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June 6/81

AGREEMENT BETWEEN

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**RUTGERS**

**THE STATE UNIVERSITY OF NEW JERSEY**

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and

RUTGERS COUNCIL

of the

AMERICAN ASSOCIATION

of

UNIVERSITY PROFESSORS CHAPTERS

**JULY 1, 1981 - JUNE 30, 1983**

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CHAPTERS

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## AGREEMENT

This Agreement between Rutgers, The State University (hereinafter called the "University") and the Rutgers Faculty, represented by the RUTGERS COUNCIL OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS CHAPTERS (hereinafter called the "AAUP") is made and entered into on this 7th day of April, 1982.

## I--PURPOSE

The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining conditions of employment. To this end they mutually enter into this agreement intended to state the employment relations between the University and the AAUP.

## II--ACADEMIC FREEDOM

The parties hereto recognize the principles of academic freedom as adopted by the University's Board of Governors on January 13, 1967.

## III--RECOGNITION

1. The University recognizes AAUP as the sole and exclusive bargaining representative of all Rutgers University faculty members, teaching assistants and graduate assistants as hereinafter defined. Groups of employees may be added or deleted by mutual consent of the parties.
2. The terms "faculty member" and "faculty members" shall include all of the following academic personnel currently employed or to be employed by Rutgers to discharge at least one-half (50%) of a full-time academic job assignment:
  - (a) All faculty members with the rank of professor, associate professor, assistant professor, instructor, assistant instructor, lecturer, research associate and adjunct faculty who are engaged in instruction, research, or other academic service; and
  - (b) Members of the research, library, general extension, and cooperative extension staffs and those others, who, by virtue of University regulations hold equivalent rank (see Appendix A) to the faculty categories enumerated in (a) above.
  - (c) Faculty members who are engaged in instruction and/or research for fifty percent or more of their time during the academic year and who hold the title of associate dean, assistant dean, assistant to dean or academic director.
3. The terms "graduate assistant" and "graduate assistants" and "teaching assistant" and "teaching assistants" shall include all University personnel holding the titles of graduate assistant and teaching assistant.

4. Excluded are all officers of administration including deans, associate deans, assistant deans, assistants to deans, academic directors who are not engaged in instruction or research for fifty percent or more of their time during the academic year, visiting professors, honorary professors, fellows, all members of the coadjutant staff, all those persons who administer or help to administer a major academic unit or program of the University, and all other employees of the University.

5. Teaching assistants and graduate assistants shall be covered by this Agreement except to the extent specifically provided for herein.

#### IV--NON DISCRIMINATION

There shall be no discrimination by the University or AAUP against any member of the bargaining unit in reappointment or promotion as bargaining unit members because of race, creed, color, sex, religion, nationality, marital status, age, handicap, status as a Vietnam-era or disabled veteran, sexual orientation, membership or non-membership in or activity on behalf of the AAUP.

#### V--DEDUCTION OF PROFESSIONAL DUES

The University agrees to deduct on a pro-rata basis from each bi-weekly pay check the annual AAUP professional dues of each member of the bargaining unit as defined herein, who furnishes a voluntary written authorization for such deduction, on a form acceptable to the University. Each member of the bargaining unit may cancel such written authorization by giving written notice of such cancellation to the University and AAUP only between December 14 and December 31 of any year to be effective January 1 of the ensuing year. The amount of AAUP professional dues shall be such amount as may be certified to the University by AAUP at least thirty (30) days prior to the date on which deduction of AAUP professional dues is to be made. Deductions of AAUP professional dues made pursuant hereto shall be remitted by the University to AAUP every four weeks, together with a list of names of members of the bargaining unit from whose pay such deductions were made.

#### VI--REPRESENTATION FEE

##### 1. Representation Fee Deduction

The parties agree that effective January 1, 1981 all employees in the bargaining unit who do not become members of the Rutgers Council of AAUP Chapters shall have deducted from their salaries and forwarded to the AAUP a representation fee in a manner and in an amount as provided below.

2. Representation Fee Amount

At least thirty (30) days before the effective date of the representation fee, or any subsequent modification thereof, the AAUP shall notify the University of the representation fee sum to be deducted from non members' salaries. Any change in the representation fee shall be made upon written notification to the University.

3. Representation Fee Deductions

The representation fee shall be deducted from non-members' salaries in equal bi-weekly installments. Representation fee deductions from the salaries of all non-member employees shall commence on or after but in no case sooner than the thirtieth (30th) day following the beginning of an employee's employment in a bargaining-unit position or the tenth (10th) day following re-entry into the bargaining-unit for employees who previously served in bargaining-unit positions and who continued in the employ of the University in a non-bargaining-unit position. For the purpose of this Article, academic-year employees shall be considered to be in continuous employment.

If, during the course of the year, the non-member becomes an AAUP member, the University shall cease deducting the representation fee and commence deducting the AAUP dues after written notification by AAUP of the change in status. Conversely, if, during the course of the year, the AAUP member directs the University to cease AAUP dues deductions in a manner appropriate under the terms of the dues check-off agreement, the University shall commence deduction of the representation fee after written notification by the AAUP of the change in status. After deduction, representation fees shall be transmitted to the AAUP in the same manner and in the same time as AAUP dues.

4. Indemnification

The AAUP hereby agrees to indemnify, defend, and save harmless the University from any claim, suit or action, or judgements, including reasonable costs of defense which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of the Agreement.

VII--DESIGNATION OF AAUP  
REPRESENTATIVES AND THEIR PRIVILEGES

1. The University and AAUP agree to recognize the designated representatives of each for the purposes of collective negotiations, such designation to be made in writing by each party to the other. This designation shall not preclude others, in reasonable numbers, from attending collective negotiations at the invitation of either party for the purpose of providing factual knowledge or expertise with respect to a particular subject for collective negotiations.
2. The University agrees that one faculty member designated by AAUP may devote a portion of his or her professional time to official AAUP business. The AAUP will provide the resources to support one teaching assistant assigned to the department in which the designated faculty member functions, for the benefit of that faculty member. In addition, the Vice-President for University Personnel shall in writing inform appropriate deans, and other academic officers serving as superiors to the duly elected officers of the AAUP, of the identity of the AAUP officers, and the nature of their responsibilities.
3. Representatives of AAUP shall be permitted to transact official business on University property at all reasonable times, provided that this shall not interfere with or interrupt normal University operations.
4. AAUP and its representatives shall have the right to use University buildings at all reasonable hours for meetings provided they follow regular University procedures.
5. AAUP shall have the right to make reasonable use of the University facilities and equipment, including duplicating, computing and office equipment, and available audiovisual equipment, all in accordance with University procedures. AAUP shall pay reasonable costs for the use of facilities and equipment.
6. AAUP shall have the right to post bulletins and notices to the employees it represents, relevant to official AAUP business, without seeking permission or approval.
7. A packet of materials prepared by AAUP and provided to the administration in sufficient numbers shall be sent to each new bargaining unit member of the University as part of the total package sent by the University prior to employment.

## VIII—SALARY PROVISIONS

Subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purposes identified for the full period covered by this Agreement, the following economic provisions shall apply:

### FACULTY SALARY PROVISIONS

#### I. Fiscal Year 1981-82

Subject to the statutory maximum effective July 1, 1981 and to the maximum allowable salary for each range as indicated in Appendix B:

- A. All current members of the faculty who were members of the faculty on June 30, 1981 shall receive the following increases based on their June 30, 1981 salaries:
  - 1. a 6% increase retroactive to July 1, 1981;
  - 2. an additional 4% increase retroactive to January 1, 1982.
  
- B. In addition, all eligible current members of the faculty who were members of the faculty on June 30, 1981 and who were not, on June 30, 1981, at the maximum salary for their range shall, on the appropriate 1981-82 anniversary date, receive an increment in range as specified hereafter. Those faculty members whose salary on June 30, 1981 was:
  - 1. below \$20,000 will receive a full increment;\*
  - 2. between \$20,000 and \$26,000 will receive 80% of a full increment;
  - 3. between \$26,000 and \$30,000 will receive 60% of a full increment;
  - 4. between \$30,000 and \$45,500 will receive 40% of a full increment; and
  - 5. over \$45,500 will receive 20% of a full increment.
  
- C. Provisions A. and B. above shall also apply to all persons who are not currently members of the faculty who meet all of the following three conditions: 1) he/she was a member of the faculty on June 30, 1981 and 2) his/her employment as a faculty member continued at least until December 31, 1981 and 3) he/she did not hold a grant-funded appointment.

\*A full increment is equal to one-seventh of the difference between the minimum and maximum salary amounts of the range on which the faculty member is situated as of a specific date.

## II. Fiscal Year 1982-83

Subject to the statutory maximum effective July 1, 1982 and to the maximum allowable salary for each range as indicated in Appendix C:

- A. Effective July 1, 1982, all persons who are members of the faculty on June 30, 1982 and whose employment as faculty members continues beyond that date shall receive a 7% increase to their June 30, 1982 salaries.
- B. In addition, all eligible persons who are members of the faculty on June 30, 1982 and whose employment as faculty members continues beyond that date and who are not, on June 30, 1982, at the maximum salary for their range shall, on the appropriate 1982-83 anniversary date, receive an increment in range, as specified hereafter. Those faculty members whose salary on June 30, 1982 was:
  1. below \$22,000 will receive a full increment;
  2. between \$22,000 and \$28,600 will receive 80% of a full increment;
  3. between \$28,600 and \$33,000 will receive 60% of a full increment;
  4. between \$33,000 and \$50,000 will receive 40% of a full increment; and
  5. over \$50,000 will receive 20% of a full increment.

## III. Faculty Promotional Salary Adjustments

### A. Promotion to Instructor and Assistant Professor

1. For promotions effective July 1, 1981:
  - a. The faculty member will receive the salary increase appropriate to his/her 1980-81 rank, range, and salary as provided in I. A. above.
  - b. The faculty member will then receive an increase equal to the dollar value of the increment appropriate to his/her 1980-81 rank, range, and salary, as provided in I. B. above, regardless of his/her step.
  - c. The faculty member will then receive a promotional increment equal to 5% of the minimum salary on the appropriate range on the 1981-82 salary schedule for his/her 1980-81 rank.
  - d. The faculty member will then be placed at the appropriate dollar amount, as derived from a., b. and c. above, on the 1981-82 salary schedule for his/her new rank at the lowest range that will permit his/her placement at a point not higher than step 16 of a range. If the required dollar amount has not been reached by step 16 of the highest range for the rank, then the faculty member will be placed on that range at the appropriate dollar amount between step 16 and the maximum.

2. For promotions effective July 1, 1982:

- a. The faculty member will receive the salary increase appropriate to his/her 1981-82 rank, range, and salary as provided in II. A. above.
- b. The faculty member will then receive an increase equal to the dollar value of the increment appropriate to his/her 1981-82 rank, range, and salary, as provided in II. B. above, regardless of his/her step.
- c. The faculty member will then receive a promotional increment equal to 5% of the minimum salary on the appropriate range on the 1982-83 salary schedule for his/her 1981-82 rank.
- d. The faculty member will then be placed at the appropriate dollar amount, as derived from a., b. and c. above, on the 1982-83 salary schedule for his/her new rank at the lowest range that will permit his/her placement at a point not higher than step 16 of a range. If the required dollar amount has not been reached by step 16 of the highest range for the rank, then the faculty member will be placed on that range at the appropriate dollar amount between step 16 and the maximum.

B. Promotion to Associate Professor and Professor I

1. For Promotions effective July 1, 1981:

- a. The faculty member will receive the salary increase appropriate to his/her 1980-81 rank, range, and salary as provided in I. A. above.
- b. The faculty member will then receive an increase equal to the dollar value of the increment appropriate to his/her 1980-81 rank, range, and salary, as provided in I. B. above, regardless of his/her step.
- c. The faculty member will then receive a promotional increment equal to 10% of the minimum salary on the appropriate range on the 1981-82 salary schedule for his/her 1980-81 rank.
- d. The faculty member will then be placed at the appropriate dollar amount, as derived from a., b. and c. above, on the 1981-82 salary schedule for his/her new rank at the lowest range that will permit his/her placement:
  - 1) not higher than step 3 of a range if his/her step on the 1980-81 salary schedule was one or two;
  - 2) not higher than step 6 of a range if his/her step on the 1980-81 salary schedule was three;

- 3) not higher than step 11 of a range if his/her step on the 1980-81 salary schedule was:
  - a) four, for promotion to Associate Professor, or
  - b) four or five, for promotion to Professor I;
- 4) not higher than step 16 of a range if his/her step on the 1980-81 salary schedule was:
  - a) above four, for promotion to Associate Professor, or
  - b) above five, for promotion to Professor I.

If the required dollar amount has not been reached by the appropriate step, as provided above, on the highest range for the rank, then the faculty member will be placed on that range at the appropriate dollar amount between the appropriate step, as provided above, and the maximum.

2. For promotions effective July 1, 1982:

- a. The faculty member will receive the salary increase appropriate to his/her 1981-82 rank, range, and salary as provided in II. A. above.
- b. The faculty member will then receive an increase equal to the dollar value of the increment appropriate to his/her 1981-82 rank, range, and salary, as provided in II. B. above, regardless of his/her step.
- c. The faculty member will then receive a promotional increment equal to 10% of the minimum salary on the appropriate range on the 1982-83 salary schedule for his/her 1981-82 rank.
- d. The faculty member will then be placed at the appropriate dollar amount, as derived from a., b. and c. above, on the 1982-83 salary schedule for his/her new rank at the lowest range that will permit his/her placement:
  - 1) not higher than step 3 of a range if his/her 1981-82 step was 8 or below;
  - 2) not higher than step 6 of a range if his/her 1981-82 step was 9 through 13;
  - 3) not higher than step 11 of a range if his/her 1981-82 step was 14 through 18;
  - 4) not higher than step 16 of a range if his/her 1981-82 step was 19 or above.

If the required dollar amount has not been reached by the appropriate step, as provided above, on the highest range for the rank, then the faculty member will be placed on that range at the appropriate dollar amount between the appropriate step, as provided above, and the maximum.

C. Promotion to Professor II

1. For promotions effective July 1, 1981:
  - a. The faculty member will receive the salary increase appropriate to his/her 1980-81 rank, range, and salary as provided in I. A. above.
  - b. The faculty member will then receive an increase equal to the dollar value of the increment appropriate to his/her 1980-81 rank, range, and salary, as provided in I. B. above, regardless of his/her step.
  - c. The faculty member will then be equalized to the 1981-82 Professor II salary schedule.
2. For promotions effective July 1, 1982:
  - a. The faculty member will receive the salary increase appropriate to his/her 1981-82 rank, range, and salary as provided in II. A. above.
  - b. The faculty member will then receive an increase equal to the dollar value of the increment appropriate to his/her 1981-82 rank, range, and salary, as provided in II. B. above, regardless of his/her step.
  - c. The faculty member will then be equalized to the 1982-83 Professor II salary schedule.

IV. Supplemental Salary Adjustments

During the term of this Agreement additional salary adjustments may be made according to a program to be established and administered by the University. An individual award granted under this program shall not exceed 5% of that faculty member's salary. Supplemental salary adjustments will total \$425,000 in the first year of this Agreement and an equivalent amount in the second year of this Agreement.

TEACHING AND GRADUATE ASSISTANTS - SALARY PROVISIONS

I. Fiscal Year 1981-82

- A. Retroactive to the period from July 1, 1981 to December 31, 1981, the following Teaching and Graduate Assistant salary schedule will be in effect:

	<u>AY</u>	<u>CY</u>
Teaching Assistant I	5415	6227
Graduate Assistant I	5415	6227
Teaching Assistant II	5565	6399
Graduate Assistant II	5565	6399

Teaching Assistant III	5715	6572
Graduate Assistant III	5715	6572

Retroactive to January 1, 1982, the following Teaching and Graduate Assistant salary schedule will be in effect:

	<u>AY</u>	<u>CY</u>
Teaching Assistant I	5624	6468
Graduate Assistant I	5624	6468
Teaching Assistant II	5774	6640
Graduate Assistant II	5774	6640
Teaching Assistant III	5924	6813
Graduate Assistant III	5924	6813

- B. In addition, all individuals who held appointments as teaching or graduate assistants during the 1980-81 fiscal year:
1. at step I and who have received an appointment as a teaching or graduate assistant during the 1981-82 fiscal year shall be placed on step II on the above 1981-82 schedules.
  2. at step II and who have received an appointment as a teaching or graduate assistant during the 1981-82 fiscal year shall be placed on step III on the above 1981-82 schedules.

II. Fiscal Year 1982-83

- A. Effective July 1, 1982, the following Teaching and Graduate Assistant salary schedule will be in effect:

	<u>AY</u>	<u>CY</u>
Teaching Assistant I	6086	7000
Graduate Assistant I	6086	7000
Teaching Assistant II	6236	7171
Graduate Assistant II	6236	7171
Teaching Assistant III	6386	7344
Graduate Assistant III	6386	7344

- B. In addition, all individuals who held appointments as teaching or graduate assistants during the 1981-82 fiscal year:
1. at step I and who receive an appointment as a teaching or graduate assistant during the 1982-83 fiscal year shall be placed on step II on the above 1982-83 schedule.

2. at step II and who receive an appointment as a teaching or graduate assistant during the 1982-83 fiscal year shall be placed on step III on the above 1982-83 schedule.

## IX—GRIEVANCE PROCEDURE

### A. Grievances under this Procedure.

1. A grievance under this Article IX is defined as:

#### Category One:

An allegation that, with respect only to those provisions of this Agreement which affect terms and conditions of employment as that concept has been defined by law, there has been a violation of such a provision or provisions of this Agreement which has affected the terms and conditions of employment of a member or members of the bargaining unit.

or

#### Category Two:

An allegation that, with respect only to those University policies, agreements, administrative decisions or Regulations which affect terms and conditions of employment as that concept has been defined by law, there has been a misrepresentation, misapplication or violation of such a University policy, agreement, administrative decision or Regulation which has affected the terms and conditions of employment of a member or members of the bargaining unit.

2. Excluded from this grievance procedure are:
  - a. All matters defined grievable under the terms of other grievance procedures between the University and the AAUP;
  - b. An allegation that in the evaluation of a grievant for reappointment, promotion and/or tenure, a University Regulation, an established practice or a provision of this Agreement was violated in the failure to award reappointment, promotion and/or tenure to the grievant;
  - c. Any claimed violation of University Regulations or this Agreement or established policy or practice regarding reappointment of Teaching Assistants/Graduate Assistants.
3. A grievance under this Article may be filed by a bargaining unit member or members, if more than one member has been affected, or by the AAUP.
4. Any matter which is mandated by law to be a subject of a grievance procedure of the Agreement and which has not been provided for herein shall be deemed a Category Two grievance.

B. Requirements for Filing.

1. A grievance must be filed in writing within 30 working days of the date on which the grievant should reasonably have known of its occurrence. The written statement of the grievance shall specify whether the grievance is a Category One or a Category Two grievance or both; shall contain a statement of the facts surrounding the grievance; shall specify the provision or provisions of this Agreement, Regulations, policies, agreements or administrative decisions which have allegedly been violated, misapplied or misinterpreted; and shall specify the relief sought.
2. Grievances submitted from New Brunswick shall be delivered to the Office of the Vice President for University Personnel, in which case the delivery date will establish the timeliness of the filing. Grievances submitted from the Camden and Newark Campuses as well as other locations outside New Brunswick shall be sent by United States mail to the Vice President for University Personnel in which case the postmark date will establish the timeliness of filing.
3. The grievant shall also file a copy of the grievance statement with the AAUP.

C. STEP ONE

1. Within 40 working days of the receipt of the grievance, or within 20 days if the parties agree that the problem requires an accelerated schedule, the Vice President for University Personnel shall render a written response.
2. The Vice President for University Personnel, simultaneously with submitting his or her written response to the grievant, shall also submit a copy of the response to the AAUP.
3. The Vice President for University Personnel or his or her designee(s) may conduct such investigation as he or she may require in order to render a written response, including meeting(s) with the grievant.
4. The grievant will have the opportunity to meet with the Vice President or his or her designee if the grievant requests such a meeting within 10 working days of the filing of the grievance. The meeting shall be scheduled within 10 working days of the request.
5. In instances when the parties agree that the problem requires an accelerated schedule, if a meeting is requested at the time the grievance is filed, it shall be scheduled within 5 working days of the receipt of the grievance.
6. The grievant may be assisted by up to two representatives approved by the AAUP. Both shall be members of the bargaining unit and/or AAUP staff. Neither of the grievant's representatives nor the University's representatives or designees shall be attorneys.

D. STEP TWO - ARBITRATION

1. If the AAUP is not satisfied with the disposition of the grievance at step one, the AAUP, upon written notification to the Vice President for University Personnel and written request to the State Mediation Service for a list of arbitrators within 15 working days of receipt of the step one decision, may appeal the grievance to a tri-partite arbitration panel.
2. The arbitration panel shall conduct a hearing and:
  - a. Binding Arbitration

In the case of Category One grievances, render a decision which shall be final and binding on the AAUP, the grievant(s) and the University;

or

- b. Advisory Arbitration

In the case of Category Two grievances, render a recommendation to the Office of the President. The President's decision will be final and binding for all internal University purposes. Such decision will be rendered within 15 days of receipt of the arbitration panel report. If the President modifies or rejects the recommendations of the arbitrator or the arbitration panel, he/she will set forth the reasons for such modification or rejection.
3. The arbitration panel's decision or recommendation shall be rendered in accordance with law. The arbitration panel shall not have the authority to amend, alter, or in any way change a University policy, Regulation, established practice or provision of this Agreement.
4. Any party may request a stenographic record. If such transcript is agreed upon by the parties, or in appropriate cases determined by the neutral arbitrator, to be the official record of the proceeding, it must be made available to the arbitrator, and to the other party for inspection, at a time and place determined by the arbitrator. The total cost of such a record shall be shared equally by those parties that order copies.
5. Arbitration Panel

The arbitration panel shall be composed of one representative designated by AAUP, one representative designated by the University and one neutral third party mutually acceptable to both. The University and the AAUP representatives shall be employees of Rutgers. The University and AAUP may mutually agree not to designate panel representatives, in which instance the neutral third party shall hear the appeal.

6. The neutral third party shall be selected from the lists of arbitrators supplied through the New Jersey State Mediation Service under the rules of that agency.
7. The AAUP and the University shall designate their respective representatives on the arbitration panel no later than 10 working days before the date set for the arbitration hearing.
8. The costs and expenses incurred by each party shall be paid by the party incurring the costs, except that the fees of the neutral arbitrator and the fee, if any, of the administering agency shall be borne equally by the University and the AAUP

E. Miscellaneous

1. "Working Days" are all days on which the administrative offices of the University are open for business as specified in the administrative calendar consistent with the academic or calendar year appointment of the grievant(s).
2. The time limits prescribed for each decision-making may be extended at any time as may be mutually agreed upon in writing by the parties to this Agreement.

A contention by the AAUP that a University decision that a grievance is not timely filed is in error shall be expeditiously submitted to binding arbitration unless the parties to this Agreement mutually agree otherwise. Until the timeliness matter is resolved, the grievance filed shall remain in abeyance.

3. In order to assist AAUP in its determination as to whether or not the grievance should be pursued beyond step one, the Vice President for University Personnel or his or her designee, upon request of AAUP, shall make available to the AAUP a copy of the written policy, Regulation, agreement or administrative decision affecting terms and conditions of employment as defined by law, cited in his or her written response as a basis of the answer to the grievance.
4. Whether or not pursued, this procedure shall constitute the sole and exclusive right and remedy of bargaining unit members and the AAUP for any and all claims cognizable under this procedure. A written response at step one which is not appealed to step two, by written notification to the Vice President for University Personnel within 15 working days of the receipt of the step one response, shall be considered a binding and final settlement of the grievance. If there is no written response at step one, the AAUP shall retain the right to proceed to step two without regard to the time limitations specified in D. 1. above.

Exception as to Category Two Grievances. If the AAUP does not timely invoke step two, and the AAUP and/or the grievant(s) commence a Court proceeding pertaining to the grievance within 30 working days of the last date upon which the AAUP could have timely invoked step two, the defenses of exhaustion of remedies or exclusivity of the grievance procedure will not be available to the University in such Court proceeding. Nothing contained herein shall be construed or implied as a recognition by the University that the AAUP and/or grievant has any enforceable right against the University with respect to any misinterpretation, misapplication or violation of University policy, agreement, administrative decision or Regulation.

## X—FACULTY PERSONNEL GRIEVANCE PROCEDURE

### I. Definitions of a Grievance and Grievant

A. A grievance under Article X is an allegation that in the evaluation of the grievant for reappointment, promotion and/or tenure, a University Regulation, an established practice or a provision of this Agreement was violated in the failure to award reappointment, promotion and/or tenure to the grievant. An established practice within the meaning of this Article is one which is not inconsistent with either a University Regulation or a provision of this Agreement. A University Regulation, an established practice or a provision of this Agreement is violated within the meaning of this Article when the action taken pursuant to the University Regulation, the established practice or the provision of this Agreement is arbitrary or capricious and/or is based on personal prejudice against the grievant.

B. A grievant within the meaning of this Article is a faculty member in the bargaining unit who files a grievance under this Article. A grievant shall retain the right to process a grievance to completion regardless of his/her employment status.

C. The statement of grievance must:

1. identify the University Regulation, the established practice or provision of this Agreement allegedly violated in the evaluation of the grievant for reappointment, promotion and/or tenure, and
2. set forth the alleged facts in support of the grievance.

D. A grievance may be resolved informally by the grievant and the University at any time. The informal resolution of a grievance shall not constitute precedent for the formal or informal resolution of any grievance or for any other purpose.

## II. Filing Procedures

Grievances shall be filed with the Office of the Vice President for University Personnel according to the schedule specified in Section VII. Such grievances shall be logged in as to date of receipt and forwarded within one working day to Reviewing Officer and to the AAUP.

Such grievances shall be reviewed and forwarded by the Reviewing Officer as per the provisions of A-E below within ten working days of the date on which the grievance was filed.

A. The Reviewing Officer shall forward to the appropriate Provost's office each grievance statement which meets the filing requirements specified in the procedure. Notices of the grievance acceptance shall be sent to the grievant and to the AAUP.

B. Any grievance statement which the Reviewing Officer determines to fail to meet the filing requirements specified in the procedure shall be returned to the grievant with a written statement specifying the procedural defects leading to its rejection. A copy of such statement shall be sent the AAUP.

C. Unless the Reviewing Officer has held the grievance to be untimely, the Grievant may resubmit a revised statement within ten working days of receipt of the letter rejecting the grievance. Such resubmission to the Reviewing Officer shall be handled according to the above procedure. Failure to resubmit a revised statement within ten (10) working days will constitute withdrawal of the grievance.

If the Reviewing Officer has held the grievance to be untimely, the Grievant may appeal that decision to the Filing Board as provided in D. below.

D. In the event the Grievant does not accept the action taken by the Reviewing Officer:

1. The Grievant may submit the issue to the Filing Board. Such submission must be made within five working days of receipt of the Reviewing Officer's action.
2. The Grievant may request a hearing before the Filing Board. Such hearing shall be held within seven working days of receipt of the issue. The Grievant may be represented by an AAUP advisor at such hearing.
3. The Filing Board shall review the submissions and render a decision in writing within ten working days of receipt.
4. If the Filing Board sustains the claim that the grievance filing meets the procedural requirements or should be accepted as timely filed, it shall forward the grievance statement to the appropriate Provost's office with notice of acceptance to the grievant and the AAUP.

5. If the Filing Board rejects the claim that the grievance filing meets the procedural requirements, it shall notify the Grievant as per the provisions of Section B. If the grievance has been rejected for reasons other than timeliness, the grievance may be resubmitted as per the provisions of C. above.
  6. The decision of the Filing Board shall be final and binding on the Grievant, the University and the AAUP.
- E. In the event the Reviewing Officer or the Filing Board finds that the grievance does not conform to the definition of a grievance as specified in Section IA of this procedure, it shall take one of the following actions:
1. If the Reviewing Officer or the Filing Board asserts that the matter alleged in the grievance is a matter that is grievable under some other grievance procedure, it shall so inform the Grievant. The requirements for timeliness of filing in such other procedure shall be adjusted appropriately for the resubmission of the grievance.
  2. If the Reviewing Officer or the Filing Board asserts that the matter alleged in the grievance is not grievable under any contractual grievance procedure because of limitations on grievability under the New Jersey Employer-Employee Relations Act, it shall so advise the Grievant and the parties to the contract. Either party and/or the Grievant may then invoke the mechanism appropriate to the hearing and adjudication of such issue under the law.
- F. If the Reviewing Officer fails to meet the deadlines specified herein, either the Grievant or the AAUP may forward the grievance to the Filing Board.

### III. Hearing Before the Grievance Committee

#### A. Functions and Authority

1. The Grievance Committee shall conduct hearings, to commence within ten working days of the date the grievance was referred to it.
2. It is expected that the hearings shall be completed within twenty-five working days of the date of the initial hearing.
3. Within five working days of the final hearing session, the Committee shall render a decision in writing. The decision shall address all allegations raised in the grievance, determining for each whether the facts alleged have been proven and, if proven, constitute a violation as defined in section I. of this procedure. This decision shall be binding on the University, the Grievant, and the AAUP. Copies of the Grievance Committee's decision shall be sent to the Grievant, the AAUP, the University Representative, the appropriate Provost and the Vice President for University Personnel.

4. The standard of proof shall be met when the preponderance of written and oral evidence about an alleged fact and/or alleged violation as presented at the hearing is sufficient to sustain the allegation.

5. When the Committee finds that facts alleged have been proven and that they constitute a violation as defined in section I. of this procedure, it shall order a remand to correct the found defect(s).

6. When a remand is so ordered, the Grievant and the appropriate member of the Administration shall meet in an effort to fashion a remedy to correct the specific defect(s). If such agreement is reached, it will be reduced to writing and signed by the University and the Grievant. Such remedy shall be implemented promptly.

7. If no agreement is reached within ten working days of receipt of the decision, it shall be the responsibility of the University to fashion an appropriate remedy, making certain that all the identified defects are properly and promptly corrected.

8. No one found to have been biased or to have been otherwise responsible for the defects shall participate in the fashioning of a remedy.

9. The sole and exclusive remedy under this procedure shall be a remand of the reappointment, promotion, and/or tenure decision.

10. Requests for extensions of any of the above time limits may be granted only by mutual agreement of the AAUP and the University.

#### B. Hearing Procedures before the Grievance Committee

1. The University Representative shall be the person designated by the Administration to present the case for the University.

2. The University Representative may be assisted by two Advisors.

3. The Grievant may be represented and assisted by two Advisors.

4. Normally, the University Representative, the University Representative's Advisor and the Grievant's Advisors shall not be attorneys except that attorneys who hold faculty rank at the University shall not be excluded from functioning in these roles. However, if either party chooses to be represented by an attorney, the other party may be so represented.

5. The Grievant and the University Representative may call and cross-examine witnesses, including, but not limited to, those persons whose actions are alleged to have constituted grievable actions.

6. The Grievant may offer testimony and, if he or she does so, is subject to cross examination.
7. The University Representative may present testimony and, if he or she does so, is subject to cross examination.
8. Observers of the hearing are permitted with the consent of the Grievant and the University Representative.
9. Documents may be introduced to the Grievance Committee from the time the grievance is filed until the Committee declares the hearing to be terminated.
10. There shall be no ex parte communication regarding the grievance with the Grievance Committee by the Grievant, the University Representative, the AAUP or the University Administration.
11. Either party may tape the proceedings of the hearing.
12. Prior to the start of the hearing, the Administration shall, insofar as it is possible for it to do so, make available to the grievant all relevant requested documents and other relevant information, other than outside confidential letters and the promotion packets of other faculty.
13. Outside confidential letters of recommendation are those letters received in response to solicitation under form 1A.

Outside confidential letters of recommendation shall not be made available to the Grievant or to his or her advisors, nor shall they be offered or admitted into evidence before the Grievance Committee, the Filing Board or the Permanent Panel on Procedures.

In those cases in which the outside confidential letters of recommendation are the basis of a grievance, evidence respecting the contents of the letters may be introduced only through the following procedure:

Two (2) neutral tenured faculty members, each mutually acceptable to the Grievant and to the University, shall be appointed by the Grievance Committee. The letters shall be turned over to the neutrals on a confidential basis. The neutrals shall examine the letters, investigate the allegations as they deem necessary, and issue their report(s) to the University Representative, the Grievance Committee and the Grievant. Upon receipt of the neutrals' report, the Grievant may submit a request to the Grievance Committee that a second list of questions be addressed to the neutrals. The confidentiality of the contents and the identity of the writers shall be protected at all times.

14. The confidentiality of the procedure appropriate to the maintenance of due process shall be adhered to by both parties. Claims by either party of breaches of such confidentiality shall be referred to the Permanent Panel on Procedures.

IV. Settlement of Procedural Questions Arising During Hearings of the Grievance Committee

A. A question arising during the processing of a grievance under this procedure concerning the interpretation and/or application of this procedure may be raised by the Grievant or the University Representative as a matter for determination by the Grievance Committee.

1. In the event the Grievance Committee declines to determine the matter or the Grievant or the University Representative is not satisfied with the soundness of the interpretation and/or application, that procedural issue shall be referred to the Permanent Panel on Procedures, as per section C.1. below.

2. If such issue is not settled by the Grievance Committee, the Grievant and/or the University Representative may request that the hearings be suspended pending review by the Permanent Panel on Procedures.

3. If suspension as per Section 2. is not requested, the hearing may proceed to consider matters on which no issue of interpretation or application of procedure has been raised.

4. A ruling made by the Grievance Committee on the interpretation or application of this procedure that is not referred by the Grievant or the University Representative to the Permanent Panel on Procedures at the time of such ruling shall be binding on the parties to this and only this case.

B. A question concerning a matter of procedure not specifically addressed by this procedure shall be referred within two working days of the date the issue arose to the parties to this agreement (AAUP and the University) for a joint determination that shall amend the procedure on this question.

Should the AAUP and the University fail to reach such agreement within five working days of submission to them, the question may be submitted to the Permanent Panel on Procedures by the parties raising the question for an ad hoc procedure to be implemented in the instant case as a reasonable solution to the issue at hand. Any such ad hoc procedures shall not be a precedent in any other case. The Permanent Panel on Procedures shall render a decision within seven working days of the date the matter was submitted to them.

C. The Permanent Panel on Procedures shall have the authority to make binding decisions on the interpretation and/or the application of provisions of this procedure where such issues are referred to it under the provision of section IV, A. 1-2. Matters so referred shall be handled as follows:

1. The Grievant and/or University Representative shall submit their respective claims in writing to the parties to the Agreement (AAUP and the University) within two working days of the date the issue arose. The parties shall each prepare a written position on the issue to be forwarded to the Permanent Panel on Procedures, with each party copying the other, within five working days of receipt of the statement of claim.

2. Either the AAUP or the University may request a hearing on the matter before the Permanent Panel on Procedures. Such request shall be made at the time of the party's submission of its position to the Permanent Panel on Procedures.

If no hearing is requested, the Permanent Panel on Procedures may request a meeting with the parties to this Agreement to discuss the matter.

Any hearing or meeting shall take place within five working days of the Permanent Panel on Procedures' receipt of the parties' submissions.

The Permanent Panel on Procedures shall render its decision on the matter within seven working days of the receipt of the parties' submissions. A ruling by the Permanent Panel on Procedures on the interpretation and/or application of provisions of this Agreement shall be binding on the Grievant, the University and the AAUP.

The decision of the Permanent Panel on Procedures shall be rendered in accordance with law and shall be within the scope of its authority as provided in this procedure.

V. Composition and Selection of Boards, Panels & Grievance Committees

A. The Filing Board

The Filing Board shall be composed of one person appointed by the Administration, one person appointed by the AAUP, and a third person jointly appointed by the Administration and AAUP. Such appointees shall be employees of the University but may not, for the term of their service on this panel, also serve as members of the Permanent Panel on Procedures, as the Reviewing Officer, as a University Representative, as an Advisor, as a member of a grievance committee, or as a participant in any grievance under this procedure.

B. Permanent Panel on Procedures

The Permanent Panel on Procedures shall be composed of one person appointed by the Administration, one person appointed by the AAUP, and a third person jointly appointed by the Administration and the AAUP.

Such appointees shall be employees of the University but may not, for the term of their service on this panel, also serve as members of the Filing Board, as the Reviewing Officer, a University Representative, as an Advisor, as a member of a grievance committee, or as a participant in any grievance under this procedure. Members of the panel shall be appointed March 1st of each year for one-year terms and may be reappointed according to the above requirements.

### C. Grievance Committees

Within 10 working days of the date a grievance has been accepted as properly filed by the Reviewing Officer or the Permanent Panel on Procedures, a Grievance Committee shall be established jointly by the Administration and AAUP to hear the case, according to the following procedures:

1. A chairperson of the Grievance Committee shall be selected by rotation from the jointly determined pool\* of tenured faculty (Chair Pool).
2. Two additional faculty members shall be chosen by lot from the jointly determined pool\* of tenured faculty (Committee Pool).
3. No person shall serve on a Grievance Committee for a case in which he/she has participated in the evaluation process.
4. The Grievant may challenge the participation of any Grievance Committee panelist for cause. If such challenge cannot be resolved informally, the matter shall be referred to the Permanent Panel on Procedures for a binding determination.
5. A challenge for cause shall state in writing the reason for the challenge.
6. At the request of either the Grievant or the Administration, the Permanent Panel on Procedures shall hold a meeting within five working days of receipt of the challenge.

#### \*Identification of Pools

Annually, prior to the commencement of the hearing process, the Administration and AAUP shall mutually identify grievance panelists as follows:

There will be one Chair Pool for each geographic area consisting of tenured members of the faculty in the bargaining unit from the area. There shall be at least 24 persons in the New Brunswick Chair Pool; at least 12 persons in the Newark Chair Pool; and at least 6 persons in the Camden Chair Pool.

A Committee Pool shall be established for each geographic area consisting of tenured members of the faculty in the bargaining unit from the area. There shall be at least 48 persons in the New Brunswick Committee Pool; at least 24 persons in the Newark Committee Pool; and at least 12 persons in the Camden Committee Pool.

If the Administration and the AAUP cannot achieve a consensus on the membership of any Pool or any portion thereof, they shall each prepare a list of names according to the following generalized formula specified below:

#### Generalized Formula

Each party shall submit the number of names needed to fill the remaining vacancies, rounded upward to the next even number.

The lists shall then be combined and each party may strike twenty-five percent of the total number of names on the combined list. The remaining names shall constitute the Pool or portion thereof.

#### VI. Miscellaneous

A. Neither the Filing Board, the Permanent Panel on Procedures, nor the Grievance Committees shall have the authority to amend, alter, or in any way change a University Regulation, an established practice or a provision of this Agreement or to substitute its judgement for the academic judgement of persons charged with the responsibility for making such judgements.

B. No reprisals shall be taken against any Grievant, Advisor, witness, or member of a Grievance Committee for participation in the grievance process. Claims of any such reprisals shall be grievable.

C. If the first remanded evaluation results in a negative personnel action, the Grievant shall receive a twelve-month\* extension of employment, dating from the date the grievant is informed of the negative decision. However, such employment will be extended to the end of the academic semester in which the twelve-month extension concludes. It is understood that only one such extension of employment per Grievant as a result of utilization of this grievance procedure will be granted.

\*The provision of twelve months applies only to those Grievants to whom, according to University Regulations, notice of twelve months is due. For Grievants to whom notice of three months or six months is due by University Regulation, the extension shall be for three or six months, as appropriate to the Regulation, extended to the end of the academic semester in which the extension concludes.

## VII. Time Limits

Grievances shall be filed within thirty working days of the date on which the Grievant had knowledge of the event out of which the grievance arose except that, in the event the grievance arises between April 1st and June 30th, the due date for filing the complete grievance shall be the second Monday in September. However, such prospective grievant shall, by July 15, file in writing with the Office of the Vice President for University Personnel a notice of intent to file.

For the purpose of this procedure, "working days" are all days between September 1 and June 30 in which the Administrative offices of the University are officially open for business as specified in the administrative calendar.

Requests for extensions of time limits specified in this grievance procedure may be granted only by mutual agreement of the University and the AAUP.

### XI--TEACHING ASSISTANT/GRADUATE ASSISTANT PERSONNEL GRIEVANCE PROCEDURE

1. A grievance under this Article XI is defined as any claimed violation of University Regulations or this Agreement or established policy or practice regarding reappointment of Teaching Assistants/Graduate Assistants, and excludes all other grievance procedures and the matters grievable under their terms.
2. At any step in the grievance procedure, the grievant may request participation of an AAUP-appointed representative. A maximum of two such representatives may be active at any one time.
3. This procedure is designed to expedite the resolution of problems which arise in connection with the reappointment of Graduate Assistants and Teaching Assistants at the University.
4. In each of the steps described below, the following conditions should be understood:
  - a. The Teaching Assistant or Graduate Assistant, hereinafter referred to as "grievant," may be accompanied by an observer and may be assisted by a representative in presenting the case.
  - b. The time limits prescribed for decision-making may be extended at any time as may be mutually agreed upon in writing by the parties.
  - c. The substance of all proceedings will be confidential.

5. Step 1 - The grievant shall present the grievance to his or her supervisor within twenty (20) working days after knowledge of the occurrence of the event out of which the grievance arises. In the case of a Teaching Assistant, this usually will be the professor in charge of the course; for a Graduate Assistant, it will be the director of the research project on which he or she is working. Five (5) working days from initial presentation will be allowed for effective resolution.

Step 2 - If resolution is not achieved at step 1, the grievant shall address the matter to the chairperson of the department, or designee, within which he or she is employed. Five (5) working days from initial presentation will be allowed for effective resolution.

Step 3 - If resolution is not achieved at the earlier, informal steps, the grievant shall submit the appeal, in writing, to the dean or director of the academic unit. Concurrently, a copy of the appeal shall be sent to the AAUP and to the Director, Office of Employment Counsel. Ten (10) working days from receipt of the written appeal will be allowed for effective resolution.

Step 4 - If the grievant does not achieve resolution at the preceding step, his or her case then should be presented to an Appeals Committee (appointed for a one-year term) to be comprised of three University-employed graduate students selected by AAUP and three University representatives selected by the Vice-President for Academic Affairs. The Committee should be allowed twenty (20) working days calculated from the date of its receipt of the case in dispute. Upon completion of its work, the Committee shall present its recommendation to the Vice-President for University Personnel. The Vice-President shall have twenty (20) working days following receipt of the Committee's report to accept, reject, or otherwise modify the recommendations. The Vice-President for University Personnel shall be deemed to have accepted the recommendations of the Appeals Committee if he/she takes no action within the prescribed period.

## XII—TEACHING ASSISTANTS/GRADUATE ASSISTANTS

### 1. Notice of Reappointment

All currently employed Teaching Assistants and Graduate Assistants shall be notified of their status for the coming academic year on or before March 31. Said notification shall be either 1) reappointment, 2) non-reappointment, 3) waiting list, with reappointment contingent upon the availability of funding or meeting other established criteria. In all cases in which a Teaching Assistant or Graduate Assistant is placed on a waiting list, he/she shall be notified as to his/her status as soon as possible thereafter. Individual contract letters shall be issued to Teaching Assistants and Graduate Assistants upon appointment and reappointment.

2. Workload

Teaching Assistants and Graduate Assistants shall be notified on or before the first day of class of their assignment for the coming year. It is understood that unexpected course enrollment changes may require modification of the assignment. A Teaching Assistant or Graduate Assistant with a standard appointment shall be required to work an average of fifteen (15) hours a week (this average may be computed over the period of the appointment), or a prorated portion thereof if the appointment is less than standard.

XIII—PROMOTION AND REAPPOINTMENT PACKET

The administration will furnish to the AAUP each year a copy of all material contained in the promotion and reappointment packet forms prior to their distribution.

XIV—FACULTY REAPPOINTMENT/PROMOTION

1. Each faculty member who is to be considered for reappointment or promotion shall be notified by the department chairperson at least thirty (30) days in advance that said consideration shall take place. The faculty member may submit to the department chairperson a curriculum vitae and any other documents or materials he/she wishes to have considered. A list, compiled by the faculty member, of the documents submitted to the chairperson shall be attached to the promotion packet. It shall be the responsibility of the chairperson to circulate that material, together with any other relevant material, to the appropriate reviewing bodies.

If any document or documents, other than confidential outside letters of recommendation and the official reappointment/promotion forms and supplements thereto, are added to the promotion packet, a copy of said document(s) shall be transmitted immediately to the candidate; the candidate shall have the right to submit a response or rebuttal within five (5) days. The response shall be directed to that level of the evaluation at which the added document was received and shall become a part of the promotion packet. With the exception noted above, no other materials or documents may be introduced by the candidate after the review process has commenced.

With the exception of confidential outside letters of recommendation solicited in accordance with University Regulations and those documents which are generally public knowledge such as published student evaluations, published articles and other similar documents, only those materials in the official file (Article XIX) may be used in conducting the review.

2. The candidate shall be notified of the departmental decision by the department chairperson in writing within five (5) days from the date such decision is made. The candidate will be notified in writing by the Dean or his designee of the final decision in the particular personnel action within ten (10) days of receipt of the knowledge that the final decision by the appropriate person or Committee has been made.
3. Each faculty member who is appointed or reappointed shall be given a written statement of the conditions for consideration for future reappointment, or a statement of non-reappointment. At the request of the faculty member a written statement of the reasons for the non-reappointment shall be provided.
4. Faculty members who hold temporary titles may be considered for other appointments in accordance with regular University practices and policies.
5. For candidates in the first year of service requiring recommendation for reappointment, the departmental process shall be initiated no later than the last week of the first semester of service and shall be completed in time to conform to the appropriate date of notification as specified in University Regulations.
6. For candidates beyond the first year of service, the departmental recommendation shall be forwarded at least one month prior to the required date of notification.
7. The University shall transmit to AAUP within ten (10) working days of final decision written notice of each denial of promotion and tenure.

#### XV—PROFESSIONAL DUTIES

The parties recognize that the University accomplishes a variety of academic and professional services including undergraduate, graduate, and professional instruction, research and community service. The professional duties required of the faculty shall be in accordance with the mission of the University.

Individual workload assignments of members of the bargaining unit shall be consistent with the practice of their department, program, or unit.

Claims of inconsistency with such practices by members of the bargaining unit shall be grievable as a Category Two grievance under the contract grievance procedure (Article IX).

## XVI--DISABILITY RESULTING FROM PREGNANCY

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, short-term disabilities. All employment policies and practices involving commencement and duration of leave, availability of extensions, accrual of seniority and other benefits and privileges, and reinstatement and payment, shall be applied to disabilities due to the above causes as they are applied to other short-term disabilities incurred by members of the bargaining unit.

## XVII--LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence without pay up to two (2) years shall be granted to faculty members of the bargaining unit on request with the approval of the dean and department chairperson; such approval may not be unreasonably withheld. A request shall ordinarily be made one year in advance; however, in the event of unusual circumstances (unanticipated occurrences) notice shall be given as promptly as possible.

A leave for personal convenience (such as, but not limited to, health, completion of a terminal degree) shall extend the term of appointment by the amount of the leave and the time shall not count in the probationary period, except that personal leave taken during the period following an unconditional notice of non-reappointment, shall not extend the term of the appointment. Leaves for professional development (such as, but not limited to visiting lecturer at another institution, governmental internship, or consulting and similar activities) shall be included in the probationary period.

In the event a leave for personal convenience is taken for one semester, the faculty member may, at his/her option, have the entire year excluded from the probationary period and the period and length of the appointment shall be correspondingly extended. During the alternate semester the prefix "adjunct" shall be used in the title of the person claiming exemption from the probationary period. A statement in writing to exclude the alternate semester shall be submitted by the faculty member to the Dean or Director immediately before or immediately after the actual leave and shall be part of the personnel file. This option, which excludes the entire year and correspondingly extends the appointment period, may be exercised retroactively by those faculty who have already taken personal leave under revised 60.1, but shall not apply to faculty currently serving a terminal year.

Normal University policy regarding benefits shall apply. A faculty member who has been on a leave for professional development shall receive on return any salary improvements he/she would have received had he/she been serving at Rutgers during the leave period. A faculty member on returning from personal leave shall receive only the salary improvement that other members of the bargaining unit receive for the academic year in which he/she returns.

A joint study committee will be established to review University and State policies on the application of fringe benefits under paid and unpaid leaves of absence. The committee will identify problem areas and submit proposals for future negotiations where applicable.

#### XVIII--PERSONNEL FILES

1. The official personnel file for each faculty member shall be maintained in the office of the appropriate dean or director. The contents of this file shall include:
  - a. Documents submitted by the faculty member or placed in his/her file at his/her request.
  - b. Documents concerning the individual's employment history at the University and all records of personnel decisions affecting his or her compensation or employment status.
  - c. Copies of materials assembled in accordance with University Regulations, practices and policies, or the terms of this Agreement concerning the evaluation, reappointment, promotion or tenure of each faculty member, with the exception of outside confidential letters of recommendation.
2. Any member of the faculty may have access to all documents in his/her official personnel file, including internal evaluations related to the individual, and may add to those records such materials as the individual believes necessary to give a reasonable representation of the individual's record.
3. The personnel file described in section 1 above shall be available for examination by the faculty member who shall be entitled to review such personnel file at reasonable hours upon written request and to purchase copies of any or all materials contained therein.
4. When a personnel action has been initiated by a department or other appropriate body, access to the promotion forms related to that action will not be available to the faculty member until that personnel action has been completed.
5. If a faculty member alleges that material belonging in his/her personnel file, as defined in 1 above, exists and has not been placed in his/her personnel file, the faculty member may apply in writing to his/her Provost, requesting access to the material. This request must specify, to the best of the faculty member's knowledge, the nature of the material and its location within the University.

Within fifteen (15) working days of such request, the Provost or his/her designee shall respond by either:

- a. Producing the material requested, or
- b. Certifying in writing that, to the best of his/her knowledge the alleged material does not exist, or that it exists but does not belong in the faculty member's personnel file. Such certification shall be placed in the personnel file and shall serve to preclude the use of such material in any personnel action.

#### XIX--MISCELLANEOUS

1. Agenda materials for the regular monthly public meeting of the Board of Governors will be forwarded to the AAUP at the time they are distributed to the members of the Board of Governors with the following exceptions:

- a. All items related to personnel actions;
- b. Items whose disclosure would be prejudicial to the interests of the University.

2. a. Before being presented to the Board of Governors proposed changes in University Regulations, policies and/or practices affecting the terms and conditions of employment of the members of the bargaining unit shall first be submitted to AAUP for negotiation.

b. Section a above shall be construed to require negotiations only as to those aspects of such proposed changes which constitute mandatory subjects of negotiation. Disputes concerning the application of section 2a. and b. shall be resolved by submission to the Public Employment Relations Commission under its scope-of-negotiation processes.

3. The AAUP agrees to pay one half the printing costs of the 1981-83 Contract.

4. The annual motor vehicle registration fee for employees wishing to register their vehicles for the use of surface campus parking facilities shall be 1/10 of 1% of the employee's annual salary.

#### XX--HEALTH AND SAFETY

A. There shall be a joint AAUP-University Standing Committee on Health and Safety, consisting of six voting members and four alternate members, with an equal number appointed by each party.

The Committee shall meet by-monthly, or at the request of either party, to discuss employment-related health and safety problems, to review practices related to health and safety, and to make constructive recommendations to the University with respect to health and safety in the University. Copies of these recommendations will be sent simultaneously to the AAUP.

The Committee shall elect a Chair and a Secretary each year from among its members. The Chair and the Secretary shall not be members appointed by the same party in any one year.

B. It shall be the responsibility of the Committee to request of the University such specific information as the Committee deems necessary to the conduct of its business. The University shall provide appropriate information requested by the Committee. Information provided to the Committee by the University shall be confidential and solely for use by the Committee in the performance of its contractual obligations.

C. Bargaining unit members are responsible for reporting health and safety problems to their Dean or Director and to the Department of Radiation and Environmental Health and Safety. Such reports shall be filed on the Health and Safety Report Form. The University is responsible for promptly reporting such problems to the AAUP-University Joint Committee identified in Section A. above. The University is responsible for maintaining a supply of Health and Safety Report Forms in every University department where bargaining unit members are employed.

D. No bargaining unit member shall be required to work under conditions where there has been a determination, on a reasonable basis in fact, that those conditions pose an immediate danger to health and safety. It shall be the responsibility of the University to make such determinations as rapidly as possible.

XXI—TERM OF AGREEMENT

This agreement shall be effective from April 7, 1982 to June 30, 1983.

The parties may by mutual agreement continue the terms of the existing agreement beyond June 30, 1983. In this event, either party may terminate such agreement by thirty (30) days written notice to the other.

FOR THE RUTGERS COUNCIL

Jack L. Nelson  
Richard W. Saiter  
R.S.B.  
Judy Green  
Charles J. Kruberg  
Luther Strenius Elstner  
George Minnett  
Joan C. Luckhardt  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR RUTGERS UNIVERSITY

Susan G. Cole  
Ellen Hill  
James E. Green  
Monnet G. Wolfson  
Christina B. Mowry  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

APPENDIX A

ACADEMIC TITLES COVERED BY AAUP AGREEMENT

<u>CODE</u>		<u>TITLE</u>	<u>CODE</u>		
<u>A.Y.</u>	<u>C.Y.</u>		<u>A.Y.</u>	<u>C.Y.</u>	
89000	89010	Professor II	85000	85010	Instructor
99000	99010	Research Professor II	95000	95010	Extension Associate
99020	99030	Research Specialist II	95040	95050	Research Associate
99040	99050	Professor Law II	95060	95070	Lecturer (Instructor)
99060	99070	Lecturer (Professor II)	95080	95090	Librarian IV
99100	99110	Extension Specialist (Prof II)	95120	95130	Physical Education Instr.
99140	99150	Law Librarian I	95140	95150	County Agent IV
			95200	95210	Other Acad (Instructor)
88000	88010	Professor I	95220	95230	Adjunct Instructor
98000	98010	Research Professor I		95250	Adjunct Lecturer (Instr.)
98020	98030	Research Specialist I	95260	95270	Adjunct County Agent IV
98040	98050	Lecturer (Professor I)			
98060	98070	Extension Specialist (Prof I)	84000	84010	Assistant Instructor
98120	98130	Librarian I	94000	94010	County Agent V
98140	98150	Law Librarian II	94020	94030	Librarian V
98160	98170	Professor Law I	94100	94110	Other Acad (Asst Instr.)
98180	98190	County Agent I (Professor I)	94120	94130	Extension Assistant
98200	09210	Physical Education Specialist(Prof I)	94160	94170	Research Assistant
98260	98270	Other Academic (Prof I)	94180	94190	Lecturer (Asst Instr.)
87000	87010	Associate Professor			
97000	97010	Associate Research Specialist	OTHER TITLES COVERED BY AAUP AGREEMENT		
97020	97030	Associate Research Professor	99710	99712	Teaching Assistant I
97040	97050	Associate Extension Specialist	99711	99713	Teaching Assistant II
97080		Adjunct Associate Professor	99714	99715	Teaching Assistant III
97100	97110	Librarian II			
97120	97130	Law Librarian III	99730	99732	Graduate Assistant I
97140	97150	Associate Professor Law	99731	99733	Graduate Assistant II
97160	97170	Lecturer (Associate Professor)	99734	99735	Graduate Assistant III
97180	97190	County Agent II			
97200	97210	Physical Education Specialist II			
97260	97270	Other Academic (Associate Prof)	99740	99742	Graduate Assistant I (TE)
			99741	99743	Graduate Assistant II (TE)
			99744	99745	Graduate Assistant III (TE)
86000	86010	Assistant Professor			
96000	96010	Assistant Research Professor			
96020	96030	Assistant Research Specialist			
96040	96050	Assistant Extension Specialist			
96080	96090	Adjunct Assistant Professor			
96100	96110	Librarian III			
96120	96130	Law Librarian IV			
96140	96150	Assistant Professor Law			
96160	96170	Lecturer (Assistant Professor)			
96180	96190	County Agent III			
96200	96210	Physical Education Specialist III			
96240	96250	Adjunct County Agent III			
96260	96270	Other Academic (Assistant Prof)			
96280	96290	Adjunct Lecturer (Asst Prof)			

## APPENDIX B

## RUTGERS • THE STATE UNIVERSITY • OFFICE OF UNIVERSITY PERSONNEL

I. Academic Salaries Effective July 1, 1981

<u>Rank &amp; Type of Appointment</u>	<u>Range no.</u>	<u>Minimum Salary</u>	<u>Maximum Salary</u>	<u>Full Increment</u>
Asst. Instructor AY	14	12214	16112	557
	15	12771	16864	585
	16	13356	17653	614
Asst. Instructor CY	17	14026	18537	645
	18	14670	19408	677
	19	15347	20321	711
Instructor AY	17	14196	18708	645
	18	14840	19578	677
	19	15517	20491	711
	20	16228	21451	746
	21	16974	22458	783
	22	17757	23516	823
Instructor CY	20	16340	21563	746
	21	17087	22571	783
	22	17870	23628	823
	23	18693	24739	864
	24	19556	25905	907
	25	20463	27129	952
Asst. Professor AY	21	17257	22741	783
	22	18040	23799	823
	23	18863	24909	864
	24	19727	26075	907
	25	20634	27300	952
	26	21586	28585	1000
Asst. Professor CY	24	19955	26304	907
	25	20862	27529	952
	26	21815	28814	1000
	27	22814	30164	1050
	28	23864	31582	1102
	29	24967	33070	1158
Assoc. Professor AY	25	20976	27643	952
	26	21928	28928	1000
	27	22928	30278	1050
	28	23978	31696	1103
	29	25081	33184	1158
	30	26238	34747	1216

<u>Rank &amp; Type of Appointment</u>	<u>Range no.</u>	<u>Minimum Salary</u>	<u>Maximum Salary</u>	<u>Full Increment</u>
Assoc. Professor CY	28	24262	31979	1102
	29	25364	33468	1158
	30	26522	35030	1216
	31	27737	36671	1276
	32	29014	38394	1340
	33	30354	40203	1407
Professor I AY	30	26750	35259	1216
	31	27966	36900	1276
	32	29242	38623	1340
	33	30582	40433	1407
	34	31989	42332	1478
Professor I CY	33	30866	40717	1407
	34	32273	42616	1478
	35	33751	44611	1551
	36	35302	46705	1629
	37	36931	48905	1710
Professor II AY	37	37390	49365	1711
	38	39101	51674	1796
	39	40897	54099	1886
Professor II CY	40	42889	55405	1980
	41	44869	55424	2079
	42	46948	55445	2183
Asst. Professor Law	28	24092	31809	1102
	29	25194	33297	1158
	30	26352	34860	1216
Assoc. Professor Law	31	27851	36786	1276
	32	29128	38509	1340
	33	30468	40318	1407
Professor I Law	34	32386	42729	1478
	35	33863	44723	1551
	36	35415	46818	1629
Professor II Law	38	39207	51778	1796
	39	41003	54203	1886
	40	42889	55405	1980
	41	44869	55424	2079
	42	46948	55445	2183

II. Academic Salaries Effective January 1, 1982

<u>Rank &amp; Type of Appointment</u>	<u>Range no.</u>	<u>Minimum Salary</u>	<u>Maximum Salary</u>	<u>Full Increment</u>
Asst. Instructor AY	14	12675	16720	578
	15	13253	17500	607
	16	13860	18319	637
Asst. Instructor CY	17	14555	19237	669
	18	15224	20140	702
	19	15926	21088	737
Instructor AY	17	14731	19414	669
	18	15400	20317	702
	19	16103	21265	737
	20	16840	22260	774
	21	17614	23306	813
	22	18427	24403	854
Instructor CY	20	16957	22377	774
	21	17731	23422	813
	22	18544	24520	854
	23	19398	25672	896
	24	20294	26882	941
	25	21235	28153	988
Asst. Professor AY	21	17908	23599	813
	22	18721	24697	854
	23	19575	25849	896
	24	20471	27059	941
	25	21412	28330	988
	26	22400	29664	1038
Asst. Professor CY	24	20708	27297	941
	25	21649	28568	988
	26	22638	29902	1038
	27	23675	31303	1090
	28	24765	32774	1144
	29	25909	34318	1201
Assoc. Professor AY	25	21767	28686	988
	26	22756	30020	1038
	27	23794	31421	1090
	28	24883	32892	1144
	29	26027	34436	1201
	30	27229	36058	1261

<u>Rank &amp; Type of Appointment</u>		<u>Range no.</u>	<u>Minimum Salary</u>	<u>Maximum Salary</u>	<u>Full Increment</u>
Assoc. Professor	CY	28	25177	33186	1144
		29	26321	34730	1201
		30	27523	36352	1261
		31	28784	38055	1324
		32	30108	39843	1391
		33	31499	41720	1460
Professor I	AY	30	27760	36590	1261
		31	29021	38293	1325
		32	30346	40081	1391
		33	31736	41958	1460
		34	33197	43930	1533
Professor I	CY	33	32031	42253	1460
		34	33491	44224	1533
		35	35025	46294	1610
		36	36634	48468	1690
		37	38325	50750	1775
Professor II	AY	37	38801	51228	1775
		38	40576	53624	1864
		39	42440	55500	1957
Professor II	CY	40	44507	55500	2055
		41	46562	55500	2157
		42	48719	55500	2265
Asst. Professor Law		28	25001	33009	1144
		29	26145	34554	1201
		30	27346	36176	1261
Assoc. Professor Law		31	28902	38174	1324
		32	30227	39962	1391
		33	31618	41839	1460
Professor I Law		34	33608	44341	1533
		35	35141	46411	1610
		36	36751	48584	1690
Professor II Law		38	40687	53732	1864
		39	42550	55500	1957
		40	44507	55500	2055
		41	46562	55500	2157
		42	48719	55500	2265

APPENDIX C

RUTGERS • THE STATE UNIVERSITY • OFFICE OF UNIVERSITY PERSONNEL

Academic Salaries Effective July 1, 1982

<u>Rank &amp; Type of Appointment</u>	<u>Range no.</u>	<u>Minimum Salary</u>	<u>Maximum Salary</u>	<u>Full Increment</u>
Asst. Instructor AY	14	13562	17890	618
	15	14181	18725	649
	16	14830	19602	682
Asst. Instructor CY	17	15574	20584	716
	18	16289	21550	751
	19	17041	22564	789
Instructor AY	17	15763	20773	716
	18	16478	21739	751
	19	17230	22753	789
	20	18019	23818	829
	21	18847	24937	870
	22	19717	26111	913
Instructor CY	20	18144	23943	828
	21	18973	25062	870
	22	19842	26236	913
	23	20756	27469	959
	24	21715	28764	1007
	25	22722	30124	1057
Asst. Professor AY	21	19162	25251	870
	22	20032	26425	913
	23	20945	27659	959
	24	21904	28953	1007
	25	22911	30313	1057
	26	23968	31740	1110
Asst. Professor CY	24	22158	29208	1007
	25	23165	30567	1057
	26	24222	31995	1110
	27	25333	33494	1166
	28	26499	35068	1224
	29	27723	36720	1285
Assoc. Professor AY	25	23291	30694	1058
	26	24349	32121	1110
	27	25459	33620	1166
	28	26625	35194	1224
	29	27849	36847	1285
	30	29135	38582	1350

<u>Rank &amp; Type of Appointment</u>	<u>Range no.</u>	<u>Minimum Salary</u>	<u>Maximum Salary</u>	<u>Full Increment</u>
Assoc. Professor CY	28	26940	35509	1224
	29	28164	37162	1285
	30	29449	38897	1350
	31	30799	40719	1417
	32	32216	42632	1488
	33	33704	44641	1562
Professor I AY	30	29703	39151	1350
	31	31052	40973	1417
	32	32470	42886	1488
	33	33958	44895	1563
	34	35520	47005	1641
Professor I CY	33	34273	45211	1563
	34	35836	47320	1641
	35	37476	49535	1723
	36	39199	51861	1809
	37	41008	54303	1899
Professor II AY	37	41517	54814	1900
	38	43417	57378	1995
	39	45411	59000	2094
Professor II CY	40	47623	59000	2199
	41	49821	59000	2308
	42	52130	59000	2424
Asst. Professor Law	28	26751	35320	1224
	29	27975	36973	1285
	30	29260	38708	1350
Assoc. Professor Law	31	30926	40846	1417
	32	32343	42759	1488
	33	33831	44768	1562
Professor I Law	34	35961	47445	1641
	35	37601	49660	1723
	36	39324	51985	1809
Professor II Law	38	43535	57493	1994
	39	45529	59000	2094
	40	47623	59000	2199
	41	49821	59000	2308
	42	52129	59000	2424

6178-0086181F012-05

*Justified 5/30  
7/20/82*

800096

*This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.*

Form Approved  
O.M.B. No. 1220-0001

MARCH 23, 1982

*Approved  
3/23/82*

RECEIVED

NOV 29 1982 - R MAR 30 1982  
OFFICE OF  
EMPLOYEE RELATIONS

OFFICE OF EMPLOYEE RELATIONS  
RUTGERS STATE UNIVERSITY  
60 COLLEGE AVENUE  
NEW BRUNSWICK, NJ. 08903

PREVIOUS AGREEMENT EXPIRED  
JUNE 30, 1981

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

RUTGERS UNIVERSITY PROF EES NEW BRUNSWICK NJ WITH UNIVERSITY PROFESSORS  
NEW JERSEY

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

*Janet L. Norwood*

JANET L. NORWOOD  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

*If more than one agreement, use back of form for each document. (Please Print)*

1. Approximate number of employees involved 3600
2. Number and location of establishments covered by agreement Rutgers, The State University - 3 campuses  
New Brunswick, Camden, Newark, N.J.
3. Product, service, or type of business Higher Education
4. If your agreement has been extended, indicate new expiration date \_\_\_\_\_

Christine B. Mowry, Director, Office of 201 932 7162  
 Your Name and Position Employee Relations Area Code/Telephone Number  
60 College Avenue New Brunswick, N.J. 08901  
 Address City/State/ZIP Code