Key: Regular text is agreed to language
Text in strike and yellow highlight is language deleted by the University.
Text in yellow highlight is new language proposed by the University or contract language reinserted by the University.
Text in yellow highlight, bold and strike is new language proposed by the union and rejected by the University.

6 - APPOINTMENT

A. ~~PTLs~~ Negotiations unit members who are available for employment in a particular semester may submit a written notification of availability to the department in which they wish to be employed, including the specific number of semesters as a ~~PTL~~ negotiations unit member at Rutgers for each course taught. Departments shall acknowledge receipt of such notification. Departments shall compile, for each course to which ~~PTLs~~ negotiations unit members may be assigned, a list of available ~~PTLs~~ negotiations unit members. Where a course shall be staffed by a ~~PTL~~ negotiations unit member, ~~PTLs~~ negotiations unit members who have served at least ten (10) semesters as a ~~PTL~~ negotiations unit member at Rutgers in the same department shall be given priority in appointment, in the department in which the ~~PTL~~ negotiations unit member has served at least ten (10) semesters, over a ~~PTL~~ negotiations unit member who has not served at least ten (10) semesters, in the same department as the ~~PTL~~ negotiations 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. Fiscal constraints shall not necessitate the appointment of a ~~PTL~~ negotiations unit member with less than ten (10) semesters of service as a ~~PTL~~ negotiations unit member at Rutgers, rather than a ~~PTL~~ negotiations unit member with at least ten (10) semesters of such service unless there are also educational reasons to do so. Availability does not guarantee appointment.

A grievance alleging a violation of 6.A may be filed by a ~~PTL~~ negotiations unit member ~~a~~ during a break in service of up to four consecutive semesters, provided the grievance is timely filed pursuant to Article 5.A.2.

B. Departments are encouraged, where consistent with the needs of the academic program, to appoint ~~PTLs~~ negotiations unit members for two or more semesters, where appropriate. In such cases departments are encouraged, where practicable, to provide information about multi-semester appointments in one appointment letter. A ~~PTL~~ negotiations unit member 3, who has taught as a negotiations unit member at least one course each semester (fall and spring) in the previous six (6) consecutive academic years, shall receive a letter of appointment for two semesters in one appointment letter. If a ~~PTL~~ negotiations unit member receives an appointment for two semesters, the appointment to teach a course may be rescinded due to low enrollment or due to the academic or fiscal needs of the department, program or unit. Notice that an appointment to teach a course has been rescinded shall be provided pursuant to section 6.C of this Article.

C. ~~PTLs~~ Negotiations unit members will be provided the following information in writing as soon as possible before the first day of class or, in the case of mitigating circumstances as

soon thereafter as is feasible: title, salary (including per credit rate), 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, services associated only with the course(s), any training or orientation required by the University, the decanal unit and/or the department, and other items which the department, decanal unit or University deem necessary for a ~~PTL~~ negotiations unit member to carry out her/his duties; and a statement that the position is covered by this collective negotiations agreement.

Departments are encouraged to provide new ~~Part-Time Lecturers~~ negotiations unit members with materials orienting them to the academic and administrative functions of the Department and the University, which shall be consistent with the provisions of this Agreement and University policies and procedures.

The University shall provide in writing to ~~PTLs~~ negotiations unit members, when appointed, a list of University websites and/or information related to obtaining identification cards, parking permits, direct deposits of salary checks, and all available benefits.

Dean's offices or departments are encouraged to give a letter of appointment to a ~~PTL~~ negotiations unit member at the time the ~~PTL~~ negotiations unit member is offered employment for the semester in question. Departments will make a reasonable effort to provide written notice by August 1 to those ~~PTLs~~ negotiations unit members who will be recommended for re-appointment for the Fall semester. Departments will make a reasonable effort to provide written notice by December 31, to those ~~PTLs~~ negotiations unit members who will be recommended for re-appointment for the Spring semester. This paragraph shall not be grievable.

Any ~~PTL~~ negotiations unit member who has taught for at least four (4) consecutive semesters or four (4) consecutive years in the same department, and who has provided written notice of availability for employment in a particular semester to the same department in which they wish to be employed and who is not appointed, shall be given written notice at least two (2) weeks prior to the start of that semester (unless low enrollment is the reason) specifying the reasons for this action, with a copy provided to the PTLFC-AAUP-AFT and the Office of ~~Academic~~ University Labor Relations. Upon written request, the Department Chair or designee shall meet with the ~~PTL~~ negotiations unit member to discuss the specific reasons for the ~~PTL~~ negotiations unit member not being appointed.

~~F~~ D. Termination

A ~~PTL~~ negotiations unit member 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 negotiations unit member ~~**Fractional NTT**~~ during the term of the negotiations unit member's ~~**their**~~ appointment, the University shall provide the negotiations unit member ~~**Fractional NTT**~~ with a written statement of the reasons and afford the negotiations unit member ~~**Fractional NTT**~~ the opportunity to respond. In the event the University terminates the negotiations unit member's ~~**Fractional**~~

~~NTT~~ 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).~~