COLLECTIVE BARGA.ININGAGREEMENT BETWEEN EDWARD WATERS COLLEGE AND EDWARD WATERS COLLEGE CHAPTER OF THE AMERICAN ASSO '.fIQN OFUNJVERSITY PROFESSORS

Edward Waters College (the "College") and Edward Waters College Chapter of the American Association of University Professors ("EWC Chapter", "AAUP" or the "Association"), agree as follows:

I. .PREAMBLE

1.1 The general purpose of tbi agreement is to provide for the operation of the College under methods which shall provide quality education to the College's students, shall maintain high academic standards, together with teaching effe tiveness and excellence, shall maintain a positive atmosphere for learning, shall promote economy and.efficiency of operations, and shall ensure that the College maintains its accreditation with the Southern Association of Colleges and Schools ("SACS" or "Southern Association"). The parties to this Agreement will cooperate fully to secure the advari.cement of these purposes.

Il. RECOGNITION OF BARGAINING UNIT

2.1 EWC recognizes the EWC Chapter of the AAUP as the sole and exclusive bargaining agent of all full-time faculty, coaches, and professional librarians (other than the head librarian and head coaches with supervisory responsibility similar to department chairs), with respect to hours, wages, fringe benefits, working conditions and conditions of employment. Any full-time employee who teaches classes, coaches, or is a professional librarian (with the exception of counselors, dean.s, department chairs, lecturers and administrators "(ho supervise EWC employees-excluding work study students) will be considered a full-time faculty member.

EWC agrees that, for the three calendar years immediately following the execution of this Agreement that it will have no more than seven department chairs.

2.2 EWC shall make available to the AAUP upon request records, material, and/or information relevant to negotiations or to the proper enforcement or implementation of this agreement. EWC shall comply with such request within the time frame dictated by the grievance procedure or negotiations schedule.. All provided records, material and information shall be kept coniideritial, and shall not be shared with, or disseminated to, anyone outside of the collective bargaining unit.

2.3 Whenever it. is mutually agreed upon by the AAUP and administration to meet and confer concerning matters pertaining to this agreement, or to engage in negotiations, bargaining unit members involved in $UCh meetings shall be given necessary released time, and· in no event shall suffer loss of pay or other penalty while attending said meetings.

2.4 Members of the bargaining unit may, at their request, have prorated chapter and national AAUP dues deducted from their monthly paychecks and. remitted to the Chapte.r treasurer. The name of AAUP members desiring to have their dues deducted shall be provided to EWC's Comptroller by September 1 of each year. ·

ill.· MANAGEMENT FUNCTIONS

3.l EWC and the AAUP agree .that allthe rights, po;ers and authority oLthe administration which have not been abridged or modified by this agreement are retained by the administration. The existence and right to exercise such powers and authority shall not be subject to the grievance procedure set forth in this agre ment, but any claim of arbitrary'. / unreasonable:_or discriminatory exercise of such powers and authority related to the terms and conditions of employment shall be subject to such grievance-arbitration procedures.

IV. EQUAL EMPLOYMENT OPPORTUNITY

4.1 The College and the Association agree that neither party shall discriminate against any person because of race, religion, color, national origin, sex, age, marital status, disability, or any other reason prohibited by law.. The College has the right to enter into any agreement or practice modifying the terms of this Agreement, which, in the College's opinion, is reasonably necessary to comply with Title VII of the Civil Rights Act of 1964, as amended, Section 1981 of the Civil Rights Act of 1886, the Americans with Disabilities Act, or any other local, state or federal law,. rule or regulations relating to equal employment opportunity, the environment or health and safety.

4.2 The College and the Association will. not condone any form of sexual harassment (defined as the use of unwelcome sexual advances, rnquests for favors and other verbal and physical conduct of a sexual nature) as the basis for employment decisions, or as an interference with an individual's work performance by creating an intimidating, hostile, or offensive WQfk environment. €.fJe,,iyliA o ."

4.3 The College and the Association will not condone any form of sexual harassment at the College,

4.4.. Process for discrimination and harassme t claims: If a case of discrimination or harassment is alleged, the h1dividual alleging discrilllination or harassment may co e in confidence, either alone or accompanied by an AAUP representative of his/her choice, to meet with the Director of Human Resources.

4.5 If the complaint is not resolved to the individual's satisfaction by the Director of Human Resources, the individual may file a grievance, but the grievance procedure may not be . taken to binding arbitration without the consent of the individual, the AAUP and EWC. The

individual may as otherwise provided by law file a complaint with the appropriate federal or state agency. These provisions do not Iimlt an employee's rights as otherwise provided by law.

4.6 The College and the Association agree that neither party shall discriminate against any unit member or any application for employment because of membership or association with the Association or legally protected activity on behalf of the Association.

V. NO STRIKE/NO LOCKOUT

5.1 The Association agrees that it shall not engage in or sanction, encourage or condone its officers and members engaging in any strike, slow down, work stoppage, or other interference with the College's operations. _. A work stoppage occasioned by the honoring· of another union's picke_t line or strike shall constitute a forbidden work stoppage under this Agreement.

5.2 If any employee violates this preceding .section, either in whole or in part, immediately upon the Association's.receipt of written notice from the College that such action is occurring, the Association·shall be responsible for doing th_e following:

(a) Advising the College that such action has not been sanctioned by the Association; .

(b) Instructing all Bargaining unit members in writing that their action is illegal and in violation of the Agreement and directing them to return to work ·. immediately; and

(c) Making every reasonable effort to induce their members to return to work.

5.3 Any employee who violates this article shall be subject to Discipline as defined in Article XX.VIII.

5.4 The College agrees that during the tenn of this Agreement, there shall be no lockout by the College of its employees.

VI. ACCESS TO CAMPUS

6.1 Upon prior reasonable notice to the Director of Human Resources, representatives of the EWC Chapter and the national AAUP will be allowed reasonable access to the College for a specific purpose relating to the terms and conditions of this. agreement, providing they do not interfere with the College's operations or its students. No student will be involved in any manner in grievance-related proceedings,· absent prior approval by the CoHege Administraticiri.

6.2 The EWC Chapter will be permitted to hold meetings mi campus, but must comply with the College's rules and regulations concerning the scheduling and use of College facilities; this includes the use of classrooms during times that they are vacant. ·The EWC Chapter must provide· a written request to the. appropriate office for scheduling purposes for meeting rqoms or facilities .other than classrooms, Specifically, the EWC Chapter will give the same consideration for scheduling meeting space as other organization.s affiliated with the College, All EWC Chapter meetings shall not conflict with the teaching or professional responsibilities of the faculty.

6.3 . The Assodation may use tile faculty meD1ber mailboxes for the distribution of .·. officia!Association COI))Illunications.

VII. ACADEMIC FREEDOM AND RESPONSIBILITY

7.I The College strongly supports the principles of academic freedom and responsibility. . While each· faculty member is entitled to freedom in research and in the publication of the results thereof, this grant of freedom is subject to the satisfactory performance of his/her academic duties and must be exercised in accordance with written College policies and

procedures. Research for pecuniary return must be based on a written agreement with the College and must not interfere with teaching, College responsibilities, and advising duties. The College shall receive the proceeds of any research grant obtained by a bargaining unit member.

The Coilege shall share in the proceeds of any traditional written publications, such as articles or textbooks, of a bargaining *unit* member only to the extent that the College's name or resources are utilized. The distribution of proceeds for any non-traditional publications, including but not limited to CD-ROM's, videotapes, computer discs, etc. shall be negotiated individually between the faculty member and the College, with a copy of any written agreement to the Association..

7.2 Each faculty member is entitled to freedom in the classroom discussing his/her subject, but he/she should not introduce into his/her teaching controversial matter which has no relation to his/her subject.

7.3 Each faculty member is a member of a learned profession and an employee of the College. When a faculty member speaks or writes, pertaining to his or her institutionally recognized disciplines, he/she should be free from institutional censorship or discipline. However, the faculty member's special position in the comn:iunity imposes special obligations. As a person of learning (llld an education officer, he/she should remember that the public may judge his/her utterances. Thus, he/she should at all times be accurate, should exercise appropriate restraint, and s oW respect, for the. opinions .of others. In. addition, he/she .must clearly indicate that he/she is not a spokesperson for the College.

7.4 Every faculty member, librarian and coach at the College shall enjoy freedom of speech, but he/she shall. not malign or discredit the College or injure the good name of the College or violate its policies.

VIII. FACULTY RANK

8.1 All faculty members within the bargaining unit shall be granted one of the following academic ranks:

(a) Instructor.

(b) Assistant Professor.

(c) Associate Professor.

(d) Professor.

8.2 All full-time faculty members employed and reappointed shall continue under this Agreement at their present rank unless granted a promotion, disciplined, discharged, or unless the faculty member's employment is not renewed.

8.3 All regular full-time faculty appointments will be for nine, ten oi: twelve months. Salaries of nine or ten month faculty may at the request of the faculty member be prorated and paid over a twelve-month period. Librarians will be employed for twelve-month terms. The College may make supplemental·teaching contracts available for the summer term, as'.necessary to meet student demand. If a subject is in demand and if more than one faculty member are equally qualified in terms of rank, then the faculty member with seniority at the College shall _be given the first right ofrefusal of the summer school position.

8.4 The specific minimum requirements for a ainment of the ranks of Instructor, Assistant Pri:lfessor,Associate Professor and Professor are as follo:Ws:

(a) Instructor: For Appointment to the rank of instructor, the individual must possess a master's degree from an accredited institution. He/she must have completed at least 18 graduate semester hours in the teaching discipline and hold at least a master's degree, or hold the minimum of a master's degree with a major in the teaching discipline. The individual must also show promise as an effective

teacher, a potential scholar, and show intent to acquire a terminal degree in the teaching discipline within a reasonable period of time.

(b) Assistant Professor. For appointment to the rank of Assistant Professor, the individual must .have either (i) an earned doctorate or appropriate terminal degree in the teaching discipline from an accredited institution, or (ii) a master's degree with at least 18 hours in the teaching discipline, or (iii) a master's degree with a major in the teaching discipline. A candidate who does not possess a

terminal degree in the discipline must have a minimnm of three years of successful teaching service at the College or another accredited institution at the rank of Instructor. If the individua1 does not possess a terminal degree; he/she must show intent to acquire such degree within a reasonable period of time. Finally, the individual must demonstrate acceptable professional performance as determined by the evaluation procedure, Article XL ·

(c·) Associale Professor. For appointment to the rank of Associate Professor, the individual must possess an earned doctorate in the teaching.discipline from an accredited institution and have five years of teaching service at the College or another accr dited institution. The individual must . also ha;e demonstrated acceptable prnfessional 2erfm-inance as determined by th evaluaifo p;qcedure, Article XI.

(d) Professor. For appointment to the rank of Professor, an individual must possess an earned doctorate (or appropriate terminal degree· requiring an equivalent of no less than three years of full-time graduate study) in the teaching discipline from an accredited institution of higher education. The individual must

also have a minimum of eight years teaching service at the College or another accredited irutitution of higher learning or equivalent professional service. The individual must also have a minimum of four years teaching service at the College or another accredited institution at the rank of Associate Professor o equivalent professional service. The individual must also have demonstrated acceptable professional performance as determined by the evaluation procedure.

These minimum requirements shall be automatically modified as appropriate to comply with the current criteria of the Southe Associatioi;i of Colleges and Schools.

8.5 Prior to employment, official transcripts must be furnished. When the College has reason to be concerned or where no such documents have ever been provided to the Administration, each faculty member must provide certified copies of all transcripts within 30 days of the effective date of this Agreement or 30 days after a request from the College or· authorize release of transcripts to ihe College. Failure to provide such documentation or authorization are grounds for discharge.

8.6 In exceptional cases, individuals with outstanding professional experience and demonstrated contributions. to the teaching discipline, may' be appointed or promoted by the President to a rank for which they lack the minimum qualifications. They must, however, be first rec6nnnended by the appropriate· Departme t Chairp rson, then approved by the Chief Academic Officer, and finally accepted by the President. Such exceptions must be justified on an individual basis and subject to the·approval of the Department Chairperson, Chief Academic Officer, and the President.

8.7. Other than. the regular teaching faculty, only persons with the minimum qualifications for academic rank and approved by the appropriate department shall be permitted

to teach courses for academic credit at the College except all persons who teach in developmental programs or as permitted by SACS. Individuals teaching in developmental programs or as permitted by SACS must hold at least a bachelor's degree in a discipline related to their teaching assignment and either classroom experience in a discipline related to their teaching assignment or graduate training in developmental education.

8.8 There will be no limit on the number of faculty in each rank, except as may be necessitated by demonstrated financial exigencies.

IX. SELECTIONOFFACULTY

9.1 Except as otherwise herein provided, when a full-time faculty position becomes available, a search will be conducted as follows. After in-house notice has been given, the College will advertise the position in an appropriate publication. A committee of faculty volunteers will screen all applications and reco=end three or more of the applicants for interviews. After these applicants have been interviewed by the faculty committee, department chair and Vice President for Academic Affairs, that vice president will solicit recommendations from the faculty committee and department chair in making her/his recommendation to the President. If the President is not satisfied with the candidate(s) recommended to him/he , a new search will be instituted as above. This procedure will be. started by March 10 each year as to any available positions 6f which the College is' awareof at that point. Under appropriate time sensitive circumstances, such as when a faculty member needs to be selected during the summer, the President may directly select a new faculty member to serve throughout the next term.

X. ACADEMIC RESPONSIBILITIES AND WORKLOAD

10.1 The standard teaching load of faculty members is (i) four. (4) courses per semester with a maximum of 3 preparations consisting of 12 credit hours or 15 contact hours, or (ii) eight

(8) courses per academic year with a maximum of 6 preparations consisting of 24 credit hours or 30 contact hours. Additional courses and preparations may be necessary for faculty with courses with low emollment when College or.course emollment require such courses. In instances when a faculty member is involved in research or publication or tutoring or extra committee responsibilities, an adjustment may be made at the Coi!ege's discretion in the faculty person's .teaching load. Such adjustment will be made upon the recommendation of the Department Chairperson and the Chief Academic Officer for final approval by the President.

10.2 · When a teaching overload occurs (i.e., teaching load above that described in · 10.1), the faculty person will be compensated at the current rate for adjunct professors, which shall be no less. than $1,200 per semester. Although the College will attempt to avoid teaching overloads, faculty members will accept any reasonably requested teaching overload.

10.3 During registration, the College will make an effort to equalize class sizes to the extent possible. As a general rule, class sizes will be no less than 5 and no greater than 30 students, except for developmental classes, which generally will be no greater than 25 students. However, circumstances within the College's. discretion may justify smaller classes (such as upper level classes for which there are limited numbers of eligible students), and the nature of certain courses may accommodate larger numbers (including but not limited to orientation, team-taught courses, activity courses (such as physical educ.ltion, band lllld choir), and sef\'ice .. courses), and in unusual circumstances, the College's resources and emollment may require larger numbers. Course offerings and schedules will be determined by EWC. In making . individual faculty assignments and re-assignments, EWC will consult with individual faculty members, and EWC will make reasonable efforts to inform faculty of tentative teaching assignments at least 30 days before the beginning of each semester. EWC will make a good faith

effort lo hire to teach developmental classes, individuals who specialize in teaching those classes.

I0.4 Faculty may be assigned a reasonable number of professional responsibilities such as committee and departmental assignments, student, extracurricular or other activities, but such responsibilities will not conflict with a faculty member's teaching responsibilities.

I0.5 The responsibility of the faculty member is the full and competent performance of all duties pertinent to his/her employment with the College. The faculty member's position with the College shall be his/her primary employment. Outside employment which interferes with a faculty member's obligations to the College is prohibited. Each faculty member must inform the College in writing through his/her Department Chairperson of any outside employment. The College reserves the right to request in writing information regarding outside employment. The use of College premises, facilities, equipment and personnel by faculty members for their outside employment or business is prohibited.. The reporting provisions of this Section shall not apply to activities performed wholly during a period in which the faculty member is assigned no professional duties with the college (i.e., during the Summer if not teaching summer school or the break between fall and spring semester break). Grant writing and/or research shall be a requirement of employment and shall be participated in by each faculty member including as requested by the administration.

10.6 Each faculty person will maintain a regular schedule of posted office hours (not "by appointment only" hours) not less than six hours per week during the regular academic year. Office hours must be arranged to provide for maximum student access to the faculty person, and a schedule must be posted on each faculty person's office door at the beginning of each semester. In addition, a copy of each faculty person's schedule must be submitted to the Department

Chairperson and the Chief Academic Officer during the first week of classes. The Department Chairperson should evaluate with the faculty person the office hour schedule so that adequate and appropriate office hours will be maintained.

10.7 Each faculty member is expected to prepare a detailed syllabus for each course. Such sylhtbus shall be congruent with the College's master syllabus model in form and substance. The course syllabus should be distributed to all students within the first week of classes, with two copies submitted to the Department Chairperson as soon as they are distributed· to the students. Each faculty member is expected to provide quality instruction for students and academic counseling to students as necessary. Each faculty member is also expected· to attend school functions as directed by the College Administration, including convocations, teacher's planning meetings, baccalaureate/ commencement exerci es, Wednesday Chapel. Services, (except for those employees whose religious affiliation specifically prohibits attendance) East Florida Conference, and other important ceremonies and activities, unless he/she has been excused by the Chief Academic Officer. The College will provide prior reasonable notice of required school functions to the faculty members.

10.8 Faculty members _are expected to hold their classes as scheduled during the academic year. If a faculty member is to be absent from class for College business or personal reasons, he/she. must obtain·pnor approval from the Department Chairperson; · Except in the event of emergencies or illness, faculty members are responsible for making arrangements to either reschedule their classes or have someone qualified to cover their classes when absent or late. In no event should the College be required to obtain and pay a substitute teacher. In the event of sudden illness, the faculty person or a member of his/her family should notify the Department Chairperson as soon as possible at least 60 minutes before the scheduled class time .

so that arrangements can be made to cover the class or to reschedule the class as appropriate. The first unexcused class absence will result in a conference with the Department Chairperson. The Department Chairperson shall inform the Chief Academic Officer the second time the faculty person is absent from a class without prior approval, in which event, the faculty person may be subject to discipline. Two or more consecutive unexcused absences shall justify discipline up to and including discharge. All faculty members must report to class on time and hold their classes for the allotted period.

10.9 Each faculty member will comply with the College's grading standards and policies. Faculty members who do not comply with the College's grading standards and published policies will be subject to discipline. A voluntary faculty committee shall provide input to the College as to suggested grading standards and policy revisions. However, the ultimate decision on such issues shall be that of the College.

10.10 All faculty persons will acquaint themselves with general student regulations as contained in the student handbook and the College catalog. Faculty members will be responsible for assisting and advising students with respect to such regulations. Faculty members will also assist the College in recruiting students, particularly in the area of each faculty member's expertise.

10.11 Duties of coaches subject to individual agreements.. However, some or all of the coaches may not be in the collective bargaining unit and therefore are not covered by this agreement. This may change from time to time based on supervisory responsibilities and part-time status.

10.12 Duties of librarians subject to individual agreements. However, some or all of the librarians may not be in the collective bargaining unit and therefore are not covered by this

agreement. This may change from time to time based on supervisory responsibilities and part- time status.

10.13 Faculty mernbers are expected to attend all faculty meetings. Such meetings are normally held on a monthly basis and are convened and chaired by the Chief Academic Officer. The President or the Chief Academic Officer may call additional meetings. Whenever possible, the College will provide faculty members reasonable prior notice of all meetings. If a faculty member must be absent from a meeting because of College business, or illness, he/she must provide reasonable prior request to the Department Chairperson unless the business or illness is an emergency.

10.14 Each faculty member is to be in attendance beginning the first day of registration each .term and will be available for a pre-announced orientation and/or faculty pre•planning up to three working days before fall term registration. Duties are considered to be complete after the later of three days after commencement or after all required class related duties have been performed. Prior to intersession periods, faculty with ongoing responsibilities will provide the Chief Academic Officer with a program update and develop in consultation with and the approval of the Chief Administrative Officer, a schedule of intersession availability.

XI. EVALUATION AND PROFESSIONAL DEVELOPMENT

1Ll Each unit member should be _evaluated armually, in writing; .asdescribed below. Evaluations should usually be conducted before the termination of the spring term, and a written report will be made available to the faculty member.

(a) The unit member shall first prepare a self-evaluation of his/her performance, and shall then submit that self-evaluation to his/her responsible administrator, Department Chairperson and/or immediate supervisor. Any

librarian and coach covered by this Agreement will submit his/her self-evaluation to the responsible administrator.

(b) The responsible administrator will review the self-evaluation and will meet with the unit member to discuss the evaluation package, including student, peer, and administrative input. Each Librarian and coach will meet with his/her . immediate supervisor to discuss and review the evaluation. Such evaluation will be one consideration used by the College Administration in making employment determinations with respect to members.

(c) A committee, composed of three unit members selected by the Association and three representatives (including _the Director of Planning, Research and Evaluation) appointed by the Chief Academic Officer, will meet and develop the content, performance standards and form of the performance appraisal which will be used to evaluate members' performance. The evaluation package created by ·such committee should be de igned to provide a qualitative and quantitative assessment of a member's performance.

(d) Unit members will be given copies of formal evaluations. made of them by students, peers . and administration, and may respond in writing to the administration to theseevaluations

NO;,.,,_,AL F col<ll<Acrs, TERMINATION AND RESIGNATI N

12. Nonrenewal of Contracts. The College Administration at its discretion m!JY decide whether to renew the'contract of a unit member for each of the first three years of full-· time employment, at the -end of a contract term but not for any reason prohibited by tills Agreement. If the College makes such a decision, it shall state in writing any basis for its

decision. Any unit member whose contract is not to be renewed must be notified in writing, by March 1. From the thiJ:lLy ar on, unit members may be tenninated for incompetence, unsatisfactory performance, neglect of duty, direct violation of specific contractual agreements and specific requests, or actions which compro se the integrity, reputation, or finandal prospects of the College. Only fter the first three years of full-tim e employrn_ent is nomenewal-tennination subject to binding arbitration.

12.2 Resignation of Unit Members. A unit member who wishes to resign has the obligation to provide the College with notice by March 15 for a resignation effective in the fall and by September 1 for a resignation effective in the spring. The letter of resignation should be sent to the Department Chairperson or immediate supervisor for non-faculty, who will forward it to the Chief Academic Officer for appropriate administrative action.

12.3 Dismissal During School Tenn. The College administration reserves the right to dismiss unit members before the end of the current year in circumstances which threaten the well-being of the College, its personnel or its students. In such exceptional cases, the College may also suspend the unit member. prior to the tennination of his/her contract and such suspension may be (in the College's discretion) with or without pay for the remaining contractual period.. Any dismissal or suspension of a t member ma; be subject to the grievance prncedure established under ArticleXN.

12.4 The resolution of any dismissal for cause charges shall be non-precedential in any future situation.

XIII. GRIEVANCE PROCEDURE .

13.1 A grievance is defined as a written complaint by one or more. bargaining unit members or the EWC chapter of the AAUP pertaining to a violation of contractual rights under

this Agreement or relating to the meaning and application of the terms or provisions of this Agreement.

13.2 No investigation of grievances shall interfere with the faculty member's teaching responsibilities.

13.3 The College and the EWC Chapter recognize that most grievances involve misunderstandings that are easily rectified. Consequently, before a grievance is reduced to writing, an effort should be made by the employee to resolve a grievance informally before proceeding with a formal grievance. If a formal grievance is necessary, however, it shall be processed in the following four steps:

(a) SJep One: A grievance shall be reduced to writing and presented to the employee's Department Chairperson or, immediate supervisor for non-faculty, within fifteen calendar days after the event or events giving rise to the complaint, or after the employee knew or, through the exercise of reasonable diligence, should have known of the eyent or events giving rise to the complaint, and if not so reported, such grievance shall be waived and such complaint shall thereupon be null and void and of no force and effect. The written grievance must state in detail the nature of the grievance and the circumstances which gave rise to the grievance and must identify the provisions of this Agreement whkh are applicable to its resolution. The grievant will meet with the Department Chairperson or immediate supervisor within fifteen calendar days of the Department Chairperson's receipt of the grievance. The Department Chairperson or immediate supervisor will assess the matter, and if necessary, call a further meeting to effect a resolution. Within fifteen calendar days of the initial meeting,

the Department Chairperson or immediate supervisor will provide to the Chief Academic Officer a draft written response, and if the Chief Academic Officer approves of its submission to the grievant as the Department Chairperson's or immediate supervisor's response, the Department Chairperson or immediate supervisor shall provide it to the grievant, with a copy to the Chief Academic Officer and the EWC Chapter. If the outcome is not acceptable to the grievant, the grievant may then proceed to step two. If, however, the grievance is against the Department Chairperson or immediate s pervisor, the grievance will be filed with the Chief Academic Officer (within the time limit stated in the first sentence of paragraph 13.3(a)) instead of the Department Chairperson or immediate supervisor and step one will be omitted..

(b) Step Two. Within fifteen calendar days of the grievant's receipt of the written statement in step one, the grievance shall be reduced to writing and submitted to the Chief Academic Officer (the failure of which waives the grievance and complaint). At the grievant's request, a meeting shall be scheduled with the Chief Academic Officer.. The Chief Academic Officer will forward a written answer to the grievant, with a copy to the EWC Chapter, within fifteen calendar days. of. the receipt of the,·written grievance ;. ;he Chief Academic· Officer's meeting with the grievant, whichever is later. If the answer is not appealed in writing to step three within fifteen calendar days of its. receipt, the grievance shall be considered settled on the basis of the Chief Academic Officer's answer.

(c) Step Three. If the grievance is not resolved satisfactorily to the grievant or the College at step two, it may be appealed in writing to the President within fifteen calendar days of the grievant's receipt of the written answer in step two. The failure to submit a written appeal within this time frame will constitute a waiver of the grievance and complaint. The President may convene a meeting or meetings with the grievant (at his/her or the grievant's request), and/or the person against whom the grievance has been filed. Within fifteen calendar days of the later of receiving the grievance or the President's meeting with the grievant, the President shall make a written answer to the grievant with a copy to the EWC Chapter.

(d) Step Four.. If the dispute is not satisfactorily resolved in step three, the EWC Chapter may call for arbitration by notifying the College in writing within _fifteen calendar days. Representatives of the college and the EWC Chapter should meet within fifteen calendar days of the arbitration notification to select an arbitrator. Should the parties be unable to agree on an arbitrator within fifteen calendar days after meeting, the College and the EWC Chapter shall su_brnit the matter to. the Federal Mediation and Conciliation Service ("FMCS"), in accordance \1/ith the FMCS's rules and. procedures. All expenses and fees of the _- arbitrator shall be borne equally by the EWC Chapter and the College. The arbitrator shall. have jurisdiction and authority to interpret and apply the provisions of this agreement with respect only to the controversy being arbitrated_. The arbitrator shall not, however, have the authority to add to, modify, take away from or amend the provisions of this Agreement or

amendment or supplement thereto. In addition, the arbitrator shall not be empowered to extend or renew this Agreement, nor to provide additional benefits not included in this Agreement. Further, if the arbitrator orders reinstatement, the faculty member will not be reinstated until the beginning of the next school term. So long as the arbitrator has acted within the bounds of the Agreement, the decision of the arbitrator shall be final and binding upon the parties as provided under the Florida· Arbitration Code.

13.4 The time limits at any step of this grievance procedure may be extended by mutual agreement of the College and the EWC Chapter.

13.5 In the event that a written decision by the college is not rendered within the specified time limits, the grievant may be advanced to the next step of the grievance procedure. Failure to follow the time constraints for submission in the next step of the procedure will constitute a waiver of the grievance and complaint.

13.6 Any meeting regarding a grievance may, at the grievant's request, be attended by the EWC Chapter representative, and, at EWC's request, be attended by legal counsel for EWC.

XIV. PROMOTION AND TENURE

14.1 Policy on Tenure. Tenure is the right of a teaching faculty person to continuous service or appointment at Edward Water.s College, .which. may b_e terininate -.oruy as. a consequence of a fair hearing, for just cause or_ demonstrably bona fide financial exigencies, or due to resignation, retirement, or death. Unless otherwise stated in writing, all faculty appointments of the College will be on probationary and/or annual contract basis until tenure is granted. Tenure implies administration and Board of Trustees satisfaction with, or confidence in,

the faculty member, based on evidence of commitment to the College, its purpose, and its programs.

The criteria, including eligibility, qualifications and merit for faculty tenure at Edward Waters College, have been established with guidance from the standards of the American Association of University Professors, the American Council on Education, and common practices in higher education.· In certain exceptional cases, the President may exercise his prerogative to recommend tenure be granted to a faculty member. Such exceptions may include the waiver of the requirement of teaching experience at EWC for the new faculty with extraordinary experience and qualifications, or the granting of tenure to faculty with ten ye.ars or more of continuous servi.ce. Faculty persons who are granted tenure by presidential prerogative will nonetheless be subject to final approval by the board of Trustees.

14.2 The ·promotion and tenure committee shall consist of one member, selected by each department's faculty. No one who is under consideration for promotion or tenure may serve on the committee.

14.3 Faculty members with the rank of assistant professor, associate professor, and . professor are eligible for tenure. Faculty members who are at the end of their sixth year at EWC· on February 1, and who are otherwise qualified individuals may initi!lte the tenure ·process by· supmitting by February 1. a.letter with. supporting. information verifying.their e)igibility t9. th.e department chairperson, with a copy to the Vice President of Academic Affairs. The following supporting evidence should be included:

(a) Teaching: syllabi, examinations,. evidence of methods and techniques used.

(b) Academic competence: transcripts; research/publication; grant proposal writing; awards and citations; papers, seminars, conferences.

(c) Documentation of commitment to the institution.

(d) Peer, student, self and administrative evaluations.

The submitted materials will be reviewed by the department chairperson, who will forward his/her recommendation by February 28 to the tenure committee. The tenure committee will forward its recommendation to the Vice President for Academic Affairs; his/her recommendation will be forwarded to the President, who will forward his/her recommendation to the Board of Trustees, who will either grant or deny tenure. The faculty member shall be informed in writing of each recommendation at the time it is made, and will be advised of the reasons for the decision. The faculty member may withdraw his/her request for tenure at any point in the process.

When tenure is granted, the faculty member will be informed by the President. At that point,. ann al contracts will no longer be iss ed. The President shall thereafter inform tenured faculty of promotion, advance in salary, increased benefits, and other changes that affect the faculty appointment.

14.4 For Purposes. of tenure and promotion for anyone covered by this Agreement, part-time service will be credited at the rate oftwenty-fmir semester hours teaching equalingone full-time year.

14.5 Promotion to higher academic rank will follow the same procedure (but not the six-year time frame) as for tenure, and the same committee will evaluate candidates.

14.6 Denial of promotion or tenure is subject to the grievance procedure.

XV. GOVERNANCE OF THE COLLEGE

15.I The variety and complexity of tasks performed by institutions of higher education produce an interdependence among constituent elements of the College. Adequate communication is therefore essential and there must be full opportunity for appropriate joint planning effort. Joint effort and shared responsibility for governance will take a variety of forms as situations require. Initiative may emerge at one time or another from all institutional components, and differences in the weight of each voice will vary according to the matter at hand and the defined responsibilities of each constituent element. Shared responsibility for governance is based upon mutual trust and respect for diverse interests and perspectives and is an iterative and consultative process. To be effective, shared governance clearly. defines roles, scope of authority, and responsibility for decision-making among unit governance bodies and college administrators. Shared governance also demands responsibility for shared irnplernentat'ion.

15.2 A Committee of volunteers will meet at the beginning of each semester and as needed to evaluate and recommend curriculum proposals to the administration. The unit members also shall participate as requested by the administration in the responsibilities for program development, program review, department review, and department an_d college reorganization.

XVI. FACULTY DEVELOPMENT

16.1 The College encourages the professional development of its faculty. However, individual faculty members are to take the initiative in promoting their own growth as teachers, scholars, and especially in professional and occupational fields, practitioners.

16.2 Faculty development support may at the College's _discretion be made available to faculty who have been accepted or are emolled in a ternrinal degree program, or are taking

courses, seminars, or workshops to update or improve capabilities in their teaching fields. Funds received may be used to pay tuition, fees, or research expenses, transportati<;m, living expenses, books or major typing expenses. Applications may be obtained from the Department Chairperson and must be completed in duplicate. Deadlines for submission are March 15 for the fall semester and September 1 for the spring semester.

16.3 Applications will b forwarded to the Chief Academic Officer who will forward his/her recommendations to the President. The President will be responsible for making the final determination (whether approval or denial of such request).

16.4 In making his/her recommendations, the Chief Academic Officer may consider any previous grants made to such faculty member, the faculty member's service to the College, the faculty member's satisfactory performance on previous work paid for by the College, costs to e college, other budget matters, and any other relevant considerations.

16.5 Professional leaves and absences in reasonable amounts, as determined by the Administration, may at the College's discretion be granted _ to faculty members to attend professional meetings and activities.

16.6 The College_ may at its.discretion grant released time to faculty members to complete graduate study.. Faculty membersmustsubmit pplications for released time before the_• pre ⁰registration periCld in the semester ;receding that fonvhich released time is requested,

XVII. PERSONNELFILES

17.I The College will maintain one official personnel file for each unit member, which will be maintained in the office of Human Resources. It will be the responsibility of the Director of Human Resources to maintain and secure all personnel files. No anonymous material may be placed in the personnel file..

17.2 The official personnel files may include, but not be limited to the following information, data, and records:

(a) Information and records concerning the unit member's original appointment, such as academic transcripts, resumes and application, letters of recommendation, and evalu[ltions for the first appointment.

(b) Signed evaluation reports and other evaluations based on discussions between the unit member and his/her Department . Chairperson, or other evaluation instruments.

(c) Information and documents relating to the faculty member's professional and academic performance generally and his/her College and community service.

(d) Record of all leave time taken including sick leave, leave without pay, or vacation time. (However, all medical records will be maintained in a separate file.)

(e) Specific evaluation instruments concerning reappointment, promotion or tenure. and any record of termination resulting from dismissal, resignation or death.

(f) All documents regarding the processing of any grievances under Articl.e xm.

(g) Related correspondence.

17.3 The information and contents of a faculty member's personnel file are confidential, and access will be limited to those with a need to know.· Each nnit member or his/her designee will have the right of reasonable access to examine and review the contents of his/her official personnel record, upon reasonable prior notice to the Human Resources Director.

Such review or examination will take place at reasonable hours in an area designated by, in the presence of the Personnel Director. A unit member shall have the right to make copies of materials in the personnel file. Although the unit member does not have the right to have any material removed from his/her file, the unit member may insert in the file his/her written comments concerning any material in the file.

17.4 It is not the purpose of this Article to limit the College in the normal mamtenance and retention of records concerning• routine matters. Such records relating to routine matters may also be filed separately in the appropriate offices.

XVIII.FRINGEBENEFITS

18.1 Health Insurance. The College shall provide all full-time permanent employees with group medical insurance after the first thirty days of employment. The College shall pay the full premium (not including deductibles and co-payments) for full-time employees for basic coverage. The employee, a:t his/her expense and discretion, may purchase family coverage by paying the additional premium. Further, the employee may upgrade his/her individual coverage by paying the difference between the basic and the upgraded plan.

18.2 Group Life Insurance. . The College currently ·does not offer ·life insurance coverage for its employees. Negotiations are currently under way to identify a plan which is cost effective

18.3 Pension Plan. Beginning July 1, 2001, the College will implement a retirement program for all pem1anent employees under which the College will match unit member contributions up to 5% of each member's salary.

18.4 Wqrker's Compensation. The College maintains workers' compensation insurance as required by Jaw. Each bargaining member is responsible for reporting all accidents to the Director of Human Resources as soon aspossible.

18.5 Jury Duty. When an. employee is called for jury duty, he/she will be excused from work during such duty. The jury fee shall be deducted from the regular salary.

18.6 Holida}'§, The following are the designated official holidays· for the College employees: New Year's eve, New Year's Day, Birthday of Martin Luther King; Jr., Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas Day. When an official holiday falls on a Saturday or Sunday, the following Monday will be considered the holiday, unless otherwise changed by the College.

I8.7 Continuation of Benefits. While a unit member is on professional]eave, the . College will continue to make insurance payments as though the member .were in pay status. However, the unit member must pay any individual payments required to keep coverage in effect to the College, or the bargaining unit member will be dropped from the program.

18.8 All full-time unit members, their husbands or wives or dependent children under the age of 23, are eligible for fuH tuition credit and fees, up to six hours per semester.

XJJ(LEAVE

Section I - Sick Leave

19.1 An employee, who by reason of sickness or bodily injury is incapable of performing his(her regular employment duties, shall be entitled to a paid sick leave, as hereinafter provided. An employee shall be eligible to accumulate sick leave earned at the rate of one day per full month of service.

19.2 Sick leave may be accumulated from year to year up to a maximwn of 48 days. Sick leave \\ ll be paid only as used, and accwnulated sick leave is not paid on resignation or termination of employment.

19.3 In instances of major illness or subject to the -Family Leave provisions in Section II below, up to 24 additional days of sick leave will be granted, as long as the employee provides a written statement from the attending physidan verifying the disability and the need for additional days or time for recuperation.

19.4 A unit member must notify the Department Chairperson, or immediate supervisor for ·non-faculty, and the Chief Academic Officer as so n as is reasonably practicable of the illness or injury and of the projected period of absence. Employees on medical leave must notify their Department Chairperson, or immediate supervisor for non-faculty, and the Chief Academic Officer at least two weeks in advance of their desire to return from leave.

19.5 Ari employee who seeks a sick leave ofmore than one calendar week is required to submit a medical certificate from his/her attending physician advising of the extent of the medical condition and of when the employee may return to work. This. certificate must be presented to the Office of the Chief Academic Officer. Absence of more than onecalendar week

. · with ut an attending physici 's excuse shall be co idered an unexcused absence.

19:6 Aunlt member on sick leaveand in pay status shall ;articipate in anyg neral faculty increase in salary or fringe b nefits which shall be granted to the faculty as a whole.

19.7 Ari employee's failure to return from a medical leave or failure to contact his/her Department Chairperson or the Chief Academic Officer within two working days after the scheduled date of return constitutes a voluntary resignation.

Section II - Maternity and Family Leave

19.8 The College will provide twelve weeks (including workers compensation time and sick leave) of unpaid leave to eligible employees in the following circumstances ("Family Leave"):

(a) The birth of a child;

(b) The adoption or foster care of a child;

(c) · Where a child, spouse, parent or other family member living in the same household has a serious health condition and the employee must care for that person; and

(d) . Where the employee has a serious health condition that makes hini/her unable to perform his/her job.

The employee must begin the leave (and count as part of the leave) any accrued sick, vacation or other paid leave. Following the use of such paid leave, the remaining part of the Family Leave will be unpaid. For purposes of Family Leave, eligible employees are those full time employees who have worked for the College for at least one academic year during the year preceding the start of leave. A person on Family leave will continue to receive insurance benefits as provided under the Family and Medical Leave Act (the "FMLA"). Upon expira(ion of such leave, the employee Mll be re-employed in the same or in an equivalent position. The employee must provide at least 30 days' n.otice of the·leave where the leave is reasonably foreseeable, and in any· event shall provide written documentation of the basis for the leave. To the extent not otherwise provided herein, the provisions of the FMLA shall apply.

19.9 An employee's failure to return from Family Leave or failure to contact his/her Department Chairperson or the Chief Academic Officer within two days after the scheduled date of return constitutes a voluntary resignation.

Section ID - Sabbatical Leave

19.10 The College recognizes that under appropriate circumstances, a sabbatical leave for the purpose of study, research or other educational pursuit (except remunerative employment), can benefit both the faculty member and the College. A faculty member becomes eligible for sabbatical leave upon receiving the rank of Professor, Associate Professor or Assistant Professor, and having completed seven years as a full-time faculty member at the College (either since his/her original appointment, or since the termination of his/her last sabbatical leave). During the sabbatical leave, the College pays the faculty member his/her full salary for one semester or one-half salary for two consecutive semesters.

19.11 A person who has satisfied the conditions of eligibility, pursuant to section 20.10 above, must apply by March 15 for the fall semester and September.! 'for thespring semester to the Chief Academic Officer. This application must include a detailed statement of the objective and plans for the sabbatical. The sabbatical request must receive approval from the Chief Academic Officer and the President.

19.12 The College reserves the right to deny within its discretion a faculty member a sabbatical jeave for documented reasons. In thiscase, the College may grant the faculty person leave of absence without pay and assist the faculty person in obtahring funds from other sources.

19.13. A member to whom a sabbatical leave h been grantedshall agree toret to the College upon the expiration of the leave and to remain in full-time service for at least one full year thereafter. The College agrees to reinstate the individual to the same or similar position'. If a member does not return to the College alter the Sabbatical period, then the College may demand repayment of all salary paid during the sabbatical period.

19.14 A person on sabbatical leave will continue to receive insurance benefits as provided in this Agreement.

19.15 A written report of the professional activities of the faculty member during the sabbatical leave shall be submitted to the Chief Academic Officer not later than the end of the first semester following the return to service at the College.

Section IV - Professional Leave

19.16 Up to one year of leave without pay may be granted to full-time faculty members. after three years of College service for the purpose of exchange teaching, externally funded research, public service employment, graduate study, educational travel, or other activities that will improve ·professional· competence. Upon request, such professional leave may in the College's discretion be renewed for a second year.

19.17 Applications for professional leave require the reco=endation of the Department Chairperson and approval of the Chief Academic Officer and an application shall be filed with the President and Chief Academic Officer not later than March 15 preceding the fall semester, or September 1 preceding the spring semester for which the leave is to co=ence.

19.18 An employee's failure to return from a sabbatical or professional ieave or failure to contact his/her Department Chairperson or the Chief Academic Officer within two days after the scheduled date ofreturn consl!tutes a voluntary resignation, .

*Except as otherwise provided, the following leave policies apply to all bargaining unit members. *AB* used in this article XVill, "employees" or "employee" shall refer to bargaining unit members.

Section V - Other Leave

19.19 Funeral Leave. If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements, without loss of pay, not to exceed five working days during any calendar year. The College may require proof, satisfactory to it, of such death, and employee's attendance at the . funeral, as a condition of payment of funeral leave.

19.2.0 Vacation Leave. Twelve month unit members will be eligible for vacation upon one year's service with the College. Vacation .shall be earned in accordance with the amount of service with the College (calculated from the employee's anniversary date) as follows:

(i) Twelve month unit members with up to five years of service: 10 · days of vacation.

(ii) twelve month unit members with over five years and up to ten years of service: 15 days of vacation.

(iii) Over 10 years of service: 20 days of vacation. It is the policy of the College that vacation must be taken in the year it is earned. All vacation requests will be processed with the Vice President of Academic Affairs in accordance with the College's rules.and regulations.

(iv) · Vacation leave win only be paid when sedandmust be takenin. the year earned, and accumulated sipk leave is not pai6 on forrnination or resignation of employment.

19.21 Personal Leave: All bargaining unit members shall be given three days personal leave annually with a minimum of 15 days notice given to the Division Chairperson and College approved arrangements made for. class coverage, which approval shall not unreasonably be

withheld. There shall be no accrual from year to year of unused personal leave days. Long-term personal leave without pay may be awarded at the discretion of the administration.

19.22 An employee's failure to return from vacation leave or failure to contact his/her Department Chairperson ·or the Chief Academic Officer within three working days after the scheduled date of return constitutes a voluntary resignation.

XX. SALARY

20.1 Each faculty member must turn in a clearance form to the Chief Academic Officer at the end of the regular school year to receive his/her final paycheck. To obtain the clearance form, faculty persons on nine-month contracts.must turn in office keys, roll books, final grades, and other appropriate records or files to the Department Chairpersons.. Faculty members on summer assignments should turn in office keys, final grades, roll books and assigned records or files before receiving their summer assignment compensation.·

20.2 Minimum salaries.will be:

Instructor	$28,000
Asst. Prof.	31,000
Assoc. Prof.	34,000
Professor	38,000

In inipiementinkthose new minimums; effective upon the execution of this Agreement, each Jull-tinie faculty ember will begin earning a $2,0()0 academic year raise. .For the 2000-2001 · academic· year; $1,ooo of this. crease will be.paid to each recipient over the remaining p y periods of the academic year.

20.3 Future merit and range increases will· consider recommendations from a committee composed of five members. The five member committee will be composed of three faculty members designated by the Association and two administrators. Factors to be considered will include but not be limited to:

(a) Credentials related to the discipline.

(b) Number of years of service.

(c) Student and administrative evaluations.

(d) Availability of financial resources, including in particular any additional funds made available through the Lilly Endowment. •

(e) Consideration of salary scales al comparable institutions of higher education to include but not necessarily be limited to Florida Memorial College, Shorter College, Voorhees College, Barber-Scotia College, Wiley College, Paul Quinn College, Lane College, St. Paul's College and Livingstone Colleg·e.

XXI. SEVERABILITY

21.1 If any provision or portion of this Agreement is or beconies illegal under any law or governmental regulation, or if any law or governmental regulation makes. illegal the performance of any provision or portion of this Agreement, then any such provision or portion shall be deemed automatically deleted therefrom, but the remainder of this Agreement shall remain in full force and effect.

XXII. HEADINGS AND GENDER

22.1 AU headings and section captions are for convenience only arid shall not be interpreted cir considered as part oftheAgree nt.

22.2 The use of masculine or feminine gender or title in this Agreement shall be construed as including both genders and shall not be deemed a sex-related limitation.

XXIII. BARGAlNING

23.1 The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any

subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the College and the EWC Chapter, for the life of this Agreement, each voluntarily waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any matter not specifically referred to or covered in the Agreement, even though such matters may not have been within the knowledge or contemplation of either·of the parties at the time they negotiated this Agreement. Nothing herein shall prevent the parties by n;mtual agreement in writing from amending this Agreement during its term, but neither party rnay require the other to bargain over any proposed amendment.

XXIV. NO CONFLICTJNG JNDIVIDUAL AGREEMENTS.

24.1 The college agrees not *tb* enter into any agreements with its faculty, coaches or librarians in the unit; individually or collectively, which in {\IlY way conflict with the terms and provisions of this Agreement.

24.2 Upon reasonable request, the College shall provide to the Association rank and salary information for bargaining uni.t members.

XXV. LAYOFF

,.. · 25.1 When a layoff is to occur as a result ?f adverse financiai circumstances; reallocation of resources; reorganization of ciegree or curriculurn offerings or requirements; · reorganization of academic or administrative.structures, programs, or functions; pr curtailment of · one or more programs or functions; the College shall notify the AAUP no less than thirty days prior to taking such action. The AAUP may request a consultation with the President diirnigllts- period to discuss the layoff.

25.2 Within any given teaching specialty, the selection of equally qualified employees to be laid off will be determined as follows:

(a) No tenured employee shall be laid off if there are nontenured employees in the layoff unit.

(b) No nontenured employee with more than five years of continuous service shall be iaid off if there are such employees with five years or less service.

(c) Where employe equally qualified under (a) or (b), those.employees will be retained who, in the judgment of the College will best contribute to the mission and purposes of the College. In making such judgments,. the College shall consider employees' length of service, and shall take into account other appr actors, including but not limited to perfom1ance evaluations by students, peers, and supervisors, and the employee's- academic training-, professional reputation. teaching effectiveness, research record or quality of the creative activity in which the employee may be engaged, and service to the public and the community.

(d) No tenured employee shall be laid off solely for the purpose of creating a . . vacancy to be fiHed by an adininistrator entering e bargaining t.

Te Colle e shal1 make -- a reaso able effof)Oloc te ppropriat6 alteTI1ate or equ oym,,nt within the College for laid-off employees, and to make known the results of the effort to the persons affected.

25.4 Employees should be informed of layoff as soon as practicable, recognizing that it is desirable, where circumstances permit, to provide at least one year's notice to employees with

three or more years of service, and at least six months' notice to other employees. To the degree possible the College will help employees to relocate.

25.5 (a) For a period of two years following layoff, an employee who has been laid off shall be offered_ re-employment in the same or similar position at which previously employed at the time of layoff should an opportunity for such re-employment arise. It shall be the employee's responsibility to keep the College advised of the employee's current address. Any offer of re-employment must be accepted within fifteen days after the date of the offer. In the event' such offer of re-employment is not· accepted, the employee sliall receive no further consideration pursuant to this article.

(b) An employee who held a tenured appointment at the time of layoff shall resume the tenured appointment upon recall.

(c) The employee shall receive the same credit for years of service as held on the date oflayoff.

XXVI. TERM OF THE AGREEMENT

26.1 This Agreement shall become effective on March 2-I ,200 I. It shall be binding upon both parties and remain in force for three (3) full calendar years from that date. If no new agreement is reachedat the end of three (3) calendar years, this agreement shall remain in effect· until a new agreement is reached..

XXVII. DEFINITIONS

27.1 "Discipline" shall mean action taken by EWC against an employee for violating any term of this agreement. Discipline shall be limited to (1) written or oral warning; (2) formal reprimand placed in employee's file; (3) suspension of not more than one semester, with pay; (4) suspension of not more than one semester without pay; and/or

warning; (2) fonnal reprimand placed in employee's file; (3) suspension of not more than one semester, with pay; (4) suspension of not more than one semester without pay; and/or (5) discharge. The severity of the offense will determine the type of Discipline. Failure of a bargaining unit member to abide by the terms of this Agreement shall be subject to "Discipline."

EDWARDS WATERS COLLEGE

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Date

By: Dr. Jimmy .fl., 1'...k,',u,Sr.

Its President

EDWARD WATERS COLLEGE
CHAPTER OF THE AMERICAN
ASSOCIATION OF UNIVERSITY
PROFESSORS

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Date 7 -ffl(.)f

By:

Its President

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