

1-0001  
00-00

# AGREEMENT



BETWEEN

Rutgers — The State University

AND

Rutgers Council  
of the  
American Association of  
University Professors Chapters

1970-72

LIBRARY  
of Management and  
Labor Relations

01/14/72

RUTGERS UNIVERSITY



## **AGREEMENT**

This Agreement made and entered into this first day of December, 1970, and amended on the twenty-ninth day of April, 1971, and the ninth day of August, 1971, by and between RUTGERS, THE STATE UNIVERSITY (hereinafter called the "UNIVERSITY") and the Rutgers Faculty represented by RUTGERS COUNCIL OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS CHAPTERS (hereinafter called the "AAUP").

## TABLE OF CONTENTS

	<b>Page</b>
I Purpose .....	3
II Academic Freedom .....	3
III Recognition .....	3
IV Deduction of Professional Dues .....	4
V Designation of AAUP Representatives and Their Privileges .....	5
VI Salary Provisions .....	6
VII Grievance Procedure.....	8
VIII Nondiscrimination .....	12
IX Term of Agreement .....	12

## **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 hereinafter defined.

## **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 exclusively designated representative of all Rutgers University faculty members as hereinafter defined.

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, lecturers, post doctoral research associates, and visiting 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;

but excluding all officers of administration including deans, assistant deans, associate 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, adjunct professors, honorary professors, teaching assistants, research assistants, 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.

#### **IV — DEDUCTION OF PROFESSIONAL DUES**

The UNIVERSITY agrees to deduct from the first pay check of each calendar month, the monthly AAUP professional dues of each faculty member, as defined herein, who furnishes a voluntary written authorization for such deduction, on a form acceptable to the UNIVERSITY. Each faculty member 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 monthly 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 deductions of monthly AAUP professional dues is to be made. Deductions of monthly AAUP professional dues made pursuant hereto shall be remitted by the UNIVERSITY to AAUP at the end of the calen-

dar month in which such deductions are made, together with a list of names of faculty members from whose pay such deductions were made.

## **V — DESIGNATION OF AAUP REPRESENTATIVES AND THEIR PRIVILEGES**

1. The UNIVERSITY agrees to recognize those faculty members (not to exceed five) who are designated by AAUP as AAUP representatives for collective negotiations by written notice of the names of such faculty members given to the UNIVERSITY. This designation shall not preclude AAUP from enlarging this number by mutual consent of the parties hereto nor 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 in the 1970-71 academic year one faculty member designated by AAUP may devote a portion of his 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. The parties agree to re-evaluate this provision in the light of experience for the prior year to the second year of this agreement. In addition, the Provost shall in writing inform appropriate Deans, and other academic officers serving as superiors to the duly elected officers of the AAUP, of

the identity of the AAUP officers, and the nature of their responsibilities.

3. Representatives of AAUP shall be permitted to transact official business on University property at all reasonable times, provided that this shall not interfere with or interrupt normal University operations.

4. AAUP and its representatives shall have the right to use University buildings at all reasonable hours for meetings provided they follow regular University procedures.

5. AAUP shall have the right to make reasonable use of the University facilities and equipment, including duplicating, computing and office equipment, and available audiovisual equipment, all in accordance with University procedures. AAUP shall pay reasonable costs for the use of facilities and equipment.

6. AAUP shall have the right to post bulletins and notices, to the employees it represents, relevant to official AAUP business, without seeking permission or approval.

## **VI — SALARY PROVISIONS**

### **A. 1970 - 1971**

1. Effective July 1, 1970, faculty members as of June 30, 1970, holding the rank or equivalent rank of assistant instructor, instructor, and assistant professor have received a two-range upward revision in salary.

2. Effective July 1, 1970, faculty members as of June



30, 1970, holding the rank or equivalent rank of associate professor and professor have received a one-range upward revision and an increment increase in salary.

3. All salary adjustments have been made retroactive to July 1, 1970. At that time, and through the balance of the first year of this contract, all salaries for members of the bargaining unit were paid in accordance with a signed schedule dated July 6, 1970, and incorporated herein by reference. A further sum of \$500,000 for special merit was distributed to the faculty on an agreed basis.

#### B. 1971 - 1972

1. A six percent (6%) salary adjustment will be made in step for all members of the bargaining unit.

2. Then, as previously agreed, a conversion formula to change the fourteen (14) step scale into a seven (7) step multiple range scale (according to "Schedule D" attached as Appendix B) will be employed using years in rank at the University to determine the appropriate step on a 1:1 basis, except that a 2:1 basis shall be used for Professors I and II.

3. Procedures for awarding merit increases to those on Schedule D will be mutually agreed between the University and the AAUP.

4. The cost of conversion and merit together to those on Schedule D shall not exceed \$900,000.

5. All such salary adjustments shall be effective as of July 1, 1971.

In order to insure that there is equity in salary and rank of faculty members regardless of sex and in order to encourage the employment of women, special efforts shall be made to hire highly qualified women particularly at the higher ranks and to move toward the elimination of salary inequities.

Furthermore, the University and AAUP agree that the negotiations and the administration of economic matters under this contract will take into account the parties' commitment to move toward the achievement of the above goal.

C. In addition, faculty paid from other than State funds shall also be eligible for merit increments in accordance with the procedures outlined above to be appropriately financed from the source where faculty in this category are presently paid. In the case of those persons paid from grants, the UNIVERSITY will endeavor to persuade funding agencies to conform in accord with the University salary structure.

## **VII — GRIEVANCE PROCEDURE**

1. A grievance is defined as any dispute or difference concerning the claimed violation of any provision of this agreement or the claimed violation of established University regulations and procedures regarding tenure or promotion. It is understood that this agreement in no way diminishes the responsibility of faculty, department chairmen, and of deans, directors and other appropriate administrative officials for the exercise of academic judgment. An appellant who has a grievance must initiate action either informally under

Step 1 or in writing under Step 2 within thirty (30) calendar days after knowledge of the occurrence of the event out of which the appeal arises.

2. Any grievance appeal of a member of the bargaining unit of the AAUP—hereinafter called "the appellant"—shall be handled in the following manner:

**Step 1.** Every attempt shall be made to resolve any grievances arising under this section speedily and informally by meetings between those directly affected.

**Step 2.** An appellant who has a grievance shall present an appeal in writing and signed by the appellant in the first instance to his Dean or Director. The Dean or Director shall discuss the grievance with the appellant. If the appellant 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 Director shall consider the appeal and shall reply in writing within fourteen (14) calendar days after receipt of the appeal.

**Step 3.** If the matter is not resolved, a written appeal shall be sent to the Dean or Director within ten (10) calendar days with a request to have the matter placed before the appropriate Committee of Review of his College or Division. The Dean shall present the appeal to the Committee of Review within seven (7) calendar days. The Committee of Review must hear the case with concern for due process: the appeal must be in writing; the appellant must be afforded the opportu-

nity to testify; the appellant must have the opportunity to be apprised of the basis upon which all actions were taken: AAUP representatives may be present and may counsel or represent the appellant if he so desires.

The appellant and, if he so wishes, AAUP representatives, will be afforded an opportunity to obtain necessary witnesses and relevant documentary and other evidence, except confidential letters of recommendation, and the administration will, insofar as it is possible for it to do so, secure the cooperation of such witnesses and make available necessary documents and other evidence within its control. The AAUP representatives shall have access to all documents pertaining to the case on a confidential basis, if the appellant so desires.

The appellant and the appropriate administrative officer will have the right to confront and cross-examine all the witnesses. Where a witness cannot or will not appear, but the Committee determines that the interests of justice require admission of his statement, the Committee will identify the witness, disclose his statement and if possible provide for interrogatories.

The decision of the Committee of Review must be presented, in writing to the appropriate Dean or Director, the appellant, the AAUP and the Provost. The decision must address itself to the issues raised. The Committee of Review must render its decision within thirty (30) calendar days after the appeal was presented to the Committee. This period may be extended by mutual consent to a maximum of ninety (90) days.

**Step 4.** If the appellant, or either party to this agreement, is not satisfied with the written decision of the Committee of Review, a written appeal shall be sent to the Vice President for Academic Affairs within ten (10) calendar days. The Vice President for Academic Affairs shall have fourteen (14) days to resolve the matter. If this is not successful, the matter shall be referred to the University Appeals Committee defined below. The University Appeals Committee must hear the case with concern for due process as defined in Step 3 above. The University Appeals Committee must render its decision within thirty (30) calendar days after the 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 to the Board of Governors.

3. The University Appeals Committee shall consist of three faculty members selected by the AAUP and three persons selected by the University.

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

The Vice President for Academic Affairs shall reply in writing within fourteen (14) calendar days after receipt of the appeal. This shall replace Step 2 and 3.

5. 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 appellant(s) and the parties to this agreement.

6. University holidays, vacations, Saturdays and Sundays shall not be counted as calendar days. Extensions of time will normally be granted for good and sufficient reasons such as illness of the appellant, by mutual agreement.

7. Before the start of grievance procedures, the appellant will agree, in writing, to permit the presentation of all relevant testimony.

### **VIII — NONDISCRIMINATION**

There shall be no discrimination by the UNIVERSITY or AAUP against any faculty member or applicant for appointment or promotion as faculty member because of race, creed, color, sex, religion, nationality or membership or non-membership in or activity on behalf of the AAUP.

### **IX — TERM OF AGREEMENT**

This Agreement, which includes the amendments of April 29, and August 9, 1971 shall continue in effect until June 30, 1972.

For the Rutgers Council of  
AAUP Chapters:

Hans Fisher  
George K. Horton  
Helen J. Cooke  
John C. Berkey  
Paul C. Leath

For Rutgers — The State  
University:

William M. Weinberg  
Henry R. Winkler  
John R. Martin

APPENDIX A  
**ACADEMIC TITLES COVERED BY AAUP AGREEMENT**  
 (As of July 1, 1971)

CODE	TITLE	CODE	TITLE
5456	Professor II	5453	Assistant Professor
9556	Research Professor II	9553	Asst. Res. Professor
9756	Research Specialist II	9753	Asst. Res. Specialist
9464	Professor II Law	9053	Asst. Ext. Specialist
9656	Lecturer (Professor II)	9853	Visiting Asst. Prof.
		9953	Adjunct Asst. Prof.
5455	Professor I	9453	Librarian III
9555	Research Professor I	9721	Law Librarian III
9755	Research Specialist I	9461	Asst. Prof. Law
9055	Extension Specialist	9653	Lecturer (Asst. Prof.)
9855	Visiting Professor I	9153	County Agent III
9955	Adjunct Professor I	9398	Phys. Ed. Spec. III
9455	Librarian I	9573	Teacher Counselor III
9723	Law Librarian I		
9463	Professor Law		
9655	Lecturer (Professor I)	5513	Instructor
9155	County Agent I (Prof.)	9013	Extension Associate
9255	Phys. Ed. Spec. I (Prof.)	9253	Research Associate
		9513	Research Associate
5454	Associate Professor	9613	Lecturer (Instructor)
9554	Assoc. Res. Professor	9413	Librarian IV
9754	Assoc. Res. Specialist	9720	Law Librarian IV
9054	Assoc. Ext. Specialist	9813	Phys. Ed. Instructor
9854	Visiting Assoc. Professor	9113	County Agent IV
9954	Adjunct Assoc. Professor	9572	Teacher Counselor IV
9454	Librarian II		
9722	Law Librarian II		
9462	Assoc. Professor Law	5512	Assistant Instructor
9654	Lecturer (Assoc. Prof.)	9022	County Agent V
9154	County Agent II	9050	Librarian V
9254	Phys. Ed. Spec. II	9571	Teacher Counselor V

APPENDIX B  
 "SCHEDULE D"  
 Based on New State Salary Schedule  
 June 29, 1971

<b>10-month appointments</b>	<b>Ranges</b>	<b>Steps</b>
Assistant Instructor	A14-A16	1-7
Instructor	A17-A22	1-7
Assistant Professor	A21-A26	1-7
Associate Professor	A25-A30	1-7
Professor I	A30-A34	1-7
Professor II	A37-A39	1-7
<b>12-month appointments</b>	<b>Ranges</b>	<b>Steps</b>
Assistant Instructor	A17-A19	1-7
Instructor	A20-A25	1-7
Assistant Professor	A24-A29	1-7
Associate Professor	A28-A33	1-7
Professor I	A33-A37	1-7
Professor II	A40-A42	1-7
<b>Law School:</b>	<b>Ranges</b>	<b>Steps</b>
Assistant Professor of Law	A28-A30	1-7
Associate Professor of Law	A31-A33	1-7
Professor of Law	A34-A36	1-7
Distinguish Professor of Law	A38-A40	1-7





