

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT
BETWEEN

RUTGERS THE STATE UNIVERSITY
OF NEW JERSEY

and

RUTGERS COUNCIL
of the
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS
CHAPTERS

July 1, 1975 - June 30, 1977

LIBRARY
Institute of Management and
Labor Relations

1976

RUTGERS UNIVERSITY

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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 18th day of May, 1976.

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.
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 50% 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--NONDISCRIMINATION

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, 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 at the end of the calendar month in which such deductions are made, together with a list of names of members of the bargaining unit from whose pay such deductions were made.

VI--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 UNIVERSITY will assign one teaching assistant 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.

- c. An amount not to exceed \$130,000 shall be deducted from the 7% across-the-board increase. Such adjustment will be made in the first three full pay periods of fiscal year 1976-77 and shall be applied as a special merit award of \$1000 each to 130 members of the faculty to be selected through procedures contained in f below. Allocations of awards shall be in direct proportion to all full-time faculty equivalent members of the bargaining unit in each of the four areas identified in section f. 3 below.
- d. The parties agree that the negotiation of a compensation package for the fiscal year 1977-78 will include the negotiation of a merit program.
- e. The above economic provisions are contingent upon the State Legislature's appropriation of funds for the specific purposes identified.
- f. 1976-77 Merit Award Procedures
 - 1. The criteria for merit shall be: teaching effectiveness, research, scholarly or creative activity, professional activity, and/or general usefulness.
 - 2. Nominations (with appropriate justification) to the department may be made by any ten faculty members, the chairperson of the department in consultation with the members of the department, the New Brunswick chairperson (where applicable), and/or the dean. After evaluation by the respective departments, all nominations shall be forwarded to the dean who shall rank the nominees and forward the nominations to a special merit committee as established in (3) below.
 - 3. Special merit committees shall be established for Camden, for Newark, for New Brunswick, and for University-wide units. Each special merit committee shall consist of members selected by Appointments and Promotions Committees from their own membership in each discrete unit, provided that for Camden, the committee shall consist of four members from the College of Arts and Sciences and two members from the School of Law; for Newark, the committee shall consist of two members from NCAS and one member from each of the other colleges; for New Brunswick, the committee shall consist of one member from each Appointments and Promotions Committee; and for University-wide units (University College, UED, Libraries) two members from each.
 - 4. Each merit committee shall determine its procedures upon consultation with the provost.
 - 5. Each merit committee shall recommend the nominees to the provost by ranking them up to 120% of the total allocation available to the committee's area of responsibility.

C Faculty Promotional Salary Adjustment

- a. A salary increment shall be added to the current salary of the faculty in the old range.
- b. The range and step in the matrix of ranges appropriate to the new rank shall be determined by seeking the step that is equal to or higher than the amount derived from (a) above by surveying the available ranges and steps in the following manner:
 - (1) Begin with the lowest range in the new rank and examine the dollar amount of its steps successively from one through four;
 - (2) Then, if the appropriate dollar amount has not been reached, examine step three of the next higher range followed by step four of that same range.
 - (3) If the appropriate dollar amount has not been reached, then examine step 3 followed by step 4 of the succeeding higher range, and so on.
 - (4) If, having arrived at step 4 of the highest range appropriate to the rank, the required salary has not been reached, move through the remaining steps of that range.

VIII--PRESCRIPTION DRUG PROGRAM

The Prescription Drug Program which the State has initiated shall be extended to all full-time members of the bargaining unit eligible for membership in the State Health Plan effective on or about July 1, 1976. The conditions of eligibility, the rate of deductible, the specific coverages and the other elements of the program including its administration shall be as provided and as established by the State.

This economic provision is contingent upon the State Legislature's enacting an appropriation of funds for this specific purpose and the availability of such funds for the implementation of this provision.

IX--GRIEVANCE PROCEDURE

1. A grievance under Article IX is defined as an alleged violation of provision or provisions of this Agreement or an alleged violation of University Regulations concerning terms and conditions of employment other than regulations concerning personnel actions, and excludes all other grievance procedures and matters grievable under their terms. A grievance under this Article may be filed by bargaining unit member(s) or by the AAUP.

2. Requirement for Filing - A grievance must be submitted in writing and shall contain a clear and concise statement of the facts surrounding the grievance, the provision or provisions of this Agreement or of the above mentioned Regulations allegedly violated, the relief requested, and the extent to which the grievant has sought an informal adjustment of the complaint.

3. The grievance will be handled in the following manner:

Step 1 - The grievance shall be filed at step one within 10 working days of knowledge of the event upon which the grievance is based with the appropriate dean or director, who may require the grievant to meet with his or her department chairperson or other administrator in an effort to resolve the grievance informally. If the grievance is not resolved informally, the dean or director shall hear the grievance within 10 working days of the date of receipt of the grievance and issue a written response within 10 working days of such meeting.

Step 2 - If the response at step one does not resolve the grievance, the grievant may appeal the matter to the appropriate Provost or other administrative officer to whom the hearing officer at step one reports within 5 working days of receipt of the response at step one. The grievance shall be heard by the appropriate administrator, within 10 working days, who shall issue a written response within 10 working days of such hearing.

Step 3 - If the response at step 2 does not resolve the grievance the grievant may appeal the matter to the Senior Vice-President for Academic Affairs within 5 working days. The grievance shall be heard by the Senior Vice-President or his designee within 15 working days of receipt who will respond to the grievance in writing within 10 working days.

Step 4 - If the grievant is not satisfied with the disposition of the grievance at step three, the Association, as representative of the employee may, upon written notification to the Vice-President for University Personnel, within 15 working days of the step 3 response, appeal the decision of the Senior Vice-President for Academic Affairs to advisory arbitration before a designee of Rutgers, a designee of the Association and a third individual to be designated jointly by Rutgers and the Association. The arbitrators shall conduct a hearing and investigation to determine the facts and render a recommendation for the resolution of the grievance within 30 days. In no event shall an arbitrator's recommendation have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement or any policy or regulation of the University.

Each party shall be responsible for the costs and expenses of its respective designees and each party shall pay one-half of the other costs and expenses of the arbitration process, including the fee of the jointly designated arbitrator.

The time limits prescribed for decision making may be extended at any time as may be mutually agreed upon in writing by the parties.

X--FACULTY PERSONNEL GRIEVANCE PROCEDURE

A. A grievance under this Article is defined as the claimed violation of established University regulations and procedures or provisions of the Agreement regarding the failure to award tenure, promotion or reappointment to the grievant, and excludes all other grievance procedures and matters grievable under their terms, except that any dispute involving the timeliness of filing must be processed under Article IX.

B. It is understood that this Agreement in no way diminishes the responsibility of faculty, department chairpersons, and of deans, directors and other appropriate administrative officials for the exercise of academic judgment.

Every attempt shall be made to resolve any grievance arising under this Article speedily and informally by meetings between those directly affected. A grievance may be settled informally at any step of the procedure.

C. Step 1 of the formal procedure must be commenced within 30 working days from the date on which the grievant learned of the event out of which the grievance arose, except that to the extent the University delays in complying with the requirements of Article XII, paragraph 7, the time limit for filing a grievance shall be extended for an equal period of time.

1. In the event the grievance arises between May 15 and September 1, the time for the initiation of the formal procedure shall be extended to September 15.
2. Extensions of time shall normally be granted for good and sufficient reason, such as illness of the grievant, by mutual consent and in writing.
3. The time limit shall be administered in a fair and reasonable manner.
4. University holidays, vacations, Saturdays and Sundays shall not be counted as working days.

D. Any grievance appeal of a faculty member--hereinafter called "the grievant"--shall be handled in the following manner:

Step 1 - Dean or Director

If the matter is not resolved the grievant must present an appeal in writing and signed by the grievant in the first instance to his/her dean or director (a copy of which may be forwarded to AAUP by the grievant), no later than 30 working days after knowledge of the event giving rise to the alleged grievance. This written appeal shall not prejudice or preclude the continuation of informal negotiations.

1. The dean or director shall discuss the grievance with the grievant.
2. If the grievant so requests, AAUP representatives shall be present, provided however that no more than two representatives may be present at any appropriate step as identified below. The dean or administration respondent may also be accompanied by an advisor at any step of this procedure.
3. The dean or director shall consider the appeal and shall reply in writing within fourteen (14) working days after receipt of the appeal.

Step 2 - Committee of Review

If the matter is not resolved at step 1, it shall be referred to the appropriate Committee of Review. If for any reason a Committee of Review cannot be constituted by the unit concerned for a grievance hearing, AAUP and the administration shall agree upon an appropriate mechanism for identifying a substitute committee.

1. A written appeal "Request for Referral to the Committee of Review" shall be filed with the Dean within ten (10) working days, with a copy to AAUP and to the Director, Office of Employment Counsel.
2. The dean shall transmit the appeal to the Committee of Review within seven (7) working days.
3. The Committee of Review must hear the case with concern for due process.
4. Procedures before the Committee of Review.
 - (a) The appeal must be in writing and set forth with specificity the bases for the appeal.
 - (b) Before the start of the grievance procedure, the grievant will agree, in writing to permit the presentation of all relevant testimony.
 - (c) The grievant must be afforded the opportunity to testify.
 - (d) The grievant must have the opportunity to be apprised of the bases upon which all actions were taken.
 - (e) AAUP representatives may be present and may counsel or represent the grievant if he/she so desires.
 - (f) The administration respondent may be accompanied by an advisor if he/she so desires.
 - (g) The grievant and the AAUP counselors, with the written consent of the grievant, shall have access to the grievant's file as specified in Article XIX of this Agreement.

- (h) The administration will, in so far as it is possible for it to do so, make available necessary documents and other evidence, and secure the cooperation of witnesses within its control.
- (i) The grievant and the appropriate administration respondent shall have the right to confront and cross-examine all witnesses.
- (j) Where a witness cannot or will not appear, but the committee determines that the interests of justice require admission of his/her statement, the committee will identify the witness, disclose the statement and if possible provide for interrogatories.
- (k) Confidential outside letters of recommendation shall not be made available to the grievant or the AAUP counselors, nor shall they be admitted into evidence.
- (l) In those grievances in which the confidential outside letters of recommendation are at issue in that the grievant alleges bias in either the contents or the solicitation of said letters, the matter shall be handled as follows:

Two neutral tenured faculty members, each mutually acceptable to both parties, shall be appointed. The letters shall be turned over to the neutrals on a confidential basis. Said neutrals shall examine the letters, investigate the allegations as they deem necessary including meeting with the parties to the grievance, and issue their report(s) to the Committee of Review and to the parties. The confidentiality of the contents and the identity of the writers shall be protected at all times. The Committee of Review shall consider the report(s) together with all the other evidence presented to it in arriving at its decision and recommendation.

- (m) The hearing shall be taped by the administration. The grievant may also record the proceeding either on tape or may have a court stenographer at his/her own expense.
- (n) The confidentiality of the proceeding shall be maintained. The testimony of any witness or party shall not be used without the consent of the witness or party except for the purposes of an appeal or related proceedings. Observers may not be present at the Committee of Review except with the consent of all the parties except that, when charges are made against a specific individual by the grievant, that person shall have the right to be present during any testimony involving his/her conduct and shall be given the opportunity to respond.

5. The decision of the Committee of Review must address itself to the issues raised. The Committee of Review must render its decision within ten (10) working days after the appeal has been heard by the Committee. This period may be extended by mutual consent to a maximum of ninety (90) working days.

Step 3 - University Appeals Committee

If the grievant or either party to this Agreement is not satisfied with the written decision of the Committee of Review, it shall be referred to the University Appeals Committee. The University Appeals Committee shall consist of the three faculty members selected by the AAUP and three persons selected by the University. To assure that the University Appeals Committee will be able to reach a majority decision, a seventh member shall be chosen by the appointed members. That member shall serve as the chairperson of the Committee but shall vote only in the event of a tie vote of the other members.

1. A written appeal shall be submitted within ten (10) working days of receipt of the decision of the Committee of Review to the University Appeals Committee.
2. The statement of appeal shall be submitted to the parties within ten (10) working days after receipt of a full transcript.
3. An appeal by either party from a decision of a Committee of Review shall be made only in compelling cases. Prior to making such an appeal, the appellant shall meet with the Committee of Review to discuss and explain the reasons for making the appeal. This meeting shall be confidential; no record shall be kept of the meeting, nor shall any participant be permitted to testify regarding any discussions which take place at this meeting. In the event the appellant is not able to secure a meeting with the Committee of Review within the ten (10) day period for appealing to the University Appeals Committee, the appellant shall file a Notice of Intent to Appeal with the University Appeals Committee and other appropriate parties. This Notice of Intent will automatically extend the time for filing the appropriate appeal an additional ten (10) days. If appellant, after diligent effort, is not able to meet with the Committee of Review within this period, he/she may proceed with his/her appeal.
4. The University Appeals Committee must hear the case with concern for due process as defined in step 2 above. The University Appeals Committee must render its decision within thirty (30) working days after the statement of appeal was presented to the Committee unless further time is granted by mutual consent. The decision of this Committee shall be considered advisory to the President and the Board of Governors.

Step 4 - Presidential Review

1. The decision of the University Appeals Committee shall be reviewed by the President. The President shall receive the complete official record but in no instance shall he/she admit additional testimony or evidence. After review by the President, he/she shall take one of the following actions within 15 working days of receiving the University Appeals Committee's decision:
 - a) support the recommendation
 - b) remand the case to the University Appeals Committee for clarification
 - c) remand for reconsideration

2. If after a remand the President is in disagreement with the University Appeals Committee on an interpretation or application of University Regulations with regard to an academic personnel decision, the President and the members of the University Appeals Committee shall meet in an effort to resolve that disagreement. If such meeting does not resolve the disagreement, the issue together with the positions of the University Appeals Committee and the President shall be put before the University Senate. The entire record examined by the University Appeals Committee shall be available on a confidential basis to the appropriate Senate body upon request. The Senate, after due consideration, will, within fifteen working days from the date the issue is formally submitted to it, transmit its findings with a recommendation for the resolution of the disagreement to the Board of Governors. The Board of Governors' decision on the issue shall be final.

E. The decisions of the Committee of Review and the recommendations of the University Appeals Committee and of the Senate shall be presented in writing to the appropriate dean or director, the respondent, the grievant, the AAUP office, AAUP representatives, the Director of the Office of Employment Counsel and the Vice-President for University Personnel. The University Appeals Committee recommendations shall also go to the Chairperson of the Committee of Review.

F. An appeal that is a group matter not related to a specific College or Division shall be presented in writing and signed by the grievant to the Senior Vice-President for Academic Affairs, within thirty (30) working days after the knowledge of the occurrence of the event out of which the appeal arises.

The Senior Vice-President for Academic Affairs shall reply in writing within fourteen (14) working days after receipt of the appeal. This shall replace steps 1 and 2.

G. Any written decision or written answer to an appeal made at any step which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing, shall be considered a final settlement and such settlement shall be binding upon the grievant(s) and the parties to this Agreement.

H. No reprisals shall be taken against any grievant nor shall any record of the grievance be incorporated in the individual's department or college personnel file.

**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 Senior 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--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.
8. This provision shall become effective July 1, 1976.

XIII--TEACHING ASSISTANTS/GRADUATE ASSISTANTS

1. Criteria for Reappointment

The faculties of the various graduate schools shall, subject to the approval of the graduate dean, establish general criteria for the reappointment of Teaching Assistants and Graduate Assistants. Individual departments (department shall mean Federated Department where applicable) may, in consultation with currently employed Teaching Assistants and Graduate Assistants, establish more specific guidelines which shall not be inconsistent with the general criteria referred to above or applicable University Regulations. These guidelines shall be published no later than November 15, 1976, and made available to all Teaching Assistants and Graduate Assistants.

Criteria to be considered may include, but shall not be limited to academic merit, teaching and/or research effectiveness, length (or limitation on length) of service, departmental need, successful completion of qualifying exams, grade point average. The graduate dean shall approve the departmental criteria. Where there is a dispute, the appropriate Provost shall be final authority.

2. Notice

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.

3. 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 pro-rated portion thereof if the appointment is less than standard.

XIV--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.

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 through step 3 of the contract grievance procedure. (Article IX.)

XVI--REDUCTION IN FORCE

1. a) Except in the case of retirement for age, tenured faculty member(s) shall be terminated only: (1) for adequate cause as defined in University Regulation 3.94 and implemented by 3.95 through 3.99a; or (2) under extraordinary circumstances because of financial exigencies; or (3) when the teaching, research or extension program in which the faculty member is involved is terminated for reasons other than financial exigencies and said faculty member(s) cannot be properly prepared for alternative duties.

b) Except in the case of retirement for age, non-tenured faculty member(s) shall be terminated during the term of their appointment only (1) for adequate cause as defined in the University Regulation 3.94 and implemented by 3.95 through 3.99a; or (2) under extraordinary circumstances because of financial exigencies; or (3) when the teaching, research or extension program in which the faculty member is involved is terminated for reasons other than financial exigencies.

c) Except as specifically modified above, Section 3.93 page 50.11a (Rev. 9/72) of the University Regulations shall continue in effect.

2. Where the University asserts that because of an existing or impending financial exigency it intends to terminate a faculty member or faculty members, it will present its proposal, with justification, to a joint committee composed of employees of the University who hold faculty status, three to be chosen by the University and three to be chosen by the AAUP, serving fixed terms, for evaluation by that committee. Except in emergency circumstances, the Committee shall be afforded at least fourteen days to review the University's proposal and to frame its recommendations. The Committee shall not modify any provisions of this Agreement nor assume the negotiating rights of the parties to this Agreement nor shall it consider the question of whether a financial exigency exists or is impending.

The University agrees that it will give full and fair consideration to the recommendations of the Committee prior to making the final determination. The Committee may be convened at the request of either the University or the AAUP.

XVII--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.

XVIII--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, department chairperson and New Brunswick chairperson where applicable; 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.

XIX--PERSONNEL FILES

1. 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. The contents of this file, except for routine personnel forms, shall be restricted to correspondence or documents received from the members of the faculty, and to correspondence or documents of which the faculty member has a received a copy.
2. 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 will 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 such faculty member, with the exception of outside confidential letters of recommendation.
3. The personnel file described in section 2 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 documents related to that action will not be available to the faculty member in the personnel file until that personnel action has been completed.

XX--FLEXIBLE FRINGE BENEFITS

A joint committee shall be appointed immediately by the Administration and AAUP, and convened by the AAUP, to develop a program proposal whereby a member of the bargaining unit may determine how funds allocated for fringe benefits shall be applied to his or her case, such proposal to be presented to the Administration and the AAUP by December 31, 1976. Any such proposal shall not be inconsistent with State statutes or regulations governing fringe benefits.

XXI--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:

- (1) All items related to personnel actions
- (2) Items whose disclosure would be prejudicial to the interests of the University

2a. 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 University will provide at its cost a copy of the Agreement to all members of the bargaining unit. The copy shall contain the current salary schedule.

XXII--OFFICIAL ANNOUNCEMENTS

The UNIVERSITY agrees that it will publish for consideration by the University community all proposed and adopted changes in and additions to official University rules and regulations.

XXIII--TERM OF AGREEMENT

This agreement shall be effective from May 18, 1976 to June 30, 1977.

At any time after September 1, 1976, either party may in writing request the commencement of negotiations for a new agreement to take effect on July 1, 1977.

The parties may by mutual agreement continue the terms of the existing agreement beyond June 30, 1977. In this event, either party may terminate such agreement by thirty (30) days written notice to the other.

FOR THE RUTGERS COUNCIL

Wells H. Keddies

Michael C. Jay

Richard W. Kautz

Robert I. Pypson Jr.

Harry H. Shapiro

Leo Troy

FOR RUTGERS UNIVERSITY

Robert H. Birkel

Ami J. Evangelides

Carter R. Smith

Christine B. Murray

DATE July 28 1976

APPENDIX A

ACADEMIC TITLES COVERED BY AAUP AGREEMENT

<u>CODE</u>		<u>TITLE</u>	<u>CODE</u>		<u>TITLE</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)	95220	95230	Adjunct Instructor
99140	99150	Law Librarian I		95250	Adjunct Lecturer (Instr.)
			95120	95130	Physical Education Instr..
			95140	95150	County Agent IV
88000	88010	Professor I			
98000	98010	Research Professor I			
98020	98030	Research Specialist I	84000	84010	Assistant Instructor
98040	98050	Lecturer (Professor I)	94000	94010	County Agent V
98060	98070	Extension Specialist (Prof I)	94020	94030	Librarian V
98120	98130	Librarian I	94120	94130	Extension Assistant
98140	98150	Law Librarian II	94180	94190	Lecturer (Assistant Instr.)
98160	98170	Professor Law I	94160	94170	Research Assistant
98180	98190	County Agent I (Professor I)			
98200	98210	Physical Education Specialist (Prof I)			
87000	87010	Associate Professor	OTHER TITLES COVERED BY AAUP AGREEMENT		
97000	97010	Associate Research Specialist	99710	99712	Teaching Assistant I
97020	97030	Associate Research Professor	99711	99713	Teaching Assistant II
97040	97050	Associate Extension Specialist	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			
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			
96280	96290	Adjunct Lecturer (Asst. Professor)			

A.Y. = Academic Year
C.Y. = Caldenar Year

RUTGERS • THE STATE UNIVERSITY • OFFICE OF UNIVERSITY PERSONNEL

Salary Schedules 75-76

Academic Salary Schedule Effective July 1, 1975--June 30, 1976

<u>Title</u>	<u>Range</u>	<u>Increment</u>	<u>Min. Start</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>Maximum</u>
Associate Professor (AY) (87000)	25	712	14235	14947	15659	16371	17083	17795	18507	19219
	26	747	14947	15694	16441	17188	17935	18682	19429	20176
	27	785	15694	16479	17264	18049	18834	19619	20404	21189
	28	824	16479	17303	18127	18951	19775	20599	21423	22247
	29	865	17303	18168	19033	19898	20763	21628	22493	23358
	30	908	18168	19076	19984	20892	21800	22708	23616	24524
Associate Professor (CY) (87010)	28	824	16479	17303	18127	18951	19775	20599	21423	22247
	29	865	17303	18168	19033	19898	20763	21628	22493	23358
	30	908	18168	19076	19984	20892	21800	22708	23616	24524
	31	954	19076	20030	20984	21938	22892	23846	24800	25754
	32	1002	20030	21032	22034	23036	24038	25040	26042	27044
	33	1052	21032	22084	23136	24188	25240	26292	27344	28396
Professor I (AY) (88000)	30	908	18168	19076	19984	20892	21800	22708	23616	24524
	31	954	19076	20030	20984	21938	22892	23846	24800	25754
	32	1002	20030	21032	22034	23036	24038	25040	26042	27044
	33	1052	21032	22084	23136	24188	25240	26292	27344	28396
	34	1104	22084	23188	24292	25396	26500	27604	28708	29812
	Professor I (CY) (88010)	33	1052	21032	22084	23136	24188	25240	26292	27344
34		1104	22084	23188	24292	25396	26500	27604	28708	29812
35		1159	23188	24347	25506	26665	27824	28983	30142	31301
36		1217	24347	25564	26781	27998	29215	30432	31649	32866
37		1278	25564	26842	28120	29398	30676	31954	33232	34510
Professor II (AY) (89000)		37	1278	25564	26842	28120	29398	30676	31954	33232
	38	1342	26842	28184	29526	30868	32210	33552	34894	36236
	39	1409	28184	29593	31002	32411	33820	35229	36638	38047
	Professor II (CY) (89010)	40	1480	29593	31073	32553	34033	35513	36993	38473
41		1554	31073	32627	34181	35735	37289	38843	40397	
42		1631	32627	34258	35889	37520	39151	40782		

RUTGERS • THE STATE UNIVERSITY • OFFICE OF UNIVERSITY PERSONNEL

Salary
Schedule
75-70

Academic Salary Schedule Effective July 1, 1975--June 30, 1976

<u>Title</u>	<u>Range</u>	<u>Increment</u>	<u>Mfn. Start</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>Maximum</u>
Assistant Instructor (AY) (84000)	14	416	8321	8737	9153	9569	9985	10401	10817	11233
	15	437	8737	9174	9611	10048	10485	10922	11359	11796
	16	459	9174	9633	10092	10551	11010	11469	11928	12387
Assistant Instructor (CY) (84010)	17	482	9633	10115	10597	11079	11561	12043	12525	13007
	18	506	10115	10621	11127	11633	12139	12645	13151	13657
	19	531	10621	11152	11683	12214	12745	13276	13807	14338
Instructor (AY) (85000)	17.	482	9633	10115	10597	11079	11561	12043	12525	13007
	18	506	10115	10621	11127	11633	12139	12645	13151	13657
	19	531	10621	11152	11683	12214	12745	13276	13807	14338
	20	558	11152	11710	12268	12826	13384	13942	14500	15058
	21	586	11710	12296	12882	13468	14054	14640	15226	15812
Instructor (CY) (85010)	22	615	12296	12911	13526	14141	14756	15371	15986	16601
	23	646	12911	13557	14203	14849	15495	16141	16787	17433
	24	678	13557	14235	14913	15591	16269	16947	17625	18303
	25	712	14235	14947	15659	16371	17083	17795	18507	19219
	26	747	14947	15694	16441	17188	17935	18682	19429	20176
Assistant Professor (AY) (86000)	21	586	11710	12296	12882	13468	14054	14640	15226	15812
	22	615	12296	12911	13526	14141	14756	15371	15986	16601
	23	646	12911	13557	14203	14849	15495	16141	16787	17433
	24	678	13557	14235	14913	15591	16269	16947	17625	18303
	25	712	14235	14947	15659	16371	17083	17795	18507	19219
	26	747	14947	15694	16441	17188	17935	18682	19429	20176
Assistant Professor (CY) (86010)	24	678	13557	14235	14913	15591	16269	16947	17625	18303
	25	712	14235	14947	15659	16371	17083	17795	18507	19219
	26	747	14947	15694	16441	17188	17935	18682	19429	20176
	27	785	15694	16479	17264	18049	18834	19619	20404	21189
	28	824	16479	17303	18127	18951	19775	20599	21423	22247
	29	865	17303	18168	19033	19898	20763	21628	22493	23358

RUTGERS • THE STATE UNIVERSITY • OFFICE OF UNIVERSITY PERSONNEL

Salary
Schedule
75-76

Academic Salary Schedule Effective July 1, 1975 -- June 30, 1976

Law School

<u>Title</u>	<u>Range</u>	<u>Increment</u>	<u>Min. Start</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>Maximum</u>
Assistant Professor (96140, 96150)	28	824	16479	17303	18127	18951	19775	20599	21423	22247
	29	865	17303	18168	19033	19898	20763	21628	22493	23358
	30	908	18168	19076	19984	20892	21800	22708	23616	24524
Associate Professor (97140, 97150)	31	954	19076	20030	20984	21938	22892	23846	24800	25754
	32	1002	20030	21032	22034	23036	24038	25040	26042	27044
	33	1052	21032	22084	23136	24188	25240	26292	27344	28396
Professor (98160, 98170)	34	1104	22084	23188	24292	25396	26500	27604	28708	29812
	35	1159	23188	24347	25506	26665	27824	28983	30142	31301
	36	1217	24347	25564	26781	27998	29215	30432	31649	32866
Distinguished Professor (99040, 99050)	38	1342	26842	28184	29526	30868	32210	33552	34894	36236
	39	1409	28184	29593	31002	32411	33820	35229	36638	38047
	40	1480	29593	31073	32553	34033	35513	36993	38473	39953

RUTGERS • THE STATE UNIVERSITY • OFFICE OF UNIVERSITY PERSONNEL

SALARY SCHEDULE FOR THE COMPENSATION OF TEACHING ASSISTANTS AND GRADUATE ASSISTANTS

	<u>1975-76</u>	
<u>TITLE</u>	<u>JOB CODE</u>	<u>SALARY</u>
<u>A. Y.</u>		
Teaching Assistant I	99710	\$3710
Graduate Assistant I	99730	\$3710
Teaching Assistant II	99711	\$3895
Graduate Assistant II	99731	\$3895
Teaching Assistant III	99714	\$4080
Graduate Assistant III	99734	\$4080
<u>C. Y.</u>		
Teaching Assistant I	99712	\$4267
Graduate Assistant I	99732	\$4267
Teaching Assistant II	99713	\$4479
Graduate Assistant II	99733	\$4479
Teaching Assistant III	99715	\$4692
Graduate Assistant III	99735	\$4692

Salary Schedule
76-77

<u>Title</u>	<u>Range</u>	<u>Increment</u>	<u>Min. Start</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>Maximum</u>
Associate Professor (A.Y.) (87000)	25	761	15223	15984	16745	17506	18267	19028	19789	20550
	26	799	15984	16783	17582	18381	19180	19979	20778	21577
	27	839	16783	17622	18461	19300	20139	20978	21817	22656
	28	881	17622	18503	19384	20265	21146	22027	22908	23789
	29	925	18503	19428	20353	21278	22203	23128	24053	24978
	30	971	19428	20399	21370	22341	23312	24283	25254	26225
Associate Professor (C.Y.) (87010)	28	881	17622	18503	19384	20265	21146	22027	22908	23789
	29	925	18503	19428	20353	21278	22203	23128	24053	24978
	30	971	19428	20399	21370	22341	23312	24283	25254	26225
	31	1020	20399	21419	22439	23459	24479	25499	26519	27539
	32	1071	21419	22490	23561	24632	25703	26774	27845	28916
	33	1125	22490	23615	24740	25865	26990	28115	29240	30365
Professor I (A.Y.) (88000)	30	971	19428	20399	21370	22341	23312	24283	25254	26225
	31	1020	20399	21419	22439	23459	24479	25499	26519	27539
	32	1071	21419	22490	23561	24632	25703	26774	27845	28916
	33	1125	22490	23615	24740	25865	26990	28115	29240	30365
	34	1181	23615	24796	25977	27158	28339	29520	30701	31882
	Professor I (C.Y.) (88010)	33	1125	22490	23615	24740	25865	26990	28115	29240
34		1181	23615	24796	25977	27158	28339	29520	30701	31882
35		1240	24796	26036	27276	28516	29756	30996	32236	33476
36		1302	26036	27338	28640	29942	31244	32546	33848	35150
37		1367	27338	28705	30072	31439	32806	34173	35540	36907
Professor II (A.Y.) (89000)		37	1367	27338	28705	30072	31439	32806	34173	35540
	38	1435	28705	30140	31575	33010	34445	35880	37315	38750
	39	1507	30140	31647	33154	34661	36168	37675	39182	40689
	Professor II (C.Y.) (89010)	40	1582	31647	33229	34811	36393	37975	39557	41139
41		1661	33229	34890	36551	38212	39873	41534		
42		1745	34890	36635	38380	40125	41870			

Note: (A.Y.) = Academic Year
(C.Y.) = Calendar Year

RUTGERS • THE STATE UNIVERSITY • OFFICE OF UNIVERSITY PERSONNEL

Salary Schedule for the Compensation of Teaching Assistants and Graduate Assistants

1976-77

<u>TITLE</u>	<u>JOB CODE</u>	<u>SALARY</u>
<u>Academic Year</u>		
Teaching Assistant I	99710	\$3,969
Graduate Assistant I	99730	\$3,969
Teaching Assistant II	99711	\$4,167
Graduate Assistant II	99731	\$4,167
Teaching Assistant III	99714	\$4,365
Graduate Assistant III	99734	\$4,365

Calendar Year

Teaching Assistant I	99712	\$4,565
Graduate Assistant I	99732	\$4,565
Teaching Assistant II	99713	\$4,792
Graduate Assistant II	99733	\$4,792
Teaching Assistant III	99715	\$5,020
Graduate Assistant III	99735	\$5,020

Salary Schedule
76-77

RUTGERS • THE STATE UNIVERSITY • OFFICE OF UNIVERSITY PERSONNEL

Academic Salary Schedule Effective July 1, 1976

Law School

<u>Title</u>	<u>Range</u>	<u>Increment</u>	<u>Min. Start</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>Maximum</u>
Assistant Professor (96140, 96150)	28	881	17622	18503	19384	20265	21146	22027	22908	23789
	29	925	18503	19428	20353	21278	22203	23128	24053	24978
	30	971	19428	20399	21370	22341	23312	24283	25254	26225
Associate Professor (97140, 97150)	31	1020	20399	21419	22439	23459	24479	25499	26519	27539
	32	1071	21419	22490	23561	24632	25703	26774	27845	28916
	33	1125	22490	23615	24740	25865	26990	28115	29240	30365
Professor (98160, 98170)	34	1181	23615	24796	25977	27158	28339	29520	30701	31882
	35	1240	24796	26036	27276	28516	29756	30996	32236	33476
	36	1302	26036	27338	28640	29942	31244	32546	33848	35150
Distinguished Professor (99040, 99050)	38	1435	28705	30140	31575	33010	34445	35880	37315	38750
	39	1507	30140	31647	33154	34661	36168	37675	39182	40689
	40	1582	31647	33229	34811	36393	37975	39557	41139	