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1975-77

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Section E

The college teacher is a citizen, a member of a learned profession, and a

PREAMBLE

Section A

This agreement entered into this 21st day of May , 1975 is between the State of Oregon, acting by and through the State Board of Higher Education as defined by ORS 351.010 and ORS 351.070 on behalf of Southern Oregon State College (hereinafter called the "College") and the Association of Professors, Southern Oregon State College (hereinafter called the "Association"), as the exclusive bargaining agent for the faculty members described in Article II.

Section B

The basic functions of instruction, research, community and professional service at Southern Oregon State College are performed by a community of men and women who are members of a profession dedicated to the advancement of learning, instruction, scholarship and service, and it is therefore fitting that they share in the formulation of plans and policies which affect their professional activities.

Section C

The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce, repeatedly or deliberately, matter into his teaching which has no relation to his subject.

Section D

Without imposing any financial burden or other obligation on the College to sponsor or publish, the teacher is entitled to full freedom of research and publication.

Section E

The college teacher is a citizen, a member of a learned profession, and a

professional educator. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline. In the exercise of this freedom of expression, and as a person of learning and a professional educator, he should remember that the public will judge his profession and his institution by his utterances and actions. He should at all times strive to be accurate, should exercise appropriate restraint, show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I. Definitions

Section A.

As used in this Agreement and except as its context may otherwise require:

1. "OSBHE" and "Board" means the Oregon State Board of Higher Education and its agents.
2. "The Association" means the Association of Professors at Southern Oregon State College.
3. "Member" means a public employe who is included in the bargaining unit, as defined in Article II.
4. "College campus" means the Southern Oregon State College campus, located in Ashland, Oregon.
5. "SOSC" means Southern Oregon State College of the Oregon State System of Higher Education.
6. "PERB" means the Public Employes Relations Board of the State of Oregon.
7. "Unit" or "Bargaining Unit" means the employes, collectively, included in the bargaining unit, as defined in Article II.
8. "Department" means an academic department and the Library within Southern Oregon State College of the Oregon State System of Higher Education.

9. "Agreement" means all of the definitions, provisions and terms agreed to by the two parties, as set forth in this contract.

10. "OSSHE" means the Oregon State System of Higher Education.

ARTICLE II. Recognition

Section A.

The Association of Professors, Southern Oregon State College, affiliated with the Oregon and National Education Associations, is recognized and shall serve as exclusive bargaining representative of all employees in the bargaining unit as hereinafter described except those who are or hereafter may be excluded in accordance with the rules of the Public Employes Relations Board or by agreement of both parties.

Section B.

The bargaining unit shall consist of all persons who hold appointments at Southern Oregon State College with the rank of professor, associate professor, assistant professor, or instructor, and whose employment during the nine month academic year is at least .50 full-time equivalent (persons must be at least half-time employes) and who spend at least 75 percent of that employed time in college level teaching and/or research activities (but in all instances including department chairmen). For the purposes of this description, the activities of library personnel holding academic rank are considered to be teaching and/or research. Persons whose positions are contracted solely through the Division of Continuing Education are excluded.

Section C.

Without determining whether the positions fall within the description of Section "B" of this Article, and for the purpose of clarity, the incumbents in the following positions are specifically excluded from the bargaining unit:

1. President
2. Assistant to the President
3. Secretary to the President
4. Dean, Associate Dean and Assistant Dean
5. Director, Associate Director and Assistant Director
6. Division Chairman
7. Business Manager

8. Budget Officer
9. Counselor
10. College Physician
11. Registrar

Section D.

Notwithstanding the provisions of ORS 243 692, in the event a systemwide bargaining unit for faculty is determined to be appropriate by the Legislature or a court, then this Agreement shall not serve as a bar to the inclusion of bargaining unit members covered by this Agreement in such a systemwide unit. Southern Oregon State College unit members shall be eligible to vote in such a systemwide representation election and, should a bargaining agent be selected, shall participate in collective bargaining on a systemwide agreement. Should no such systemwide bargaining agent be selected, the legal status of the Association and this agreement shall not be affected. This Agreement between the College and the Association shall be superseded by a systemwide agreement, should one be reached, upon the effective date of the latter.

ARTICLE III. Association Security

Section A. Dues Deduction

Upon written request, on a form to be provided by the Board, members of the Association may have regular monthly dues deducted from their paychecks. Such deduction will continue until the College has been notified in writing, by the member, that the deduction is to be terminated. The College will, in the month following the deduction, pay to the Treasurer of the Association the total amount so deducted accompanied by a listing identifying the members for whom the deductions are being paid.

Section B. Fair Share

The Association may hold a mail ballot election to determine the acceptability of a Fair Share Agreement by a majority of those in the bargaining unit. The balloting procedure will follow, where applicable, PERB Rule 13.070. The form and content of the ballot will be prepared by the Association and approved by the representative of the College. In the event of an affirmative result, an amount equal to the cost of negotiating and administering the agreement shall be deducted by the College on a pro-rata basis from the pay of each non-member of the Association in the bargaining unit at the end of each pay period

and remitted to the Association. If the parties cannot agree as to the actual cost of negotiating and administering this agreement, the amount of the fair share contribution shall be determined by PERB.

Rights of non-association of employes based on religious tenets or conscience shall be protected. Such employe shall pay the fair share amount to a non-religious charity in accordance with the applicable procedures in ORS 243.666.

Section C. Institutional Information

Upon written request to the Dean of Administration, signed by the President of the Association, or his designee, the College will provide to the Association a copy of official published records, files, studies and other papers which are public records, but excluding working papers and other material exempted by state law or presently exempted by the Administrative Rules of the State Board of Higher Education. Copies will ordinarily be furnished without charge, but the College reserves the right to make charges reasonably calculated to recover its file search and reproduction costs.

The College will also provide to the Association, in advance of meetings of the State Board of Higher Education or its standing committees, agenda which contain any proposed changes to its Administrative Rules.

Section D. Reduction in Duties

Up to six members of the Association negotiating team shall be released from all assignments other than the teaching of the regular instructional load, advising students, and keeping required office hours one month prior to negotiations and during the period of active contract negotiations.

The College agrees to include in its 1975-77 biennial budget proposal a request for a 1.00 annual FTE faculty position at the College's average salary rate which, if funded, will be used to provide released time to Association negotiating team members for the purpose of preparing for and participating in collective bargaining negotiations.

Section E. Association Communications and Use of Facilities

1. The College will designate bulletin board space for the use of the Association in each of the major academic buildings on the SOSC campus for use by the Association in communicating with employes in the unit.

2. The Association shall be allowed the use of the facilities of the College for meetings, through standard scheduling procedures, when such facilities are available and the meetings would not conflict with the business of the college.
3. The Association shall have reasonable access to existing telephone services (excluding use of tie-lines), its intra-campus mail distribution facilities, and its spirit process duplicating and copying facilities. The Association shall reimburse the College for its use of College supplies, services, photocopying, postage and long distance telephone charges at rates customarily charged by the College.
4. The College will make available to the Association an office in a convenient location, furnished and serviced commensurate with those of faculty generally. The Association will reimburse the College for its utilities and janitorial costs currently calculated at \$1.60 per net usable square foot per year.

Section F. Non-Jeopardy

The College and the Association recognize the right of each member of the bargaining unit to join or refrain from joining the Association, and neither the College nor the Association will discriminate against any employee because of his membership or non-membership in the Association.

ARTICLE IV. Management Rights

Except as abridged by this Agreement, the College retains and reserves to itself all rights, powers, duties, authority, and responsibilities conferred on and vested in it by the laws of the State of Oregon and the Administrative Rules of the Oregon State Board of Higher Education.

Without limiting the generality of the foregoing, as used herein the rights of management include (but are not limited to) the right to: administer the College; in consultation with the departments, schedule class hours and establish or modify class schedules; institute procedural changes which are not inconsistent with this agreement; not inconsistent with this agreement, direct the faculty and staff, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee, and determine the physical location of departments, divisions, and activities.

Other rights include (but are not limited to) the right to determine financial policy, including accounting procedures and reports; determine the administrative organization of the College, including determining the necessary number of administrative and supervisory personnel and prescribing their duties and responsibilities; determine the size and characteristics of the faculty; determine the allocation and assignment of work to faculty members, including off-campus assignments which are not inconsistent with this agreement; determine the control and use of college buildings, property, materials, and equipment; and determine health, safety, and property protective measures and procedures.

Additional examples of management rights include (but are not limited to) the right to obtain detailed supporting documentation from those making recommendations to division chairpersons, deans, and the president for appointments, promotions, and awards of indefinite tenure; in consultation with the faculty, develop and implement a system of faculty evaluations, including specific provisions for student participation; determine degree programs, course offerings, and degree requirements; and determine ancillary services to be rendered by the College.

ARTICLE V. Faculty Governance

It is agreed that the Constitution and Bylaws of the Southern Oregon State College faculty shall remain in existence for the duration of this Agreement. Proposed changes in the Constitution and Bylaws shall continue to be subject to the approval or veto of the College President and shall not be subject to further negotiations. However, any alleged misapplication or misinterpretation of the Constitution or its Bylaws or of this Article shall not be made subject to the grievance and arbitration provision as contained in Article XV of this Agreement.

ARTICLE VI. Strikes

The Association, on behalf of its officers, agents, affiliates and members agrees not to participate in or sanction any strike, slowdown, walkout, refusal to report to work, mass absenteeism, or other interruptions of work or picketing during the term of this Agreement. In the event of a violation of this article,

the Association, upon the request of the College, shall immediately use its best effort to effect the return to normal work routine of the involved employees. The College's request of the Association shall not in any way be a limitation of the College's right to any other remedy to which by law or equity it is entitled to for such violation(s), including damage action and disciplinary action such as loss of pay, suspension or discharge.

ARTICLE VII. Departmental Chairpersons: Duties

The duties of the departmental chairperson are generally limited to coordination and implementation of departmental decisions, and responding to administrative direction.

Such duties include but are not limited to:

1. Initiating or responding to requests for departmental recommendations to division chairmen (or other administrative officer designated by the President) on such matters as salary adjustments, appointments of new faculty, promotion, tenure, termination, budget requirements, course scheduling, teaching assignments, etc.
2. Acting as liaison between the department and administrative officers on curricular and other academic matters.
3. Generally acting as coordinator and communicator of departmental activities.

Recognizing that certain duties other than teaching may bring entitlement to released time, the President will, after study and consultation, grant appropriate released time to chairpersons. Such released time shall be in accordance with past practices.

ARTICLE VIII. Professional Development of Faculty Members

Section A. Development Commission

An Institutional Commission shall be established to develop plans for development of faculty members.

The Commission will give consideration in its plans to the use of resources for retraining, sabbaticals, improvements in teaching, and other appropriate means to enhance the effectiveness of the faculty.

The President of the College and the President of the Association will appoint an equal number of members with the size of the commission to be determined by the two presidents. The Commission will be expected to report to their respective presidents by June 15, 1976.

Section B. Travel to Professional Meetings

The College will allocate for 1974-75 at least \$4,000 for travel of members to professional meetings to be expended in accordance with a plan to enhance development of faculty members, which plan is to be developed by the Association and approved by the President of the College.

ARTICLE IX. Academic Tenure

With respect to tenure, members are governed by Sections 41.105 through 41.150 of the Administrative Rules of the Oregon State Board of Higher Education, including amendments or additions thereto as may be adopted from time to time. However, amendments or additions to the Administrative Rules concerning tenure will not apply to members until this particular bargaining agreement expires. Nothing in this article shall be construed as limiting OSBHE in any manner in their adopting amendments or additions to said Administrative Rules.

ARTICLE X. Reductions

Section A. Reduction Procedures

In the event of financial exigency, budget reductions, program reductions or program elimination, the President shall determine the number of positions to be eliminated. The President shall seek advice from a variety of sources and shall tentatively identify the programs or departments where positions are to be eliminated. The President shall notify program directors or departmental chairpersons involved of the impending action, shall furnish a list of factors to be considered in reaching his final decision and shall give program directors and departmental chairpersons a reasonable period of time in which to submit to him statements concerning the impact of the impending action on the program or department. Impact statements submitted shall be made available to other departments upon their request. After considering the impact statements, the President shall make his final decision regarding the number and programs or departments where positions are to be eliminated. The President shall publish

internally his decision, to be accompanied by a brief statement concerning the rationale for the program or departmental selection.

Program directors and departmental chairpersons shall make timely recommendations regarding the members or positions to be terminated or, at the request of the department, the President, after such consultation as he might deem necessary, shall make a timely decision regarding the members or positions to be terminated.

Section B. Terminations and Furloughs

When the member whose position is to be eliminated has been identified, program directors and departmental chairpersons shall make one of the following recommendations in a timely manner:

1. For faculty on yearly tenure,
 - a. the member is to be given timely notice and thereby terminated, except in the case of financial exigency where timely notice is waived, or
 - b. the member is to be given the equivalent of timely notice and placed on furlough status until September 15, 1977, except in the case of financial exigency where timely notice is waived.
2. For faculty on indefinite tenure, the member is to be given the equivalent of timely notice and placed on furlough status until September 15, 1977, except in the case of financial exigency where timely notice is waived.

A member on furlough status shall have all the rights and privileges of a member on official leave without pay, except that the College's obligations to re-employ are specifically limited to the conditions set forth below, other rules, agreements or understandings notwithstanding.

If a position becomes permanently vacant in the program or department from which the member has been furloughed (excluding such temporary vacancies as those created by leaves of absence, sabbaticals, transfers to grant accounts, etc.), a member who is fully qualified to fill the vacant position shall be re-employed at a salary rate not less than that which he was receiving at the time he was furloughed.

Before a member is furloughed, the implications of such status shall be fully explained to the member by the President's designee and the member shall make written acknowledgment of the information and acceptance of furlough status.

Persons on furlough who have not been re-employed as of September 15, 1977 shall be deemed to have been given timely notice and their employment will have been terminated as of June 15, 1977.

Upon recommendation of their departments, furlough status will be given the eight members previously given timely notice of termination effective June 15, 1974 and three members previously given timely notice of termination effective June 15, 1975 unless they have subsequently resigned.

ARTICLE XI. Salaries and Fringe Benefits

Section A.

The College will allocate \$163,500 to salary increases for members for 1974-75.

Section B.

All members who are promoted in rank will receive a 5% increase over their 1973-74 salary rate as a promotion increase, such funds to be provided from those made available in Section A.

Section C.

All members will receive a 4% increase on the first \$15,000 of their 1973-74 salary rate (on first \$18,300 for 12-month staff), such funds to be provided from those made available in Section A.

Section D.

The remaining dollars (\$163,500 less amounts required for promotion and 4% increases) will be awarded to members on the basis of merit as determined by the President. Affirmative Action requirements, if any, will be met from the merit increase fund.

Section E.

For 1975-76, the Board will provide for increases in salaries and increases in employer contributions to fringe benefits a sum equal to 15% of the 1974-75 salary base of members, such base to include the amount added by Section A of this Article. Of the 15% allocated, 3% will be reserved for merit and promotion increases. Each promotion in rank of a member will be accompanied by a promotion increase of 5% of his 1974-75 salary rate. Of the remaining 12%, a sum sufficient (currently estimated at 1.4%) will be allocated for fringe benefits and the remainder to cost-of-living salary increases.

Section F.

For 1976-77, salary increases shall be the same as appropriated by the Legislative Assembly for the other institutions in OSSHE for that fiscal year, with the same merit and promotion reservations as for 1975-76.

ARTICLE XII. Travel Expenses

Section A.

There shall be no College or departmental policies to reimburse members for use of private vehicles on state related business for less than the maximum applicable rate allowed by rules of the Executive Department. Individual members may agree to accept reimbursement at a lesser amount where the travel may also be to a member's benefit.

Section B.

The College agrees to request the Executive Department to increase to 9¢ per mile the rate of reimbursement for use of a private vehicle on state related business when a state car is available.

Section C.

The College agrees to request a change in the statutory maximum for private vehicle reimbursement from 11¢ to 13¢ per mile (ORS 292.250).

Section D.

Failure of the Executive Department or the Legislative Assembly to act favorably on Sections B or C of this article shall not be cause for reopening this article or any other provision of this agreement.

ARTICLE XIII: Off-Campus Assignments

Section A.

In order to stabilize enrollments and staffing levels, the College will use its best efforts to offer off-campus, in-load instruction, to the extent permitted by OSBHE policy. Departments will be given the opportunity to comment upon such offerings.

Section B.

In the absence of volunteers, off-campus, in-load instruction will be assigned on a rotating basis among the faculty qualified to teach the course(s).

Section C.

Members assigned to off-campus, in-load instruction are entitled to the use of State vehicles and/or to reimbursement of travel expenses.

Section D.

Such off-campus assignment on an in-load basis shall be limited to sites within the boundaries of Jackson County, Oregon.

Section E.

Off-campus in-load teaching assignments will be calculated at 133 1/3% of their normal credit for the purpose of measuring teaching load. For example, a 3 credit hour course taught off-campus in-load will count as 4 credit hours for the purpose of measuring teaching load.

Section F.

Only the provisions of Section C of this Article apply to members, who in the ordinary course of their duties, supervise student teachers or students enrolled in practicum.

ARTICLE XIV. Non-Discrimination

There shall be no discrimination on the part of either the College or the Association on account of race, color, sex, national origin, or political or religious belief of any employe. The Association supports the policy of Equal Employment Opportunity and Affirmative Action as expressed in Presidential Executive Order #11246, as amended by Presidential Executive Order #11375. The Association agrees to assist the College in the implementation of its Affirmative Action and Equal Employment Opportunity policies.

ARTICLE XV. Grievance Procedure and Arbitration

Section A. Intent

1. It is the objective of the College and the Association to encourage the fair and equitable resolution of grievances. Upon request, each party to a grievance shall promptly make available to the others all known relevant facts. The orderly processes herein set forth shall be the sole method used for resolution of grievances, as that term is herein defined, except as permitted by law.

2. A grievance may be filed by a member, group of members, or the Association. The Association may represent either a member or a policy grievance at any step of the grievance procedure prior to arbitration. In cases where a member(s) resolves a grievance with OSBHE without being represented by the Association, such resolutions shall not be inconsistent with the terms of this Agreement or OSBHE existing rules or regulations, relating to wages, hours, terms and conditions of employment.

Section B. Definitions

1. A grievance is a claim that there has been a violation, misrepresentation or improper application of the terms of this Agreement or that procedural steps in matters of appointment, reappointment and promotion have not been followed.

The term "grievance" shall not include complaints relating to matters of academic judgment. For the purpose of this Agreement, "academic judgment" shall mean the judgment of academic authorities, including faculty, (1) as to the procedures, criteria, and information to be used in making determinations as to appointment, reappointment, promotion, and tenure and (2) as to whether to recommend or grant appointment, reappointment, promotion and/or tenure to a particular individual on the basis of such procedures, criteria and information. For purposes of the arbitration section of this procedure (Section E), the term "grievance" also shall not include complaints related to discrimination on the basis of religion, race, sex, color, or national origin.

2. A "policy grievance" is a grievance which affects more than one member.

3. "College Calendar Day" as used herein shall mean a day when classes or examinations are scheduled in accordance with the official College calendar.

Section C. Presentation of Grievance

1. Grievance by or on behalf of a member(s):

a. A member may present a grievance in his own behalf or, at his written request, a grievance may be presented in his behalf by the Association, not later than ten (10) college calendar days following the date on which the member had or could have been reasonably expected to have had knowledge of the act, event, or the commencement of the condition which is the basis of the

grievance.

b. In the event that a member presents the grievance on his own, the Association shall be entitled to representation at any hearing.

2. Informal Presentation:

a. A member desiring to present a grievance may seek counsel and assistance from the Association. The member or the Association representative is encouraged to seek an informal resolution of the member's grievance with the appropriate division chairman or equivalent. The Association representative will report to the member on the results of his attempt to resolve the grievance informally within five (5) academic calendar days after the request for assistance has been made by the member.

b. Any settlement, withdrawal or other disposition of a grievance through the informal procedure shall not constitute any precedent in the disposition of similar grievances.

3. Formal Presentation:

a. In the event the resolution through the informal presentation was not made, the member may, within ten (10) academic calendar days of the informal report in 2 (a) above, make a formal presentation of the grievance as hereinafter provided.

b. The formal presentation of a grievance will be in writing and will include at least:

1. A statement outlining the approximate date and nature of the alleged act or omission and the person(s) responsible.

2. The specific provisions of this contract which the member believes to have been breached, misinterpreted or improperly applied, or the right abrogated.

3. The relief sought.

4. If a single or policy grievance, or one presented on behalf of a member, the signature of the member(s) included in the grievance.

Section D. Formal Grievance Steps

Step I. Division

A formal presentation of a grievance by or on behalf of a member may be made to the Chairman (or equivalent) of the Division to which the member belongs. If there is no incumbent Chairman, the Academic Dean will act at

Step I. The grievance will be in writing as provided in 3 (b) above. The chairman will hear the grievance within twenty (20) college calendar days of its presentation and render a decision in writing to the grievant (copy to the Association) within five (5) academic calendar days of the hearing.

Step II. Academic Dean

If the grievant is not satisfied with the decision in Step I, the member or the Association may present the grievance within ten (10) college calendar days thereof to the appropriate Academic Dean. The Academic Dean will hear the grievance within ten (10) college calendar days of its presentation and render a decision in writing (copy to the Association) within five (5) college calendar days of the hearing. If an Academic Dean heard the grievance at Step I, this step may be omitted.

Step III. President

In the event the grievant is not satisfied with the decision at Step II, the member or the Association may present the grievance within ten (10) college calendar days thereof to the President of Southern Oregon State College. The President, or his designee, other than the Academic Dean in Step I or II, will hear the grievance with such witnesses as he deems necessary within twenty (20) college calendar days from his receipt of the appeal and render a decision in writing to the grievant (copy to the Association) within five (5) college calendar days of the hearing.

Step IV. Chancellor

In the event the grievant is not satisfied with the decision at Step III, the grievant or the Association may appeal the decision within ten (10) college calendar days of the decision to the Chancellor of the State Department of Higher Education. The Chancellor, or his designee, other than a SOSC administrator, will hear the grievance with such witnesses as he deems necessary within twenty (20) college calendar days from his receipt of the appeal and render a decision, in writing, to the grievant with a copy to the Association within five (5) college calendar days of the hearing.

Section E. Arbitration

1. If the grievance is not resolved in Step IV above, the grievant, or the Association may, within thirty (30) college calendar days of the receipt of the written response in Step IV, submit the issue to arbitration. Any demand for arbitration shall be in writing, shall specify the issue in detail,

and shall be sent by certified mail to the Chancellor and to the Public Employes Relations Board. The arbitrator shall be chosen pursuant to the Voluntary Arbitration Rules then prevailing of the American Arbitration Association or from a list of five arbitrators obtained from the Oregon Public Employes Relations Board.

2. The arbitration hearing shall be conducted pursuant to the Voluntary Arbitration Rules then prevailing of the American Arbitration Association.

3. The arbitrator's fees and other expenses, including the preparation of a transcript, shall be shared equally by the parties. Expenses of witnesses, if any, shall be borne by the party calling the witness.

4. Authority of the Arbitrator

a. The arbitrator shall neither add to, subtract from, nor modify the terms and provisions of this Agreement. He shall confine his decision solely to the application and/or interpretation of this Agreement and to whether procedural steps in matters of appointment, reappointment and promotion have been followed.

b. In cases involving the exercise of "academic judgment," the arbitrator shall not substitute his judgment for that of the official making such judgment, but shall confine his determination to whether procedural steps have been followed. If the arbitrator determines that procedural steps have not been followed where an exercise of "academic judgment" is involved, the arbitrator shall direct that the matter be reconsidered by the appropriate official in accordance with relevant procedural steps.

5. Time and Place of Hearing - The arbitrator shall hold the hearing within fifteen (15) days of his acceptance of his selection or as soon thereafter as is practicable, and shall issue his decision within thirty (30) college calendar days of the hearing unless additional time is agreed to by the parties.

6. The award of the arbitrator shall be final and binding upon OSBHE, the Association and the grievant(s) involved to the extent permitted by and in accordance with applicable law and this agreement.

Section F. General Provisions as to Grievances

1. At any formal stage in the grievance procedure, the grieving or complaining party may elect in writing to have a hearing.

2. The time limits provided in this Article are intended to ensure timely and considered judgment in the resolution of grievances. Time limits at Steps I, II, III, and IV may be extended by written mutual agreement between the grievant and the applicable administrator. Failure at any step of this procedure to communicate the decision on the grievance or complaint within the time limit, including any extension thereof, shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal to the next step within the time limit, including any extension thereof, shall be deemed to be acceptance of the decision rendered at that step.

3. Association representatives shall be permitted to represent the grievant when requested to do so by the grievant and, in any event, to represent and speak on behalf of the Association's particular point of interest in connection with the grievance. In this regard, it is understood that the grievant has the right to represent himself, and the Association shall not interfere with that right.

4. Neither OSBHE nor its designee(s) nor the Association shall take reprisals against any member for participating in a grievance procedure.

Section G. Released Time

No grievant, witness, or Association representative shall have his salary reduced because of absence from work due to arbitration hearings in which he has legitimate responsibilities.

Section H. Communications

Whenever written grievances, answers, decisions or appeals are required by formal procedures herein outlined, they shall be sent by certified mail to:

- a. The Division Chairman, the Academic Dean, or the President of Southern Oregon State College at his campus address.
 - b. The Chancellor, State Department of Higher Education, P. O. Box 3175 Eugene, Oregon 97403.
 - c. The President of the Association, Southern Oregon State College, P. O. Box 35, Ashland, Oregon 97520
 - d. The grievant(s) at the home addresses on record with the College.
- Personal service, duly receipted, shall be adequate service and may be used in lieu of service by mail.

ARTICLE XVI. Faculty-Administration Relationships

In the future, no non-Member of the bargaining unit will be given rank in an academic discipline, promotion in rank in an academic discipline or tenure in a department without the affirmative written recommendation of the department acting in accordance with established departmental criteria and procedure. Nothing in this section shall be construed to change the current status of present non-members nor shall it prohibit designation of rank or award of indefinite tenure without departmental designations.

ARTICLE XVII. Non-Classroom Duties

In recognition of the importance to the educational process of faculty/student interaction and discussion outside of the classroom, an institutional commission shall be established to develop plans for improving such faculty/student interaction. The commission will give consideration to such topics as: faculty office hours, advising of students, weekend activities, and so forth.

The President of the College and the President of the Association will appoint an equal number of members with the size of the commission to be determined by the two presidents. The commission will be expected to report to their respective presidents by June 15, 1976.

ARTICLE XVIII. Notices and Communication

Customary or required notices or communications, unless otherwise provided herein, shall be sent as follows:

For the Association:

President
Association of Professors
Southern Oregon State College
P. O. Box 35
Ashland, Oregon 97520

For the College:

President
Southern Oregon State College
1250 Siskiyou Boulevard
Ashland, Oregon 97520

and

Chancellor
Oregon State Department of Higher Education
P. O. Box 3175
Eugene, Oregon 97403

ARTICLE XIX. Integration

Section A.

Both parties agree that, during the course of negotiations which resulted in the execution of this agreement, each party had the unlimited opportunity of making proposals, assessing proposals and analyzing positions. The parties further assert that all obligations and benefits contained in the Contract are the result of voluntary agreement.

Section B.

This document contains the full and complete agreement reached on issues considered during negotiations. The College agrees to consult and confer in good faith with the Association prior to any change in terms and conditions of employment not covered in this Agreement which will have a significant impact on members' conditions of work. No amendment or supplement to this Agreement shall be deemed effective unless in writing and signed by the parties to this Agreement.

ARTICLE XX. Term of Contract

This agreement shall be effective from the date of the signatures of the parties herein below until June 30, 1977.

For the Association:

Jerrold Merchant

Jerrold Merchant, Spokesman

Cecile Baril

Cecile Baril

Robin B. Carey

Robin B. Carey

Ian S. B. Couchman

Ian S. B. Couchman

David E. Hoffman

David E. Hoffman

Donald L. Reynolds OEA

Donald L. Reynolds

William G. Cornelius

William G. Cornelius, President AP:SOSC

Allen Hein

Allen Hein, OEA Field Representative

Date: May 19, 1975

For the College:

W. T. Lemman

W. T. Lemman, Spokesman

Robert E. Doherty

Robert E. Doherty

Donald E. Lewis

Donald E. Lewis

E. C. McGill

E. C. McGill

Allen McKenzie

Allen McKenzie

Date May 15, 1975

State of Oregon, acting
by and through the
State Board of Higher Education,
on behalf of Southern Oregon
State College

Freeman Holmer

Freeman Holmer, Vice Chancellor
for Administration

Date: May 21, 1975