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AGREEMENT BETWEEN

the  
Somerset County College  
Board of Trustees of Somerset County College

and the

Faculty Association of Somerset County College

for the Academic Year 1970-1971

May 21, 1970

x September 1, 1970 - August 31, 1971

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PREAMBLE

This agreement is hereby entered into between the Somerset County College Faculty Association, hereinafter referred to as the "Association", and the Board of Trustees of Somerset County College, hereinafter referred to as the "Board", for the period beginning September 1, 1970, and ending August 31, 1971.

The Board hereby recognizes the Association as exclusive negotiating representative for those employees holding the positions described by title on Exhibit A which is appended and made a part of this contract.

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing quality higher education for the students of this college is their mutual aim and that the character of such education depends in great measure upon the quality, morale and dedication of the college faculty, and

WHEREAS, the members of the faculty are particularly qualified to aid and assist in the development of policies and in determining educational programs for the purpose of making recommendations to the President through the Dean of the College, and

WHEREAS, the Board and the Representatives of the Association have agreed upon the terms of an agreement between them and have reached certain understandings which they desire to express in this agreement, and

WHEREAS, the Board has a statutory obligation, pursuant to Chapter 303, Public Laws of 1968, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ASSOCIATION RIGHTS AND PRIVILEGES

A. Definitions:

1. The term "Association" as used herein shall refer to the Somerset County College Faculty Association.
2. The terms "Faculty" and/or "Professor(s)" as used herein shall apply to all professional employees represented by the Association, unless otherwise specified.
3. The term "Board" as used herein shall refer to the Somerset County College Board of Trustees, or their representative(s).

B. Pursuant to Public Laws of 1968, Chapter 303, of the State of New Jersey, the Board hereby agrees that all faculty members have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection. As a duly appointed body exercising powers granted under the laws of the State of New Jersey, the Board agrees that it will not directly or indirectly deprive, discourage, coerce or harass any faculty member in the enjoyment of any rights conferred by the Act or other laws of New Jersey or the Constitutions of New Jersey and

of the United States; that it will not discriminate against any faculty member with respect to hours, wages, terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement, or instructor's rights under the General School Laws of the State of New Jersey shall not be denied or restricted.

- C. Duly authorized representatives of the Association shall be permitted to transact official Association business and conduct meetings on College property at reasonable times. Reasonable time shall be defined as such time which does not interfere with the instructional responsibilities of the representative.
- D. Whenever any representative of the Association or faculty member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss of pay.
- E. The Association and the Board shall have the right to post notices of matters of concern on a faculty bulletin board. The Association may use faculty mailboxes for communications to the members.
- F. The Association may use College facilities and equipment, including typewriters, mimeographing machines, or the duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when equipment is not otherwise in use. Payment shall be made annually for the use of such equipment and supplies at reasonable rates for comparable equipment and supplies. The Association shall be liable for damage to any equipment used for said purposes.

- G. The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age or sex.
- H. Every reasonable effort shall be made to involve the faculty in the various developmental phases of the College's academic and building program.
- I. Official faculty personnel files shall be maintained and all information relative to the competencies, achievements, research, performances, and contributions of an academic, professional, or civic nature shall be included therein. At least once during the academic year, a faculty member shall be given the opportunity to review the contents of the file upon formal application.
- J. The Association's rights and privileges shall extend to the life of the College in general, to the welfare of the students, to the College's image and to the political conditions of the State or the Nation where those conditions might affect the welfare of the faculty or their conditions of employment.
- K. The Board and the Association hereby agree that the Faculty Organization of Somerset County College, as duly constituted, shall be responsible for making recommendations to the President on educational philosophy. Such recommendations shall be forwarded by the President to the Board and be weighed very heavily by the Board in its policy deliberation and determination

ACADEMIC FREEDOM AND TENURE

- A. Both parties to this agreement have declared their commitment to sustain the principles of academic freedom which are essential to an environment of learning and are set forth by the American Association of University Professors in its 1940 Statement of Principles on Academic Freedom and Tenure, as amended. In addition, the faculty possesses:
1. Freedom in research and publication.
  2. Freedom in the classroom to discuss controversial issues relating to his subject.
  3. Retention of all of his rights as a citizen to free speech and publication. Such rights are not, as such, subject to institutional censorship or discipline.
- B. Tenure - Tenure in New Jersey County and Community Colleges is established by law and the statutes applying thereto provide adequately for the individual faculty member.

## APPOINTMENT AND RETENTION OF FACULTY

- A. Appointments to the faculty of Somerset County College shall be made by the Board of Trustees as provided by law. In making appointments, the Board of Trustees shall act upon the recommendation of the president, which is made after appropriate consultation with faculty and administrative officials.
- B. When a prospective employee accepts a position at Somerset County College, he shall be provided with a copy of this agreement and an individual contract containing, but not limited to, the following:
1. Position description.
  2. Dates for which employment is effective.
  3. The salary rate stated in annual terms as well as a proration, where applicable.
  4. The name and address of the employee and the College.
  5. Academic rank (where appropriate).
- C. Notices of intent of reappointment or non-reappointment shall be given in writing not later than February 15 of the first academic year of service and if possible by December 15 (but in no case later than January 2) on second and third year appointments.
- D. In the College's rapid growth situation, it may become necessary to hire full time faculty for one semester only. A person so hired shall be paid one-half of an academic year salary. He shall be afforded the privileges of a full-time faculty member except tuition reimbursement and medical exam benefits. Normally, a faculty member shall not be assigned a full teaching load to be compensated on the basis of a part-time salary schedule. Except adjunct faculty, a faculty member assigned a full load shall carry academic rank.



In order that a faculty member may be properly evaluated on the basis of his performance, it is usually necessary to have at least two semesters but preferably longer to review the progress of the faculty member. Therefore, a faculty member shall be considered a probationary employee until tenure is granted and ineligible to apply for a formal grievance hearing if not reappointed during the probationary period. However, at the time the issuance of the fourth contract is due and the instructor does not receive a contract or letter of intent, he may petition Committee E for an informal hearing on the reasons his contract will not be renewed. Committee E will consist of two members of the Faculty Association and two members of the administration. Non-teaching personnel may exercise the right of grievance for non-issuance of a contract from the time of issuance of the fifth contract.

F. The Board of Trustees agrees to hire and promote in such fashion that would result in a balanced faculty in terms of rank.

Appointments to the faculty of Somerset County College shall be made by the Board of Trustees as provided by law. In making appointments, the Board of Trustees shall act upon the recommendation of the president, which is made after appropriate consultation with faculty and administrative officials.

G. Requirements for Academic Rank for Teaching Faculty:

	<u>Academic Requirements</u>	<u>Experience Requirements</u>
Professor	Earned doctorate or Master of Philosophy or equivalent <sup>2</sup> or earned masters and doctorate work completed except thesis.	8 years of college teaching or equivalent experience. <sup>3</sup>
Associate Professor	Master's degree and 20 hours toward doctorate or Master of Philosophy or equivalent. <sup>4</sup>	6 years of college teaching or equivalent experience. <sup>3</sup>

	<u>Academic Requirements</u>	<u>Experience Requirements</u>
Assistant Professor	Master's degree and 10 credits toward doctorate or equivalent. <sup>5</sup>	4 years of college teaching or equivalent experience. <sup>3</sup>
Instructor	Master's degree or equivalent in special fields. <sup>6</sup>	None required. <sup>7</sup>
Teaching Assistant	Bachelor's degree or equivalent.	None required.
Laboratory Technical Assistant	Associate degree or equivalent.	None required.

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#### Footnotes to Requirements for Academic Rank for Teaching Faculty

<sup>1</sup>Degrees earned and/or experience should be in subject field or equivalent for which faculty member is hired to teach.

<sup>2</sup>The Board of Trustees, upon the recommendation of the President, may waive the requirements of the doctorate in specialized fields in which advanced graduate work on this level is unusual or unavailable. Recognized achievement in specialized fields may be accepted in lieu of advanced degrees. Licenses such as registered architect, professional engineer, certified public accountant, etc., may be accepted in lieu of advanced degrees.

<sup>3</sup>In equating equivalent experience, one year of college teaching experience is the equivalent of two years of high school teaching or business experience.

<sup>4</sup>In specialized fields, six or more years of industrial experience above the minimum experience requirements may be considered the equivalent of the Master's degree and all doctoral work except thesis.

<sup>5</sup>Two or more years of industrial or business experience above minimum experience requirements may be considered equivalent to the 15 credits toward the doctorate.

<sup>6</sup>In certain specialized fields, a bachelor's degree, business or field experience may be acceptable as a substitute.

<sup>7</sup>Except for the rank of instructor, college teaching experience will be a requirement for all faculty members. Teaching, laboratory, and technical assistants are outside the faculty rank system.

## PROMOTIONS

A. Promotion discussions shall be governed by the following broad and interrelated factors (not exclusively):

1. Effective teaching
2. Student guidance
3. Intellectual achievement and professional development
4. Contributions to the College
5. Other professional activities related to the individual's discipline.

The criteria for promotion dated December 4, 1969, as promulgated by the College shall serve as a guide for faculty promotions.

The Professional Standards Committee is charged with the responsibility for evaluation and recommendation of faculty for promotion.

The committee shall be composed of:

1. Dean of the College
2. Dean of Student Affairs
3. Five division directors
4. Four senior faculty (Selected by the Faculty Association. No one may serve on the Professional Standards Committee who is under consideration for a promotion.)

B. It is the policy of the Board to promote from within the College organization in non-teaching positions where the individual meets the prescribed requirements for the position. Full consideration shall be given to administrative employees applying for higher level jobs within the College.

C. Faculty promotions shall result in a salary increment of not less than the amount of one step in the rank to which a faculty member is promoted. For example, an instructor step 6, if promoted, would go to assistant professor, step 7.

SALARY POLICY AND SALARY GUIDE

- A. All faculty appointments and re-appointments shall be made in accordance with the salary guide approved as part of this agreement.
- B. The salary guide shall be printed annually and distributed to each member of the faculty. A copy of the salary guide is available to applicants for employment.
- C. Annual salary increments are earned, not automatic, upon appropriate recommendation through the organizational channels of the College. A faculty member's salary may be changed in either one of the following ways:
1. A full increment ( an increment may be denied in unusual circumstances)
  2. Two increments (to be used in unusual circumstances)
- D. Non-teaching professionals (including librarians) shall have the option of requesting a 10-month instead of a 12-month contract -- the salary and benefit formula being X months salary equals the 12 month salary divided by 12 and the answer multiplied by the number of months to be worked -- except in cases where the immediate supervisor deems it is not feasible for such a reduced work period.
- E. Faculty shall be paid eighty-five percent (85%) of their pro-rata salary based on either ten (10) courses, 30 credit hours, per academic year, or 30 contact hours, whichever is applicable, for any overload or summer teaching assignments. Such overload shall not exceed one course per faculty member per semester.

- F. Regular evening teaching assignments shall be by mutual arrangement and the faculty shall be given first preference in the assignments for summer as well as regular year overloads.
- G. The non-teaching professional staff shall be eligible for the salary increases, benefits, and conditions contained in this contract.

Salary Guide 1970-71 for Academic Year Salaries

H.

	<u>Instructor</u>	<u>Assistant Professor</u>	<u>Associate Professor</u>	<u>Professor</u>
1.	8,560			
2.	8,982			
3.	9,437			
4.	9,892			
5.	10,347	10,119		
6.	10,802	10,688		
7.	11,256	11,256		
8.	11,711	11,825		
9.		12,393		
10.		12,962	12,848	
11.		13,530	13,530	
12.		14,099	14,213	
13.			14,895	
14.			15,577	14,781
15.			16,259	15,577
16.			16,941	16,373
17.			17,623	17,169
18.				17,965
19.				18,761
20.				19,557

The preceding salary guide reflects the thirteen and seven-tenths percent (13.7%) increase as applied to the 1969-70 salary guide.

Teaching assistants, library assistants, laboratory assistants and laboratory technicians shall be compensated at the following rates:

#Library or teaching assistant Bachelor's degree or equivalent)	\$7,049 - \$9,096
#Laboratory or technical assistant (Associate degree or equivalent)	\$6,253 - \$7,959

#The positions are limited to three annual contracts unless extensions are granted by the Board.



TEACHING LOAD

The Somerset County College teaching faculty shall not be required to teach an excessive number of hours (beyond 30 semester hours per academic year) or be assigned an unreasonable schedule, it being recognized by the parties that the teaching faculty has the obligation, among others, to be available to students, to assume normal committee assignments, and to engage in community service.

During this contract, the Somerset County College work load formula as promulgated by the Dean of the College shall be applied on an experimental basis.

## INSURANCE AND MISCELLANEOUS BENEFITS

### A. Health Insurance

1. Each faculty member shall receive, at no cost to the faculty employee, full family coverage for eligible dependents under the New Jersey Public School Employee's Benefit Plan, (New Jersey Blue Cross - Blue Shield) as provided in the program offered by the State of New Jersey.
2. Each faculty member shall be entitled to a reimbursement of up to \$25.00 for the purpose of obtaining a general physical examination each year. To obtain this benefit, a faculty member must have his physician sign a College form indicating that the general physical examination has been conducted and forward a copy of the examination with that form to the College Health Services.

### B. Illness, Death or Maternity

1. Three days bereavement leave shall be granted to faculty members in the event of death in the immediate family (mother, father, wife, husband, son, daughter).
2. All faculty members shall be entitled to 12 days of sick leave per academic year. Sick leave will be accumulative to 100 days to be used in subsequent years as needed. The Board may require proof of extended illness. Cumulative sick leave shall not be paid upon termination of employment.
3. Maternity leave without pay shall extend from the end of the sixth month of pregnancy to a period not exceeding 90 days after the termination of pregnancy. Within the 90-day period, the faculty member must inform the College in writing of her intention to return not later than the start of the next

regular academic year following the 90-day expiration date.

At no time will maternity leave be considered as sick leave.

C. Educational Benefits

1. A faculty member shall be entitled to a reimbursement of tuition for graduate studies equal to four (4) courses in any calendar year, except that first year personnel will be limited to two (2) courses per year, not more than one course in any semester, at the existing graduate credit hour rate for Rutgers, the State University. A reimbursement of tuition of up to \$45 per credit hour shall be made in instances where other institutional credit hour rates exceed the Rutgers rate. All courses taken must be in a degree program or be work related as determined by the Board. One-half (1/2) of the reimbursement of tuition shall be paid upon proof of course registration and the balance upon satisfactory completion of the courses. The Association agrees that its membership shall reimburse the College (on a pro-rata basis) for courses not completed by the faculty members. In no case shall the Board pay for thesis or dissertation continuation.
2. A faculty member may audit courses at Somerset County College so long as there is no interference with his own teaching program and his entrance in the class is predicated on a space or seat availability. In limited enrollment situations, full-time day and part-time students will be given first choice.

D. Insurance Coverages

1. If the College requires a faculty member to operate his personal motor vehicle in the performance of regular business of the College, the College shall pay ten cents (10¢) per mile to cover all expenses, including insurance, paid by the faculty member.

However, before using his personal vehicle, a faculty member agrees to provide a minimum of 7 working days advance notification to reserve a College vehicle.

2. Each faculty member shall receive the right of prepayment of premiums of all insurances to which he is entitled prior to or during any officially approved leave of absence with pay.
3. The Board shall maintain sufficient personal and liability insurance for all faculty members while they are conducting official College business. The personal insurance coverage accruing to a faculty member shall be that term insurance provided in conjunction with the retirement system through the State of New Jersey. The Board shall insure against any civil action that would be brought against any faculty member for any act or omission arising out of and in the course of the performance of his duties of his office, position or employment.

## FACULTY FACILITIES

- A. The Board agrees to provide the faculty with office space of such a nature that the Counseling of students can be conducted in a satisfactory manner. Every effort will be made to provide individual faculty offices.
- B. Telephones - In or near the faculty work areas or offices, telephones will be conveniently placed; however, no attempt will be made to adhere to a fixed ratio of telephones per faculty members.
- C. Faculty Lounges - There shall be adequate faculty lounges. These should be comfortable and quiet.
- D. Conference Rooms, etc. - There will be adequate conference rooms available to the faculty for purposes of departmental meetings, special meetings and the like.
- E. Library, Supplies, Equipment, Storage, Special Purpose Rooms - So far as budgetary considerations allow, the Board will attempt to provide adequate space for supplies and storage as well as special purpose rooms and equipment rooms.
- F. Rest Rooms - Adequate rest rooms shall be provided.
- G. Special Services - Duplicating, secretarial, etc. - The faculty shall be provided with secretarial and clerical assistance.

## SABBATICAL AND LEAVES OF ABSENCE

### A. Sabbaticals

1. The Sabbatical leave is designed to furnish opportunity for professional and intellectual development of all faculty (teaching and non-teaching) through study, travel, and research.
2. Faculty members shall be eligible for one year of Sabbatical leave after the completion of six (6) academic years at Somerset County College.
3. Full pay for one semester or half pay for two semesters shall be provided by the College at the option of the instructor, after six (6) years. A faculty member may apply for Sabbatical leave, stating how such leave will fulfill objectives of #1 above, and be recommended by his division director to the Dean of the College. The Dean of the College will consult with the President and forward recommendations for Sabbatical leave to the Board of Trustees for action.
4. The recipient of a Sabbatical leave retains such rights of regular employment as status on salary schedule, retirement, medical benefits, insurance and tenure. However, he is obligated to return to continue his employment at the College for at least one academic year after completion of his Sabbatical leave. The recipient may accept a grant, 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 this program.

5. The Board endorses the principle of the Sabbatical and pledges to implement it.

B. 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 appropriate division director who will review the application and submit it with his recommendations to the Dean of the College for transmission of his recommendation to the President. The President of the College will transmit the application, with his recommendations, to the Board of Trustees. Statute law provides for the continuity of benefits under certain leaves of absences and conditions.

ADDITIONAL GENERAL CONDITIONS

- A. Teaching Hours - Except in unusual circumstances, the College will assign an instructor(s) courses within an 8-hour span.
- B. Calendar - The academic calendar shall begin on September 15, 1970, and extend to June 12, 1971.
- C. Office Hours - Teaching faculty shall maintain at least four (4) hours per week for consultation with students.
- D. Attendance at College Functions - Faculty members attending those functions for which academic attire is requested shall have said attire furnished by the College at no charge. Faculty members must attend certain scheduled functions of the College. Failure to attend such required functions, without notice, shall result in a billing to the absent faculty member.
- E. Employment of Relatives - The College has adopted the following statement regarding the employment of members of the same family:

As a general rule, Somerset County College will not employ two members of the same family. Exceptions are made only in unusual circumstances when there is no question of the individual qualifications of each member of the family and it is clearly in the best interest of Somerset County College to make such an exception. All such exceptions must have the approval of the President of Somerset County College. In no case will an employee be assigned to a division, department or office supervised by another member of his family.

Without exception, no family members of Somerset County College personnel filling the following positions will be employed:

1. Members of the Board of Trustees
2. College Counsel
3. President and Administrative Officers
4. Division Directors and Department Chairmen



- F. The Faculty Association agrees not to conduct a strike or boycott for the duration of this agreement.
- G. This agreement incorporates the entire understanding of the parties on all matters which were or could have been subject of negotiations. During the term of this agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiate or evaluate this agreement.

## GRIEVANCE PROCEDURE

### A. Purpose

The purpose of this procedure is to guarantee to members of the Faculty Association covered by this Agreement desiring to process a grievance, a means for a fair and prompt adjudication of the complaint or dispute without fear of harassment or reprisals of any kind.

### B. Definitions

1. Grievance - A grievance is a claim or complaint by a professional staff member, or a faculty member, or a group of faculty members, based upon an event which affects a condition of employment, discipline, discharge and/or alleged violation, misrepresentation or misapplication of any existing rule, order or regulation of the Board of Trustees, or of any agreement existing between the Board of Trustees and the Somerset County College Faculty Association.
2. Grievance Committee - A Grievance Committee shall be established to hear formal grievances filed by members of the Faculty Association of Somerset County College. The Grievance Committee shall be composed of six people, the President of Somerset County College and two Committee members appointed by him, and the President of the Faculty Association of Somerset County College and two Committee members appointed by him.

The Chairmanship of the Somerset County College Grievance Committee shall alternate between the President of the College and the President of the Faculty Association. It is hereby understood that neither the grievant nor grievor(s) shall be members of the Somerset County College Grievance Committee.

(Trustees may be appointed to the Committee). Each party may select its Committee members at its own discretion. Alternates shall be named for all members of the Grievance Committee and shall be so designated in writing to the Chairman of the Committee. No action may be taken by the Grievance Committee unless all six (6) members of the Committee are present.

C. Procedure

1. In the event of a grievance, the claimant shall first discuss the grievance informally, either by himself or with a representative, with the appropriate immediate supervisor in an effort to resolve the grievance in a mutually satisfactory manner.
2. If after the informal discussion with the immediate supervisor, the grievance remains unsolved, the claimant shall discuss the grievance informally with the appropriate officer of the College (except the President who serves on the Grievance Committee) in an effort to resolve the grievance in a satisfactory manner. Every attempt shall be made to resolve the grievance within ten (10) days.
3. If after informal discussions, the grievance remains unresolved, the grievant and/or his representative shall have the right to take the grievance before the Grievance Committee for a formal hearing.
4. The Hearing procedure shall be as follows:
  - a. Parties in interest believed to possess information pertinent to the grievance shall be invited to present such information at the Hearing.

- b. The aggrieved party will be permitted to present any pertinent data relative to the processing of the grievance.
  - c. A transcript shall be kept during the formal Grievance Committee Hearing; however, release of the transcript except to an arbitrator or Court of Law shall require authorization of the grievant and the majority of the Grievance Committee.
5. The resolution of the grievance by the Grievance Committee shall require a two-thirds affirmative vote of the Grievance Committee and shall normally be rendered within ten (10) days of the receipt of the grievance, but at any rate, a decision shall be rendered within five (5) days of the conclusion of the Grievance Committee Hearing.
6. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the allotted ten days, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree on an arbitrator, he shall be selected pursuant to the rules and procedures of the American Arbitration Association, whose rules shall likewise govern the arbitration proceeding. Parties in interest shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall not violate the terms of the agreement. Both parties agree to be bound by the award of the arbitrator and the decision of the arbitrator shall be final and binding on both parties.

7. The fees and expenses of the arbitrator shall be shared equally by the parties.
8. Decision of the arbitrator shall normally be rendered within ten (10) working days of receipt of the grievance.
9. No reprisals of any kind shall be taken against any faculty member for initiating or participating in any grievance. If any faculty member for whom a grievance is filed, processed or sustained shall be found to be unjustly discharged from employment, he shall be restored to his former position or comparable position with full restitution of contract salary lost as a result of the unjust discharge.
10. The number of days indicated at each step of this grievance procedure shall be considered as maximum and every effort should be made to expedite process. All documents, communications and records dealing with the formal grievance shall be retained by the Grievance Committee. Information relative to a participant's involvement in a grievance shall not be communicated to persons, institutions, or companies requesting a reference for an individual.
11. It is agreed that the claimant and the Grievance Committee shall be furnished with all relevant information.

APPLICATION OF PROVISIONS OF AGREEMENT

- A. Copies of this Agreement shall be reproduced by the Board and distributed to all faculty members now employed.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

DURATION OF AGREEMENT

This agreement shall be effective for the period starting September 1, 1970, and continuing through August 31, 1971, and shall continue from year to year thereafter unless either party shall give written notice to the other after August 15, 1970 but before October 15, 1970, of its intention to terminate, modify, amend or supplement this Agreement. Within thirty days of the receipt of such initial notice (by certified mail) the parties hereto shall commence negotiations having for their purpose the settlement of the issue raised by such notice.

Board of Trustees

Association

\_\_\_\_\_  
Chairman, Board of Trustees

\_\_\_\_\_  
President, Faculty Association

\_\_\_\_\_  
Chairman, Negotiating Committee

\_\_\_\_\_  
Chairman, Negotiating Committee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

EXHIBIT A

RECOGNIZED BARGAINING UNIT POSITIONS

1. Full-time faculty holding the rank of instructor, assistant professor, associate professor and professor except the following positions:
  - a. Division Directors
  - b. Chairman of Nurse Education
  - c. Director of Data Processing
  - d. Director of Libraries
  - e. Director of Media and Instructional Services
2. Full-time teaching assistants, technical assistants, and laboratory assistants.
3. Full-time student affairs personnel as follows:
  - a. Assistant Dean of Student Affairs
  - b. Director of Admissions
  - c. Director of Student Activities
  - d. Counselors
  - e. College Nurse
  - f. Assistant to the Registrar
4. Full-time Administrative Services Personnel as follows:
  - a. Chief Accountant
  - b. Food Service Manager
  - c. Bookstore Manager
  - d. Grounds Manager
5. Full-time Director of Special Educational Services
6. Full-time Media Specialist
7. Full-time Programmer

However, positions not covered above shall be included in this agreement by mutual consent of the parties to this agreement.