

University Winter/Summer Unit Salary Proposal  
September 19, 2013

Article VIII—Salary Provisions

Salary Minima

M 12/20/13 / KRS 12/20/13  
R. G. 12/23/13 / Ron 12/20/13

A. Effective with the Winter and Summer Sessions of 2014, the minimum base salary rate for a Winter/Summer Instructor shall be ~~\$1550~~ \$1560 per credit.

B. Effective with the Winter and Summer Sessions of 2015, the minimum base salary rate for a Winter/Summer Instructor shall be \$1600 per credit.

C. Effective with the Winter and Summer Sessions of 2016, the minimum base salary rate for a Winter/Summer Instructor shall be \$1650 per credit.

E. A Winter/Summer Instructor shall be paid a salary that is at least equal to the salary the Instructor was paid for the same course the Instructor previously taught for the same department in the Winter or Summer Session or has previously taught as a PTL in the same or immediately preceding academic year.<sup>1</sup> However, a Winter/Summer Instructor that was paid above his/her base salary rate due to special circumstances as provided in paragraph F below, will be paid a salary that is at least equal to the rate that the Instructor was paid in the most recent Winter/Summer Session term, where special circumstances did not apply. **However, in the case of PTLs who have taught at least six consecutive years in a Winter and or Summer terms, we will pay the highest base salary paid for teaching a course in Winter or Summer term during the Academic Year for the same department, where special circumstances did not apply.**

F. An individual Winter/Summer Instructor may be paid above his/her base salary rate at any time, due to special circumstances, at a specified increase which does not establish a new base salary rate. If the Office of Winter/Summer Session determines that special circumstances warrant a higher salary, it will inform the Winter/Summer Instructor in writing of the special circumstances with the information provided pursuant to Article VII.D. of this Collective Agreement. ~~The Instructor shall also be notified orally or in writing at the time of the appointment, and the Union will be notified, in writing, as soon thereafter as practicable.~~

G. Notwithstanding the provisions set forth in paragraphs A, B, C, and E above, an individual Winter/Summer Instructor may be paid below his/her base salary rate, due to special circumstances which for the purposes of this paragraph G shall mean that a determination is

<sup>1</sup> The same Academic Year for a Winter Session appointment is the Academic Year whose fall semester occurs prior to the Winter Session and whose spring semester occurs after the Winter Session. The immediately preceding Academic Year for a Summer Session appointment is the Academic Year whose fall and spring semesters have just concluded prior to the start of the Summer Session.

made by the Winter/Summer Session office that the course will not be offered due to insufficient paid enrollment. This determination is not grievable. In such special circumstances, the Winter/Summer Instructor may be paid a lower salary (no lower than 60% of the applicable base salary rate), that is mutually agreeable between the Instructor and the Winter/Summer Session office, which agreement shall be reflected in a revised appointment letter signed by both the Instructor and the Winter/Summer Session office. A salary that is mutually agreed upon pursuant to this paragraph G does not establish a new base salary rate. In the absence of an agreement between the instructor and the Winter/Summer Session office, the Winter/Summer Session office shall determine whether the class shall be offered, and, if the class is offered, whether a different instructor shall be appointed to teach the class. These determinations are not grievable. **The instructor shall be notified, in writing, at the time of the appointment of all such special circumstances, and the Union shall be notified as soon thereafter as practicable. Should the course achieve full paid enrollment by the Monday after the start of that summer session in which the course is being taught, the Instructor shall receive the full base salary for the course plus any agreed-upon extra compensation for special circumstances.**

Peterson Cook 12/20/13      Samuel Powell 12/20/13  
[Signature] 12/23/13      Samuel Powell 12/20/13

December 20, 2013

**Re: Inclusion of PTLs Teaching in the PALS Program during the Summer in the Part-Time Lecturer Unit**

Dear Karen:

This letter will confirm the understanding between Rutgers University and the AAUP-AFT regarding the above-matter. The following procedure will be used to add to the PTL bargaining unit PTLs who teach in the PALS program during the Summer:

1. The Part-Time Lecturer Faculty Chapter of the AAUP-AFT, AFL-CIO (the "Union") will file with PERC a Representation Petition for Card Check Recognition to add to the existing PTL bargaining unit, PTLs teaching in the PALS program during the Summer;
2. The Representation Petition will be supported by a petition or by authorization cards signed by a majority of PTLs who teach in the PALS program during the Summer designating the Part-time Lecturer Faculty Chapter of the AAUP-AFT as their majority representative for purposes of collective negotiations; and
3. Upon PERC certifying the PTL Faculty Chapter unit to include PTLs who instruct in the PALS program during the Winter and Summer Sessions, the University and the Union will amend the Recognition Clause of the PTL agreement to include such PTLs and such PTLs will be compensated in accordance with the Salary Provisions (Article IV) of the PTL 2011-2015 collective negotiations agreement when they are providing instruction in the PALS program during the Summer.

This letter will further confirm that the University will not raise issues concerning the timeliness of the Representation Petition to be filed with PERC pursuant to the above understandings.

Please sign and return a copy of this letter. Your cooperation in this matter is appreciated.

Very truly yours,

Richard Gomes, President

Karen W. Stutans  
For Rutgers University

Date: 12/20/13

  
For PTLFC-AAUP-AFT

Date: 12/23/13