semester must be provided to the Fractional NTT no later than October 1st of the same year. An appointment letter for a Fractional NTT hired to teach beginning at the start of the Summer semester must be provided to the Fractional NTT no later than April 1st of the same year.

   c. In the event that appointment letters are not provided according to the schedule outlined in 2a. and 2b., the Fractional NTT shall receive compensation equal to 10% of the total course compensation.

   d. Letters of appointment, including letters of reappointment, shall include at least the following: (1) annual salary; (2) title/rank; (3) effective dates and term of appointment; (4) notification date for reappointment; (4) notice that the position is covered under the Recognition Clause of the collective negotiations agreement between the

PTLFC-AAUP-AFT and the University; (5) the Fractional NTT's responsibilities, which may be amended with written notice to the Fractional NTT; and (6) the evaluation criteria for reappointment and promotion. This provision does not apply to faculty in the "Instructor, Fractional NTT" title.

e. Appointment letters shall be provided to Fractional NTTs and to the PTLFC-AAUP-AFT. The purpose of the letter of appointment is to advise a Fractional NTT of the contractual terms of his/her term appointment. The terms, as set forth in the appointment letter, are not subject to challenge through the grievance procedure; violations of the terms of appointment letters, or of applicable University policies and provisions of this Article, may be grieved as independent violations and the appointment letter may be used as evidence in a grievance or arbitration proceeding.

3. Initial Appointment

The initial appointment of a Fractional NTT shall be for a term of one semester. A Fractional NTT under this appointment shall be considered an "Instructor, Fractional NTT."

4. Second Appointment

The second appointment of a Fractional NTT shall be for a term of at least one semester, as defined by 6.A.1 (above). An instructor under this appointment shall also be considered an "Instructor, Fractional NTT".

5. Third Appointment

The third appointment of a Fractional NTT shall be for a term of at least one year. Within the one-year term, the Fractional NTT shall receive an appointment to teach at least as many courses as the Fractional NTT taught during the two immediately preceding one-semester appointments, unless otherwise mutually agreed upon by the chair and Fractional NTT. A Fractional NTT receiving a third appointment shall be at the rank of "Assistant Professor, Fractional NTT."

6. Fourth Appointment

The fourth appointment of a Fractional NTT shall be for a term of not less than three (3) years, and each year of the term the Fractional NTT shall receive an appointment to teach at least as many courses as the Fractional NTT taught during the immediately preceding one-year term, unless otherwise mutually agreed upon by the chair and Fractional NTT. Fractional NTTs holding a three-year appointment shall be reappointed to a subsequent three-year appointment following the expiration of each 3-year appointment, unless requested otherwise by the Fractional NTT. A Fractional NTT receiving a fourth appointment shall be at the rank of "Associate Professor, Fractional NTT."

7. Fifth Appointment

The fifth appointment of a Fractional NTT shall be for a term of not less than three (3) years, and the Fractional NTT shall receive an appointment to teach at least as many courses as the Fractional NTT taught during the immediately preceding three-year term unless otherwise mutually agreed upon by the chair and the Fractional NTT. A Fractional NTT receiving a fifth appointment shall be at the rank of "Professor, Fractional NTT."

8. <u>Sixth and Subsequent Appointments</u>

Professors, Fractional NTT reappointed after the fifth appointment shall be at the rank of a "Distinguished Professor, Fractional NTT" and each appointment following the fifth appointment shall be for a term of not less than three (3) years The Fractional NTT shall receive an appointment to teach at least as many courses as the Fractional NTT taught during the immediately preceding three-year term, unless otherwise mutually agreed upon by the chair and the Fractional NTT.

9. The application of sections 6.A.6 through 6.A.8 above, shall not prohibit appointments in excess of three (3) years for eligible Fractional NTTs.

8. No later than May 1 of each year, the Administration shall post in each department a list of Fractional NTTs who it believes will be eligible for a three-year appointment effective with the ensuing fall term, pursuant to provision 6.A.6. Any Fractional NTTs who are omitted from the list, but who believe they are eligible for a three-year appointment, shall come forward and identify themselves to the appropriate department chair within sixty (60) days of the posting. The Fractional NTTs may provide any documentation in their possession which will assist in verifying eligibility.

B. Appointment periods as dependent on semester appointed; canceled appointment compensation; class overages compensation

1. Except for their second appointment (as set forth in 6.A.4 above), each Fractional NTT's appointments shall begin the same semester as they were initially appointed, unless otherwise requested by the Fractional NTT.

2. The service period for semester-based appointments shall be two weeks prior to the start of the semester through the end of the semester dates.

3. If the Fractional NTT does not wish to accept subsequent appointments, the Fractional NTT shall decline the offer in writing no later than ten (10) calendar days after receiving their course assignment(s).

C. Appointment to vacant full-time NTT positions

1. Each department or program shall maintain a list of Fractional NTTs who have been evaluated by the department or program. If a Fractional NTT on this list applies for any position in that department or program, the department or program may review the Fractional NTT's previous periodic teaching evaluations.

2. For Fractional NTTs who seek full-time employment, the University shall make every effort to convert them to full-time, non-tenure track faculty positions (NTT) based upon years of service with those serving the longest having priority.

3. New courses in any department or equivalent shall be filled according to the following prioritization:

i. Tenured Faculty

ii. Full-time Non-tenure Track Faculty

iii Distinguished Professor, Fractional NTTs who are members of the department or equivalent with those serving the longest having priority.

iv Professor, Fractional NTTs who are members of the department or equivalent with those serving the longest having priority.

v. Associate Professor, Fractional NTTs who are members of the department or equivalent with those serving the longest having priority.

vi. Assistant Professor, Fractional NTTs who are members of the department or equivalent with those serving the longest having priority.

vii. Instructor, Fractional NTTs who are members of the department or ~~equivalent~~ with those serving the longest having priority.

viii. External candidates.

D. Appointment unavailable due to lack of work

1. In the event there is no work available to satisfy the appointment entitlement during any academic term of a one or three-year appointment, the Fractional NTT shall continue to maintain this contractual entitlement until such courses become available. This will be accomplished by placing the Fractional NTT on a publicly-available departmental list.

2. A listed employee returning to service will be employed at the same rate of pay that they previously received. The period in which the Fractional NTT was on the department list shall not constitute a break in service regarding rights previously accrued under section A of this article.

3. The PTLFC shall be provided with a copy of all letters informing an Assistant Professor, Fractional NTT; Associate Professor, Fractional NTT; Professor, Fractional NTT; or Distinguished Professor, Fractional NTT that no work exists in the department to support the subsequent appointment.

E. Conversion of PTL 2s and PTL 3s to appropriate ranks under this Agreement

Under this article's provisions, specifically its appointment progression and timeline, and according to the new titles for Fractional NTT positions, PTL 2s and those with equivalent service shall be placed in the title/rank of Associate, Fractional NTT and PTL 3s and those with equivalent service shall be placed in the title/rank Professor, Fractional NTT. "Equivalent service" refers to Fractional NTTs who have accrued service time previously as NTTs, or as PTLs and who, based on the prior accrued service, would have met the service time requirements under the predecessor collective negotiations agreement for advancement to PTL 2 / 3 status. "Service time" here refers to Semesters served as an NTT prior to Fall 2022.

F <u>Termination</u>

~~A PTL may only be terminated from his or her appointment for reasons related to performance, conduct or other just cause.~~ **A Fractional NTT shall only be terminated from their appointment for just cause for ~~other~~ reasons related to performance or conduct.** For purposes of this section, a course cancellation does not constitute termination. If the University terminates **a** ~~PTL~~ **Fractional NTT** during the term of **their** appointment, the University shall provide the ~~PTL~~ **Fractional NTT** with a written statement of the reasons and afford the ~~PTL~~ **Fractional NTT** the opportunity to respond. In the event the University terminates the ~~PTL's~~ Fractional NTT '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

Fractional NTTs holding appointments of one year or more must be given notice of non-reappointment, or of intention not to recommend reappointment, as follows: four months prior to the expiration of the first year of academic service; seven months prior to the expiration of the second year of academic service; not later than twelve months in advance of the termination of the appointment in all other cases. If notice is not timely given, the contract will automatically be extended for a six-month period.

2. Standard for Non-reappointment

a. Fractional NTTs with appointments of less than 3 years

Reappointment of Fractional NTTs shall be based on the continuing need for the position, availability of funding and a positive holistic review if conducted (see Article IX.A.1.a-d).

b. Fractional NTTs with appointments of 3 or more years

The reappointment of Fractional NTTs with appointments of 3 or more years shall be presumptively renewable, meaning that a non-reappointment must be for just cause for reasons related to performance or conduct. The burden of proving just cause shall be on the University. In instances where reappointment would coincide with advancements in rank, the department chair may request a holistic review of the Fractional NTT candidate (see Article IX.A.1.a-d).