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I N D E X

PREAMBLE		1
ARTICLE I	Recognition and Definitions	1
ARTICLE II	Administration of Agreement	2
ARTICLE III	Policy Statements	3
ARTICLE IV	Association Rights and Privileges	3
ARTICLE V	Dues Deductions	5
ARTICLE VI	Grievance Procedure	6
ARTICLE VII	Appointment and Retention of Faculty	10
ARTICLE VIII	Promotions	11
ARTICLE IX	Teaching Load	13
ARTICLE X	Personnel Files	15
ARTICLE XI	Faculty Rights, Privileges and Tenure	16
ARTICLE XII	Management Rights	19
ARTICLE XIII	Association/Employer Information Exchange	19
ARTICLE XIV	Resignation, Transfers, Retirement	20
ARTICLE XV	Salary Program	21
ARTICLE XVI	Savings Clause	22
ARTICLE XVII	Negotiation Procedures	22
ARTICLE XVIII	Complete Contract	23
ARTICLE XIX	Termination	23
APPENDIX I		i

This Agreement made as of this _____ day of February, 1967
and between the State of New Jersey and the Association of New Jersey
State College Faculty, Inc.

As these two parties hereto have entered into collective negotiations
and desire to reduce the results thereof by writing NOW THEREFORE, it is
mutually agreed as follows:

PREAMBLE

The State, the Department of Higher Education and the Association
of New Jersey State College Faculty, Inc. enter into this Agreement
with the expectation that its implementation will enhance the ability of
the state colleges of New Jersey to serve their constituents.

The parties recognize that it is the responsibility of these col-
leges to provide to their students a quality educational program, to
broaden the horizons of knowledge through research and to make avail-
able their resources to the needs of the larger community.

In order to fulfill these obligations, the parties endorse the con-
cepts and subscribe to the traditional principles of academic freedom
and professional ethics.

The policies of the Board of Higher Education as stated in An Academic
Personnel Policies Guide for New Jersey State Colleges and approved by
the Board of Higher Education 6/21/66, continue except to the extent that
this Agreement modifies or abridges them and are appended hereto.

ARTICLE I

RECOGNITION AND DEFINITIONS

A. The State of New Jersey by the Office of Employee Relations in the
Governor's Office (hereinafter referred to as the STATE) and the New
Jersey Department of Higher Education (hereinafter referred to as the
DEPARTMENT) hereby recognizes the Association of New Jersey State College
Faculty, Inc., (hereinafter referred to as the ASSOCIATION) as the ex-
clusive representative for the purpose of collective negotiation for all
terms and conditions of employment in a state-wide unit of all employees
set forth in paragraph B hereof employed at each of the state colleges.

B. The employees included are:

1. Full-time teaching and/or research faculty

2. Department Chairmen
3. Administrative staff (no management title)
4. Librarians
5. Student Personnel staff
6. Non-student personnel
7. Professional academic support personnel (holding faculty rank)

The employees excluded are:

1. College President and Vice Presidents
2. Deans, Associate and Assistant Deans and other Managerial executives
3. Secretarial staff
4. Maintenance staff
5. Bookstore, Food Service, etc. staff
6. Adjunct and part-time professional staff
7. Graduate assistants
8. All others

6. 1. Unless otherwise indicated, the term "faculty" when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defines.

Pronominal references to male or female faculty shall be understood to refer to all faculty. Unless otherwise indicated, the terms shall be understood to include faculty holding the ranks of Instructor, Assistant Professor (I and II), Associate Professor, Full Professor, and other recognized ranks, positions and titles.

2. Unless otherwise indicated, the term "Board" when used hereinafter in the Agreement, shall refer to the New Jersey Board of Higher Education.

3. The term "Chancellor", when used hereinafter in this Agreement, shall refer to the Chancellor of Higher Education.

ARTICLE II

1. ADMINISTRATION OF AGREEMENT

A. 1. The ASSOCIATION and the STATE shall upon the request of either party establish meetings during the first week of April, October and January for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise. These meetings are not intended to by-pass the grievance procedure or to be considered contract negotiating meetings but are intended as a means of fostering good employer-employee relations.

2. The requests of either party for such a meeting shall include an agenda of topics to be discussed and be submitted seven days prior to the meeting date.

ARTICLE III

POLICY STATEMENTS

- A. This Agreement constitutes STATE and BOARD policy for the term of said Agreement. The STATE and BOARD shall carry out the commitments contained herein and give them full force and effect as STATE and BOARD policy.
- B. Any individual contract between state college Trustees and an individual faculty member hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. Where an individual contract is inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. The ASSOCIATION agrees that it will refrain from any strike, work stoppage, slowdown, or other job action and will eschew any threat, encouragement, support or condoning of any such job action.
- D. The BOARD and the ASSOCIATION agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of faculty or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, marital status, or Association membership.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The STATE and the DEPARTMENT agree to furnish to the ASSOCIATION in response to reasonable requests from time to time all available information including: a register of certified personnel, published agendas and minutes of BOARD proceedings, published texts of resolutions and special reports affecting higher education, and such other relevant public information that shall assist the ASSOCIATION in developing intelligent, accurate, informed and constructive programs, together with information relevant and necessary to the processing of any grievance or complaint.
- B. The following ASSOCIATION representatives shall be granted priority in choice of schedule and shall be exempt from involuntary overload:
1. President of the Association of New Jersey State College Faculties, Inc.
 2. Chief negotiator of the Association of New Jersey State College Faculties, Inc.

B. One Association designated representative on each campus.

C. Whenever any representative of the ASSOCIATION or any faculty member is mutually scheduled by the parties during working hours to participate in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

D. The administration shall permit representatives of the ASSOCIATION to transact official business on state college campuses at reasonable times provided that this shall not interfere with or interrupt normal college operations or the responsibilities of the faculty.

E. Space and Facilities

It is understood and agreed that the use of state-owned space by the ASSOCIATION does not constitute a condition of employment of the bargaining unit. However, upon request, the administration will make every reasonable effort to make available to the ASSOCIATION an appropriate room for ASSOCIATION meetings so long as such use does not in any way interfere with the normal operation of the college.

F. The administration shall permit the ASSOCIATION to use designated college facilities and equipment which may include typewriters, duplicating equipment, calculating machines and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The ASSOCIATION shall pay the cost of all maintenance, repairs, materials and supplies incident to such use, including postage and telephone charges.

G. The administration shall provide reasonable space on designated bulletin boards for use of the ASSOCIATION to post notices.

H. The ASSOCIATION shall have the right to use inter-office mail facilities.

I. The ASSOCIATION shall have the right through its local associations to designate a representative of each college, plus one additional person, to participate in public budget hearings conducted by the BOARD, by any committee of the BOARD or by the DEPARTMENT.

J. The ASSOCIATION shall have the right to speak at public sessions of the BOARD and local Boards of Trustees. A request for an allocation of time on the agenda will be processed in advance and consistent with procedures

of the boards. The ASSOCIATION shall be permitted to speak on an issue raised by a board but not on the agenda. The ASSOCIATION may raise an issue which does not appear on the agenda by referring proposals to the Vice President for submission for placement on the agenda. In such an event the ASSOCIATION shall be permitted to identify the issue which the board shall receive as introduced and either accept as current business, or consider for future action.

K. Representatives of the ASSOCIATION shall participate in the development of a "master plan" for higher education in New Jersey.

L. The ASSOCIATION will be permitted to appoint one representative to each college-wide standing committee of each state college.

ARTICLE V

DUES DEDUCTION

The STATE agrees to deduct from the salaries of all faculty, as designated under Article I, dues for any one or any combination of the associations named below, as individual faculty may voluntarily authorize as provided in Chapter 310, P. L. 1967 the STATE to make such deductions and where such authorization is properly presented to the STATE by October 25.

(Campus) Faculty Association
Association of New Jersey State College Faculties, Inc. (ANJSCF)
Association of New Jersey College and University Professors (NJCA)
National Society of Professors (NSA)

The deduction will be made in equal amounts bi-weekly pursuant to Chapter 310, New Jersey Public Law of 1967, NJS 31:14-15.9e as amended, beginning November 15, 1971, or the first payroll period thereafter.

Said monies will be transmitted by the 15th of the month following the month in which deductions were made, to the ASSOCIATION (ANJSCF) treasurer. He, in turn, will transmit such monies to the appropriate association or associations.

Each of the above associations shall certify to the Department in writing the current rate of its membership dues.

ARTICLE II

GRIEVANCE PROCEDURE

A. Definition of a Grievance

A grievance is an allegation by a faculty member or the ASSOCIATION that there has been:

1. A breach, misinterpretation or improper application of the terms of this Agreement; or
2. An arbitrary or discriminatory application of, or failure to act pursuant to the policies of the Board of Higher Education or a Board of Trustees, related to terms and conditions of employment.

B. Decisions involving the non-reappointment of probationary or non-tenured personnel shall not be grievable under this procedure.

C. Purpose

1. The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of this Agreement or other conditions of employment.

2. Nothing contained herein shall be construed as limiting the right or propriety of a faculty member to discuss such problems informally with any appropriate member of the administration.

D. Time and step for filing and decision

1. A grievance must be filed at step two within thirty-one (31) days from the date on which the act which is the subject of the grievance occurred or thirty-one (31) days from the date on which the individual faculty member should reasonably have known of its occurrence.

2. Should a faculty member be dissatisfied with the decision or should no decision be forthcoming in the prescribed time, he may submit his grievance to the next step within seven (7) calendar days to step three and within fourteen (14) calendar days to step four or step five.

3. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to step two or step three without hearing at a lower step(s).

4. Where a grievance directly concerns and is shared by more than one faculty member, such group grievance may properly be initiated at step

representative of the faculty for the purpose
of hearing the grievance.

Step Three

If an aggrieved faculty member is not satisfied with
the decision rendered at step two, he may submit his
grievance to the college president. The president or
his designee shall hear the grievance and where ap-
propriate, witnesses may be heard and pertinent records
received. The Board of Trustees shall be notified of
the time and place of the hearing and a representative
of the Board may be present as an observer, then,

Step Four

If the aggrieved faculty member is not satisfied with
the disposition of the grievance at step three, he may
appeal to the Chancellor. The appeal shall be accom-
panied by the decisions of the Dean and the president
or his representative and any written record that has
been made part of the preceding hearings.

- (a) If the grievance concerns a violation of
the Agreement as described in (1) under (A)
Definition of a Grievance, the Chancellor
may sustain, modify or reverse the decision
made at step three or the record or may in
his own person or through his designee conduct
a hearing concerning the grievance.
- (b) If the grievance concerns a matter other than a
violation of the Agreement as described in (2)
under (A) Definition of a Grievance, the Chancellor
in his own person or through his designee may sus-
tain, modify or reverse the decision made at step
three or may, as he deems necessary, conduct a
hearing or investigation, appoint advisory com-
mittees, hear witnesses, require the production of

1191.1202

(4) In the event of a successful appeal, resolution of the grievance shall be determined by the grievant or a representative of the grievant who is not affiliated with the discipline of the grievance. It is expected that the grievant or a representative of the grievant will appear in person to the Channel Counselor's decision to the Governor's Employee Relations Policy Council who shall designate an impartial party who shall conduct an impartial investigation to determine the facts and make a recommendation to the parties for the resolution of the grievance.

Such recommendation shall be advisory and shall not be binding on a party to the grievance. If no appeal shall the recommendation have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement.

All costs resulting from this procedure shall be shared equally by the parties.

(5) If the grievance concerns a matter other than a violation of the Agreement as defined in (2) under (A) definition of a grievance, the grievant may appeal the Channel Counselor's action to the Governor's Employee Relations Policy Council which shall designate a hearing officer. The decision of the hearing officer shall be submitted in writing to the parties

ARTICLE IV - FACULTY

Appointments to the faculty shall be made by the Board of Trustees. The Board of Trustees shall be made by the Board of Trustees, as provided in the bylaws of the college. The Board of Trustees shall act upon the recommendation of the president, which is made after appropriate consultation with faculty and administrative officials. Appointments are subject to the availability of funds and proper recording.

I. Faculty contracts prior to the attainment of tenure shall normally be limited to a period of one year.

C. When the Board of Trustees acts to reappoint or not to reappoint a faculty member, notice shall be given in writing not later than March 1 of the first and second academic years of service and not later than December 15 of the third academic year of service.

D. When a prospective employee is offered a position at a state college, he shall be provided with a copy of this Agreement, a copy of the local Faculty Handbook, if any, and an individual contract.

The contract shall include:

1. The name of the employing college
2. The dates for which the appointment is effective
3. The designated academic rank
4. The salary rate
5. A list of the field or fields in which he is expected to teach or work.

E. A faculty member assigned full-time responsibility for a complete semester should be paid one-half of the academic year salary of the rank and step at which he has been hired and be accorded privilege of faculty status.

F. When a faculty member is hired at mid-year (unless it has been made clear to him at the time he was offered the contract that it was for one semester only) notice of his reappointment or non-reappointment for the next full academic year shall be given in writing not later than April 1.

G. Qualification for Rank

The following are minimum qualifications for academic rank but they are not to be considered to guarantee appointment to a given rank.

2. Assistant Professor: An earned doctorate in the appropriate field of study plus the satisfactory completion of one year of graduate study as defined by the accredited institution in which such graduate study was undertaken toward a higher degree or specialization diploma in the appropriate field of study, or the completion of all requirements for the doctorate except the dissertation.
3. Associate Professor: An earned doctorate in the appropriate field of study and five years of professional experience.
4. Professor: An earned doctorate in the appropriate field of study and eight years of professional experience.

H. The Board recognizes that in exceptional cases individuals may present qualifications as to education and experience that their faculty peers will adjudge to be the equivalent of the above qualifications although not corresponding to the letter. In such cases, the board of trustees of the college may, upon recommendation of the president, appoint such individuals to the rank deemed appropriate.

I. Distinguished Professor: As established by the board of trustees, this rank is intended to provide for the individual who has demonstrated outstanding scholarship, teaching ability or distinction in a field.

ARTICLE VIII

PROMOTIONS

A. Criteria for Promotion

Minimum qualifications for academic rank are set forth in Article VII

(G). Decisions about promotion shall be governed by four broad and inter-related factors:

1. Effective teaching
2. Scholarly achievement
3. Contribution to college and community
4. Fulfillment of professional responsibilities

2. Applications for promotion shall be submitted to the appropriate departmental chairman or departmental committee, in all cases an application must first receive consideration at the department level. An application not approved at the department level may be submitted to the college-wide promotion committee.
3. The appropriate departmental committee, or departmental chairman, shall submit their recommendations in writing to the college promotion committee no later than December 1.
4. The college promotion committee shall consist of members of the faculty no fewer than five (5) in number, who may be selected from any division of the college. The committee may establish a systematic procedure to receive student input. The promotion committee shall function a) to review and consider applications and recommendations for promotion, and b) to submit its own written recommendations in order of priority to the college president.
5. The college promotion committee shall have the right to consult with the appropriate departmental committee, departmental chairman, or individual submitting the request for promotion.
6. The individual applicant for promotion shall have the right to request, and receive, an appearance before the college promotion committee to speak on his own behalf. He shall be notified in writing seven (7) days in advance of any deadline date for appeal if he is not being recommended for promotion at either the departmental or college promotion committee level and notified in writing of the committee's decision on such appeal by March 1.
7. If the president believes a reordering of the priority listing is justified, he should state his reasons to the committee at a meeting called for that purpose. Promotions shall be made by the Board of Trustees upon recommendation of the president.

1. The minimum number of years of professional experience shall be determined by the number of years of full-time teaching experience. The minimum number of years of professional experience shall be determined by the number of years of full-time teaching experience.

2. The minimum number of years of professional experience shall be determined by the number of years of full-time teaching experience. The minimum number of years of professional experience shall be determined by the number of years of full-time teaching experience.

3. In special fields in which the degree requirements and terminal degree standards are not limited to art, music, library science and librarianship, nursing, education, training and/or other professional experience or achievement appropriate to the field of specialization shall be deemed equivalent to additional graduate work beyond the master's degree. Those who in the judgment of and as substantiated by their professional peers within the institution possess exceptional qualifications, achievements, or experience deemed equivalent to the academic requirements outlined above and in Article VII (b) may be recommended for appointment or promotion to a given rank. All decisions on equivalency, promotions or appointments shall be made at the campus level.

F. Limitations for Professional Classifications:

1. Not more than thirty percent of a teaching faculty at any college shall be professors and distinguished professors.
2. Not more than fifty percent of a teaching faculty at any college shall be professors and associate professors.
3. The foregoing should not be interpreted as providing quotas for any department or other division within a college or the college as a whole.

ARTICLE IX

TEACHING LOAD

The teaching load of the teaching faculty members of the unit shall be assigned as follows:

1. The maximum assigned teaching load for the first semester of the academic year shall be 14 teaching credit hours. Overload assignments shall be at the rate of two hundred twenty dollars (\$220) per teaching credit hour.

2. The maximum assigned teaching load for the second semester of the academic year shall be 12 teaching credit hours. Teaching assignments beyond 12 teaching credit hours shall be compensated at the overload rate where the assignment during the first semester shall have exceeded 12 hours. The maximum load for the second semester shall be reduced proportionately, and the overload rate applied accordingly.

D. In graduate instruction the teaching load of a faculty member shall not exceed 9 semester hours or 9 contact hours, whichever is greater. The teaching load of a faculty member teaching part graduate program and part undergraduate program shall be prorated on the basis of four teaching credit hours for each three hours of graduate teaching.

E. The teaching assignment of a faculty member shall not require more than three different course preparations in any semester of undergraduate instruction.

F. In any academic year, teaching assignments for extra compensation shall not exceed six (6) semester credit hours for any one faculty member.

G. Overload compensation shall be at the rate of two hundred twenty dollars (\$220) per teaching credit.

H. Definitions

1. Semester credit hours are defined as: The number of semester credit hours earned by a student successfully completing a given course. For regularly scheduled courses for which collegiate credit is not granted, the semester credit hour equivalent shall be determined

2. Teaching credit hours are defined as:

- a. When the number of weekly course class hours equal the number of semester credit hours, teaching credit hours shall equal semester credit hours.

the contents of the file shall be made available to the faculty member upon request. The contents of the file shall be made available to the faculty member upon request. The contents of the file shall be made available to the faculty member upon request.

ARTICLE 10

PERSONNEL FILE

An official file shall be maintained for each Faculty member in accordance with the following procedures:

1. The college shall place in the file any materials indicating special competencies, achievements, research, performance and contributions of an academic, professional or civic nature. A Faculty member may submit to the college such contributions which he deems worthy to be included in his file.

2. All material received from faculty committees, department chairmen, administrative officers or other responsible sources concerning a faculty member's teaching ability, service, character, or conduct shall be signed by the originator before being placed in the member's personnel file.

3. Copies of all communications dealing specifically with a member's retention, dismissal, promotion, or tenure shall be transmitted to him immediately.

4. A faculty member shall be given the opportunity to review the contents of his file upon application.

5. Confidential letters of reference secured from sources outside the college shall be excluded from the materials available for the faculty member's inspection.

6. A faculty member shall have the right to respond to any document in his personnel file. Such response shall be directed to the president of the college and shall be included in the respondent's personnel file.

7. A representative of the ASSOCIATION may, with the faculty member's written authorization, accompany said person while he reviews his file.

8. Access to personnel files shall be limited to those individuals directly involved in the review and evaluation of professional personnel.

1. Faculty members shall observe the college's business hours during the normal hours of operation of the college. Special or emergency meetings may be called when required.

2. A faculty member who with reasonable excuse fails to attend a non-mandatory meeting shall not be penalized.

B. Office hours for student consultation

Faculty members shall post and maintain a minimum of three regular office hours per week. Additional consultation with students beyond these hours will be by appointment.

C. Community activities

Members of the faculty should continue to become involved in activities that enrich, strengthen or improve the community. Faculty should be completely free to determine their participation in such community affairs.

D. Textbooks and other teaching materials

All texts and other teaching materials shall be selected by the faculty member consistent with the resources and objectives of the department and the college. Selections shall be submitted on or before the date selected by the appropriate administrative officer.

E. Identification cards

Faculty shall be provided with official identification cards by the college at no cost to the individual faculty members.

F. Food service

Where available, private faculty dining facilities will be clearly designated.

G. 1. Whenever transportation is required as a part of the duties of a faculty member, the college shall prescribe the use of a college vehicle or the means of public transportation to be utilized or with the agreement of the individual the use of his private vehicle in which event the college will compensate him in accordance with State travel regulations

... shall be subject to the approval of the ASSOCIATION.

U. Internal Governance

Recommendations of a college senate or other faculty governing body which are implemented by the administration and trustees shall not violate the terms of the agreement.

1. A committee assigned a role in the selection of a college president shall include a member of the ASSOCIATION.

2. Department chairmen shall be elected by members of their departments subject to the approval and appointment of the president of the college. In exceptional circumstances, a chairman may be appointed by the president with the consent of the ASSOCIATION.

Q. Tenure

Tenure in the state colleges is provided by law as follows:

"The services of all professors, associate professors, assistant professors, instructors, supervisors, registrars, teachers, and other persons employed in a teaching capacity, who are or shall hereafter be employed...in any state college...shall be under tenure during good behavior and efficiency.

- a. after the expiration of a period of employment of three consecutive calendar years in any such institution or institutions; or
- b. after employment for three consecutive academic years together with employment at the beginning of the next succeeding academic year in any such institution or institutions; or
- c. after employment in any such institution or institutions, within a period of any four consecutive academic years, for the equivalent of more than three academic years.

An academic year, for the purpose of this section, means the period

ARTICLE VIII

- A. The STATE, the Board, the Department and the Boards of Trustees retain and reserve unto themselves all rights, powers, duties, authority and responsibility conferred upon and vested in them by the laws and constitutions of the State of New Jersey and the United States of America.
- B. All such rights, powers, authority and prerogatives of management possessed by the STATE, the Department and the Boards of Trustees are retained and may be exercised without restrictions or prior notice, subject to limitations imposed by law, except as they are specifically abridged or modified by this Agreement.
- C. The STATE, the Board and the Boards of Trustees retain their responsibility to promulgate and enforce rules and regulations, subject to limitations imposed by law, governing the conduct and activities of employees not inconsistent with the express provisions of this Agreement.

ARTICLE VIII

ASSOCIATION/EMPLOYER INFORMATION EXCHANGE

- A. The ASSOCIATION agrees to furnish to the Department a complete list of all officers and representatives of the ASSOCIATION, including titles, addresses and designation of responsibility, and to keep such list current. The ASSOCIATION will also provide copies of its constitution and by-laws or other governing articles, and to keep these current.
- B. The Department agrees to furnish to the Association a complete list of all professional Department employees, including titles, and to keep such list current. The Department further agrees to furnish to the ASSOCIATION the names and addresses of all members of the Board and all individual state college Boards of Trustees falling within lawful jurisdiction of the Department, and to keep this list current.

... shall be subject to the control of the faculty member, it is expected that he shall continue to serve until the completion of the academic year or for the term of his contract.

d. Dismissals of Faculty

1. No faculty member on tenure may be dismissed except as provided in statute law as follows:

"No professor, associate professor, assistant professor, instructor, supervisor, registrar, teacher or other persons employed in a teaching capacity, in any state college, county college or industrial school who is under tenure during good behavior and efficiency shall be dismissed or subject to reduction of salary, except for inefficiency, incapacity, conduct unbecoming a teacher or other just cause and after written charge of the cause preferred against him signed by the person or persons making the same and filed with the board of trustees or said college or school and after the charge has been examined into and found true in fact by said board, upon reasonable notice to the person charged, who may be represented by counsel at the hearing and have compulsory process to compel the attendance of witnesses to testify therein, as provided by law."

(N.J.S.A. 18A:6-13.)

2. To provide the most careful consideration of academic due process in cases of dismissal of faculty on tenure or during the term of an appointment, the Board of Higher Education recommends for the guidance of the colleges the procedural standards in Academic Freedom and Tenure, 1967 (University of Wisconsin Press), pp. 40-45.

3. Non-tenure faculty who are dismissed or reassigned may institute grievance procedures as provided herein (Article VI).

... shall be subject to the same rules and regulations as shall apply to other full-time faculty members of the college.

4. Such assignments shall be made only with the consent of the faculty member.
5. When practicable and consistent with the abilities of the individual, a faculty member who declines a 12-month position may be offered another 12-month position without loss of benefit or prejudice and shall be placed on the appropriate step of his new position without loss of increment, if due.

3. Retirement

Faculty members shall be retired no later than June 30 of the college year during which they become seventy years of age, or earlier at their option. Conditions of retirement are set forth in the statutes governing the Teachers Pension and Annuity Fund, or the Teachers Insurance and Annuity Association of America, or the Public Employees Retirement System, as may apply.

ARTICLE XV

SALARY PROGRAM

- A. All salary adjustments will be made consistent with the provisions, practices and policies of the state and in accordance with the state compensation plan effective at the time.
- B. During the first year of this Agreement, salary adjustments will be those implemented as of September 1, 1970 for all teaching faculty and retroactively to July 1, 1970 for all non-teaching members of the unit.
- C. During the second year of this Agreement, each member of the faculty will receive a salary adjustment of six percent (6%) effective in his first pay period in fiscal year 1971-72. This provision will be effected by a range change.

FOR THE STATE:

Frank W. Mason

Director,
Office of Employee Relations

Ralph A. Dungan

Chancellor,
Department of Higher Education

Robert R. Bickel

Special Assistant to
the Chancellor

Samuel H. Newson

President, Association of New
Jersey State College Faculties, Inc.

Harold D. ...

Chief Negotiator

William D. Hayward

Robert H. Thorne

Harry W. Foskey

Donald ...

Robert J. ...

John F. ...

Joseph T. Moore

The Board believes that the essential function of a university is the pursuit of fundamental knowledge for the benefit of the individual, the community, and students engaged in the quest for truth and for the growth of intellectuality, in challenging conventional values, and in exploring new avenues of thought, tempered by intellectual discipline and, hopefully, by good taste. It is a prime duty of the faculty and university administration to foster such freedom and to establish only those rules and regulations which are essential to the orderly operation of the institution or which enhance its quality. The Board believes strongly that administrative rules are means, not ends, and they should be designed to further and not to interfere with the primary objectives of the institutions; the pursuit of truth, the acquisition of knowledge and the development of the intellect.

The Board of Higher Education affirms the policy of the Higher Education Act of 1965 which invests in trustees of the several state colleges primary responsibility for the governance of institutions. These guidelines provide a general framework within which this authority is to be exercised, and it is the intention and desire of the board that trustees shall make any further rules and regulations that they shall deem necessary with respect to academic personnel policies.

Closely related to the question of academic freedom is meaningful and systematic involvement of faculty in the governance of the college or university. Appropriate formal means shall be used by the administration and faculties of each of the public institutions of higher education in New Jersey to insure that faculty views are taken into account on various matters relating to the institutions. These should include all matters which have a direct bearing on the validity of the institution as a center of learning such as curriculum development,

Faculty members may, on occasion, be unable to attend because of personal or family matters. A faculty member who finds it necessary to be absent because of illness should communicate with the president or his designated officer as soon as possible.

Sick leave is occasioned by the absence of an individual from duty because of illness, accident, exposure to contagious disease, necessary attendance upon a member of the immediate family who may be seriously ill, or death in the immediate family.

Faculty are entitled to one and one-quarter days of sick leave for each completed month of employment for a total of twelve and one-half days annually for ten-month employees, and a total of fifteen days annually for twelve-month employees. All unused sick leave shall be cumulative.

Consideration may be given by the board of trustees to granting sick leave beyond the days accumulated.

5.03 Leave With Pay as a Result of Disability

Any faculty member who is disabled by injury incurred in the performance of his duty or by illness as a direct result of or arising out of his employment may be granted leave of absence with full pay, with reduced pay, or pay for a certain period and reduced pay thereafter, to be determined by the board of trustees with appropriate approval and contingent upon the funds legally available for this purpose. Such leave will be limited to one year unless similar disability or injury in private employment would entitle a person to compensation for a longer period under Workmen's Compensation laws, in which case the same amount which would be authorized and paid to a private employee may be paid for the same period as provided in the aforementioned statutes. Claim for payments must be made within one year after the occurrence of the injury or illness. Leave under this section will not be charged against normal sick leave.

2. To be eligible for a sabbatical leave, one shall have served at least six consecutive years on the faculty of a state college. Compensation during the leave shall be at full salary for half an academic year or full salary for a full academic year. The recipient retains rights of regular employment such as status on salary schedule, retirement, medical insurance and tenure. Acceptance of a sabbatical leave obligates the recipient to return to service of the state college for at least one year. The recipient may accept a grant, a fellowship, or similar monies usually identified with graduate or post-doctoral study, but employment during the sabbatical leave for increased income is incompatible with the purposes of the program.

5.05 Leave of Absence (Without Pay)

Any faculty member on tenure may apply for a leave of absence without pay. Application should be filed with the president of the college, who will transmit the application with his recommendation to the board of trustees.

Statute law provides for the following:

- A. In the case of an approved leave of absence without pay for illness, a faculty member may, at his option, continue to pay premiums on contributory insurance for a maximum period of two years.
- B. In the case of an approved leave of absence without pay for maternity, a faculty member may, at her option, continue to pay premiums on contributory insurance for a maximum period of one year.
- C. A faculty member on approved leave of absence for not more than three months or by reason of a Fulbright or exchange teaching scholarship can make payment on pension premiums

