This agreement between Temple University and the Temple Chapter of the American Association of University Professors covers the period July 1, 1973 to June 30, 1976. Articles of the agreement cover recognition, definitions, salaries, fringe benefits, workload, tenure procedures, termination of service of faculty, promotions; appointment, promotion, and termination of service librarians and of academic professionals; selection and compensation of department chairpersons, Affirmative Action, discrimination, maintenance of standards, grievance procedures, arbitration procedures, rights of AAUP, deduction of dues, rights of the university, personnel files, no strike/no lockout clause, savings clause, federal wage controls, meet-and-discuss conference, agreement construction, duration of agreement, and new positions for academic professionals. A definition of academic professionals and the administrative salary structure are included in the appendixes. (MJM)
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ARTICLE I
Recognition

The Administration recognizes AAUP, pursuant to the final certification of the Pennsylvania Labor Relations Board of July 5, 1973 in Case Nos. PERA-R-1123-E; PERA-R-1137-E, as the exclusive collective bargaining representative of the employees of Temple University in the unit described below for the purpose of negotiating with respect to wages, hours and other terms and conditions of employment:

All full time faculty, including department chairmen, employed at Temple University, full time professional librarians (including department heads) on the Paley Library budget or in other colleges and schools included in the bargaining unit, non-faculty academic professionals as defined in Appendix A. Excluded from the bargaining unit are members of the faculty, librarians and support professionals at T.U. Rome, the Medical School, Law School, Dental School and Hospital of Temple University and all other non-faculty and professional employees, including teaching associates, and graduate assistants, Computer Activity personnel, and management, supervisors, first-level supervisors and confidential employees as defined in Act 195.

ARTICLE II
Definitions

1. Faculty—All full time employees who hold faculty rank at Temple University excluding all visiting faculty.

2. Librarians—All professional librarians including Department Heads on the Paley Library budget and in other colleges and schools included in the bargaining unit.


4. Temple—The Board of Trustees, President, Provosts, Vice Presidents, Deans, and such other supervisors and managerial personnel as defined in The Public Employee Relations Act 195. It shall not include Department chairpersons or Department heads in Paley Library.
5. **AAUP**—The Temple University Chapter of the American Association of University Professors.

6. **Members of the bargaining unit**—Faculty, librarians and academic professionals represented by the AAUP for purposes of collective bargaining.

7. **Department chairperson**—A faculty member who is the functional head of an academic department.

8. **Dean**—The chief executive officer of each College or School of Temple University.

9. **President**—The President of Temple University of the Commonwealth System of Higher Education.

10. **College or School**—The terms are interchangeable and refer to the Colleges and Schools now included in the AAUP bargaining unit, namely:
    - College of Liberal Arts
    - School of Business Administration
    - College of Education
    - College of Health, Physical Education, Recreation and Dance
    - School of Social Administration
    - College of Allied Health Professions
    - School of Pharmacy
    - Tyler School of Art
    - College of Music
    - School of Communications and Theater
    - College of Engineering Technology

11. **Board of Trustees**—The Board of Trustees of Temple University of the Commonwealth System of Higher Education.

12. **Gender**—The masculine, feminine and neuter gender as used in this Agreement import one another. The singular number shall import the plural whenever applicable.

13. **Visiting Faculty**—A visiting faculty member is one who is either on leave from another institution of higher learning during his stay at Temple or one who during the first year of employment is not being considered for permanent affiliation by Temple.
**ARTICLE III**

**Salaries**

A. **General**

1. All employees covered by this Agreement shall receive a retroactive increase of 6.2% of their 1972-73 salaries dating back to July 1, 1973. Temple will not be required to pay any contributions for 1973-74 to TIAA-CREF or to the Equitable for pension contributions covered by the amount of this increase.

Summer school salaries for 1974 shall be adjusted by the amount of the above increase. This shall also apply wherever percentages of salaries are used.

2. For the year 1974-75 beginning July 1, 1974 the following shall apply:
   a. All salaries of continuing employees shall be increased by 5.5% or $825 per year, whichever is greater.
   b. On January 1, 1975 there will be a further increase at the rate of 2 1/2% per year of the 1973-74 salaries of continuing employees or $375 per year, whichever is greater.

In addition, funds at the rate of 1% per year of the 1973-74 salary base shall be set aside for Merit Increases, as described in this Agreement, effective January 1, 1975.

In addition, funds at the rate of 1% per year of the 1973-74 faculty salary base shall be set aside for inequity increases as, described in this Agreement, effective January 1, 1975.

In addition, funds at the rate of 1% per year of the 1973-74 salary base for academic professionals will be set aside in accordance with Article III, Section B, of this Agreement, to be applied effective January 1, 1975.

An additional increase of 1% of the 1973-74 salary will be made effective January 1, 1975 for continuing librarians in lieu of an inequity increase.

3. For the year 1975-76, beginning July 1, 1975 the following shall apply:
a. All salaries of continuing employees shall be increased by 4% of the 1974-75 salaries. In addition 1% of the 1974-75 salary base shall be set aside for merit increases as described in this Agreement.

b. Beginning January 1, 1976 all salaries of continuing employees shall be increased by 5% of the 1974-75 salaries.

c. Beginning January 1, 1976 Temple will pay one half of the cost of Family coverage under the Blue Cross/Blue Shield Major Medical Plan.

4. Salary Minima: The following minima will apply to all faculty regardless of whether they are on academic or calendar year contracts.

   a. As of July 1, 1973 the following minima will prevail for continuing faculty:
      - Instructor: $8,000
      - Asst. Professor: $10,000
      - Assoc. Professor: $12,500
      - Professor: $15,700

   b. As of July 1, 1974 the following minima will prevail for continuing faculty:
      - Instructor: $10,000
      - Asst. Professor: $11,500
      - Assoc. Professor: $14,100
      - Professor: $17,800

   c. As of July 1, 1975 the following minima will prevail for continuing faculty:
      - Instructor: $10,500
      - Asst. Professor: $12,000
      - Assoc. Professor: $15,000
      - Professor: $18,500

B. Academic Professionals

1. Within sixty days Temple shall issue:

   a. a job description for each Academic Professionals job, and

   b. a salary grade level into which each job shall be slotted based on the Administrative Salary Structure attached as Appendix B.

2. By the same date Temple and the AAUP shall have jointly established a six-member Review Committee (three members to be selected by each party). Any Academic Professionals dissatisfied with Tem-
pie's determinations in (a) or (b) above shall be entitled to appeal to the Review Committee within 20 days after the issuance of Temple's determinations. The Review Committee shall hear all appeals and shall make such written recommendations as it deems appropriate within 20 days to the Vice President for Personnel Resources for final determination. Such determinations shall not be subject to the grievance and arbitration provisions of this Agreement.

A fund at the rate of 1% of the 1973-74 salary base of academic professionals shall be assigned for these adjustments effective January 1, 1975. Any unused monies from this fund shall be divided equally among the academic professionals, as of January 1, 1975.

C. Merit Salary

1. FACULTY

Faculty are evaluated for merit increases by their peers, by their chairperson and by their Dean. Merit increases reflect the contributions that an individual faculty member makes to the teaching, research, and service functions of the University. The process for determining merit increases will be as follows:

Each college, for the 1974-75 year, shall receive, effective January 1, 1973, a merit fund at the rate of 1% per year of the 1973-74 salaries of faculty bargaining unit members in the college; and, each college, for 1975-76 year, shall receive a merit fund of 1 1/2% of the 1974-75 salaries of faculty bargaining unit members in the college.

The Dean will notify each department of the merit funds assigned to it. The chairperson of each department, after consultation with an appropriate committee selected by the faculty of the department, will submit to the Dean recommendations for individual merit salary increases. In the event that the recommendations of the committee differ from those of the chairperson, the committee's recommendations shall also be submitted to the Dean. To aid them in their deliberations, both the chairperson and the committee shall upon request have access to current salaries of eligible faculty members in their departments.
The Dean of the college, in and after consultation with the appropriate college committee (as designated by the college faculty), shall make recommendations to the Academic Vice President, explaining in writing to the Academic Vice President, to the college committee, and to the AAUP significant departures from the department committee’s recommendations.

2. LIBRARIANS
Paley Library for the 1974-75 year shall receive a merit fund effective January 1, 1975 at the rate of 1% per year of the 1973-74 salaries of bargaining unit members in that unit; and Paley Library for the 1975-76 year, shall receive a merit fund of 1\%\% of the 1974-75 salaries of bargaining unit members in that unit.

The Director of Libraries, in and after consultation with the appropriate elected committee of the Academic Assembly, shall make merit recommendations to the Academic Vice President, explaining in writing to the Academic Vice President, the elected committee, and the AAUP significant departures from the elected committee’s recommendations.

3. ACADEMIC PROFESSIONALS
Each Dean or Vice President, whichever pertains, shall, for 1974-75 year, receive a merit fund effective January 1, 1975 at the rate of 1% per year of the 1973-74 salaries of the bargaining unit academic professionals in his area of responsibility; each Dean or Vice President, whichever pertains, shall, for the 1975-76 year receive a merit fund of 1\%\% of the 1974-75 salaries of the bargaining unit academic professionals in his area of responsibility.

Each Dean or Vice President will, in conjunction with his department heads and supervisors, determine the individual merit awards. Notification of the awards will be given to the AAUP (and, upon request, an explanation of a given merit award will be made to the AAUP).

4. The procedures described above shall be the exclusive method of determining merit salary increases.
D. Salary Adjustment for Faculty — Inequities Fund
Within 30 days of the signing of this Agreement, a University Inequity Adjustment Committee shall be formed. It shall consist of a representative from the Office of the President, the Vice President for Academic Affairs (or one person designated by him), one small school Dean and one other Dean (each selected by the Council of Deans), and four members named by the AAUP.

The Committee shall first consider among other things the differences between colleges in average salaries by years of service in each rank to see if they represent inequities. Using its best judgment, the Committee shall then apportion among the various colleges an amount of money equivalent to salary increases at the rate of 1% per year of the 1973-74 salary base of faculty members within the bargaining unit in a manner designed to help correct salary inequities between colleges and within colleges. It shall complete the apportionment between colleges within 60 days after its appointment.

The procedure for distributing these funds to individual faculty members within each college in order to correct individual inequities shall also be determined by the University Inequity Committee. All inequity salary increases so determined shall be effective January 1, 1975.

E. Redressment of Wage Inequities for Women and Minorities (Faculty and Academic Professionals)
In order to identify and correct any existing faculty salary inequities based on sex or race, Temple and AAUP shall each appoint six persons from within the University community to serve on a Salary Review Committee.

The Committee's responsibilities will be three-fold: (1) to develop a comprehensive system for determining any internal inequities affecting women or minority faculty members; (2) to guide and advise departmental faculties, chairpersons and deans in redressing any such inequities; and (3) to hear appeals from persons who are dissatisfied with redressment decisions of departmental faculties, chairpersons and deans.
Within 30 days of the signing of this Agreement, the members of the Salary Review Committee will be named. The Committee shall collect data as it deems appropriate on such matters as teaching, research and service. Appropriate support staff and computer time will be made available to the Committee. It will run a multiple regression on the data for the majority group (white males) in each school, department or group of departments.

Data for a woman or a minority member will be substituted into the appropriate equation and an estimated salary will be computed and compared with the present salary. The difference, if any, between the estimated salary and the present salary will be submitted to departmental faculties, chairpersons, and deans as a basis for investigating whether an inequity exists. The Committee will be available to work closely with departmental faculties, chairpersons, and deans to help determine if redressment awards should then be recommended. The departmental faculties, chairpersons and deans will inform the Salary Review Committee of their respective decisions.

Any person who is dissatisfied with his redressment award (or lack thereof) as decided by the above process may appeal to the Salary Review Committee. In the event the Committee decides that the appeal has merit, it shall consult with the appropriate dean before submitting its final recommendation to the Academic Vice President. The Committee will also send a written statement of its decision to the person involved.

If the Academic Vice President does not agree with the Committee, he shall so inform the woman or minority person and the Committee of his reasons. The decision of the Academic Vice President shall not be subject to the grievance and arbitration provisions of this Agreement.

The Salary Review Committee shall complete its development of the comprehensive system for determining any internal inequities and shall send estimated salary data to departmental faculties, chairpersons and deans by February 15, 1975.
INEQUITY REDRESSMENT FOR ACADEMIC PROFESSIONALS

An academic professional who believes there is a disparity in salary because of race or sex may avail himself of the grievance procedure herein.

F. Miscellaneous

1. MATCHING OFFERS

In the event that the Administration wishes to pay any member of the bargaining unit in terms more favorable than those set forth herein, it may do so provided that it makes a written request with a detailed rationale to the AAUP and the AAUP grants its written approval in regard thereto; except, however, when the departmental faculty, chairperson and Dean wish to retain a faculty member who has a bona fide offer (in writing) from a rival institution, the Dean (with the approval of the departmental faculty and the chairperson) may offer a competitive salary adjustment to attempt to retain the individual without the prior approval of the AAUP. In the event that a salary increase results, Temple shall inform the AAUP in writing within ten days of the decision.

2. SUMMER COMPENSATION

Summer teaching shall be paid at the rate of 3% of the preceding academic year salary for each semester hour taught.

ARTICLE IV

Fringe Benefits

A. Temple will maintain in full force and effect during the term of this Agreement all of the fringe benefits set forth in the Temple University Fringe Benefits Handbook, dated July 1, 1971, as amended to the day immediately preceding the effective date of this Agreement, except as amended within this Agreement.

1. Group Permanent Insurance-Temple will offer to all present policy holders of Group Permanent Insurance an equivalent amount of Group Term Life Insurance at the prevailing payroll deduction based on attained age.
B. Pension Program
Any employee covered by this Agreement who has at least ten years of service at the age of 55 may elect to retire at age 62 or later. The employee must notify Temple in writing that he desires to retire early. Upon delivery of the written request, the employee may elect to accelerate both his contribution and the University's contribution so that at the elected time of retirement there will be additional contributions to his pension fund.

For example, if the election was made at age 55 that the employee wished to retire at age 62, the following alternatives are available:

- At age 55 - 12 years paid in 7; each annual contribution increased to 12/7 of stated rates.
- At age 56 - 11 years paid in 6; each annual contribution increased to 11/6 of stated rates.
- At age 57 - 10 years paid in 5; each annual contribution increased to 10/5 of stated rates.
- At age 58 - 9 years paid in 4; each annual contribution increased to 9/4 of stated rates.
- At age 59 - 8 years paid in 3; each annual contribution increased to 8/3 of stated rates.
- At age 60 - 7 years paid in 2; each annual contribution increased to 7/2 of stated rates.
- At age 61 - 6 years paid in 1; each annual contribution increased to 6/1 of stated rates.

An individual who selects an early retirement date may upon proper notice (at least one year) select another retirement date.

C. Life Insurance
1. All employees covered by this Agreement will be offered $5,000 non-contributory life insurance.
2. All employees will be given the opportunity to purchase up to twice their salary (minus the $5,000 non-contributory insurance) on a contributory basis at the prevailing rates.

D. Sick Leave Policy
Librarians shall be entitled to up to three months sick leave. Academic professionals who are class one employees shall enjoy the same sick leave policy as now enjoyed by the faculty. Other academic professionals will enjoy present sick leave policy as set forth in the Employees' Handbook.

E. Maternity Leave
1. For all bargaining unit members compensation for maternity leave shall be treated the same as for any other temporary disability.
2. Compensation for maternity leave shall not exceed the contractual obligation to the faculty member.
3. Credit for tenure shall accumulate during maternity leave only at the request of the faculty member. Similarly, credit for completion of the probationary period for librarians and academic professionals shall accumulate during maternity leave only at the request of the librarian or academic professional.

F. Leave of Absence
1. If the administration approves a leave of absence without pay for a member of the bargaining unit, the employee shall have the option of continuing his fringe benefits during the leave of absence at his own expense.
2. If the employee is disabled, the University will continue to fund all of their fringe benefits except pension.

G. Staffing on Rotation Basis
During the days preceding and following Christmas and New Year, all offices that do not need to be fully staffed shall operate with a partial staff. Members of the bargaining unit in those offices shall work on an equitable rotation basis to provide minimum staffing needs.
ARTICLE V
Work Load

A. Faculty
1. Faculty teaching work loads shall be reasonable, fair, and consistent with current practices and shall also reflect research activity, creative activity, and service to Temple University performed by the faculty member.

B. Librarians and Academic Professionals
1. The normal work week shall be 35 hours. The working hours of individuals shall be scheduled by each department in accordance with the standards of professional service.
2. For all hours scheduled and worked beyond 35, compensatory time off shall be granted as follows:
   a. Time and a half off for all hours worked between 4:30 p.m. on Friday, or the day preceding a holiday, and 8:30 a.m. Monday or 8:30 a.m. of the next regularly scheduled work day following the holiday.
   b. Straight time off for all other overtime hours.
3. Compensatory time off may be accumulated by the librarian or academic professional up to 70 hours and used at his option, subject to approval of his supervisor, which approval shall not be unreasonably withheld.

ARTICLE VI
Tenure Procedures

A. Tenure practices and policies set forth in the Tenure statement approved by the Board of Trustees of September 1, 1970, shall not be altered during the life of this Agreement without the concurrence of the Board of Trustees and the Faculty Senate.

B. Tenure is an appointment which carries with it a collection of rights enjoyed by the faculty, and as such represents a status unique to institutions of higher learning. The policy of Temple is not to have quotas limiting the number of persons who can advance to the distinguished status of tenured faculty.
C. Only after exhausting the internal appeals and only if the elected Personnel Committee of the Faculty Senate votes in favor of tenure for a faculty member and Temple rejects this recommendation, may an appeal be made. The process shall be that within 2 weeks after notification of the decision of Temple, an aggrieved faculty member must, if at all, notify Temple and the AAUP that he wishes to appeal the Temple decision. Thereafter, within one week Temple and the AAUP shall jointly appoint a six-member committee to review the decision. Each party shall submit a list of six names of members of the Temple community. If the parties are unable to agree upon six of these twelve proposed names to form the committee, they shall each strike three names from the list submitted by the other party, and the remaining six persons named shall form the committee. Within one week thereafter, the committee shall select three additional members from within the Temple Community. By a majority vote the committee may either:

1. Confirm the decision of Temple
2. Reverse the decision of Temple
3. Remand one time for such further consideration as it deems appropriate.

If the case is remanded for such further consideration and as a result the established time limits for a tenure decision are exceeded, it is hereby understood that this will not constitute de facto tenure. The committee shall be empowered to direct when reconsideration must be completed. If the reconsideration decision extends past July 1, and the final decision is against tenure, the faculty member shall then receive an additional one year terminal contract.

If following remanding a committee must again be constituted, the members thereof need not be the same persons as those who served on the committee when the matter was initially remanded.

The decision of the committee shall in all cases be final and binding upon Temple, the AAUP, and the faculty member involved. A tie vote shall be deemed to be a confirmation of the decision of Temple.
ARTICLE VII
Termination of Service of Faculty

A. Termination of service of a tenured faculty member or of an appointment before the end of its specified term may be made only for retirement, adequate cause, or retrenchment (i.e. financial exigency, discontinuation or reduction of a program or a department).

B. Before terminating an appointment because of retrenchment, Temple will make every effort to place the affected faculty members in other suitable positions. The released faculty member's position will not be filled with a replacement within a period of three years, unless the released faculty member has been offered reappointment and at least one month within which to accept or decline.

C. Written notice that employment is to be terminated because of retrenchment shall be given as follows:
1. Not later than March 15 of the first academic year of service if the appointment expires at the end of that year; or if a one year appointment terminates during an academic year, at least three months in advance of its termination.
2. Not later than December 15 of the second or third academic year of service, if the appointment expires at the end of that year.
3. At least twelve months before the expiration of an appointment after 3 or more years of service at the University.
4. For tenured faculty, at least 18 months notice. In each case, Temple shall have the option of substituting equivalent severance salary.

D. Retrenchment of faculty is one of the last and most serious steps an institution of higher learning takes in times of financial crisis. Temple and AAUP agree that, as far as possible, the process of natural attrition shall be used instead of retrenchment. In the remote event of retrenchment, Temple and the AAUP shall meet to discuss the best way to implement reductions. Whenever possible, retrenchment should be consistent with the University's moral and legal commitment to Affirmative Action.
The order of retrenchment within a department or program of instruction shall be:
1. Part-time faculty,
2. Non-tenured faculty,
3. Tenured faculty, provided that the faculty with the least years of service to Temple University shall be released first.

Either Temple or the AAUP may consider an order of retrenchment different from that listed above to take into account such important factors as:
1. The faculty remaining shall have the requisite qualifications to perform the work required
2. Affirmative Action goals
3. Academic excellence
4. Early retirement.

In such event each party shall appoint six persons to a 12-person committee to decide the best method of retrenchment. Each party shall appoint at least half its representatives from the faculty of the program, department or college affected. An order of retrenchment different from that specified above shall require approval of a majority of the members of the full committee. The decision of the committee shall be final and binding.

E. Dismissal for Adequate Cause:
The definitions and procedures in the September 1, 1970 statement approved by the Board of Trustees and stated in pages 13-16, entitled Termination of Service by the University, of the September 1971 Faculty Handbook shall be included as part of this Agreement and shall not be altered as applied to members of the bargaining unit during the term of this Agreement without the concurrence of the AAUP, the Board of Trustees, and the Faculty Senate. These definitions and procedures shall govern the dismissal of a faculty member for adequate cause with the addition that if the Board of Trustees overrules the Hearing Committee's reconsideration decision, the faculty member involved may submit his case within 10 days of notification of the overruling decision to binding arbitration, under the arbitration provisions of this Agreement.
ARTICLE VIII
Promotions

Any applicant for a promotion to a position (except departmental chairperson) or rank within the bargaining unit shall, upon the denial of his application and after the final exhaustion of internal appeals, be entitled to utilize the grievance and arbitration provisions of this Agreement. In any such arbitration the decision of Temple shall be upheld by the arbitrator unless the arbitrator shall find that the decision of Temple appears on its face to be arbitrary or capricious, or that it violates the procedures established herein for promotion or set forth in the 1971 edition of the Faculty Handbook. In either event, the remedy of the arbitrator shall be to remand the decision for reconsideration.

ARTICLE IX
Appointment, Promotion, and Termination of Service of Librarians

A. Terms of Appointment
1. All full-time librarians within the bargaining unit shall be appointed for such terms of office as shall be provided in this statement of policy, subject to the provisions contained herein with respect to the termination of their appointments. The terms and conditions of every appointment shall be stated in writing and shall be in the possession of both Temple and the librarian before the appointment becomes effective.

2. Librarians who desire to be employed on a ten-month (two months leave without pay) basis rather than on a twelve-month basis shall make application in writing for the same to the Director by March 1st of the preceding fiscal year. The Director shall render a decision by April 1st. In the event that the request cannot be granted to all librarians submitting such a request, the Director, in making his determination, shall do so on the basis of the operating needs of the library, and the relative seniority
of the librarians involved. Where there is a conflict and one or more of them has previously been refused in a prior request, then preference shall be granted to such librarian notwithstanding relative seniority.

3. Librarians shall be appointed initially for a term of one year and may be reappointed for two additional terms of one year and two years respectively.
   a. An appropriate committee of the Academic Assembly will advise the library Director on decisions to grant and not to grant reappointment during the first and second years, preceding consideration for reappointments. The Director's decision shall be made at least 90 days prior to expiration of any contract.
   b. A series of terms amounting to four years which shall be considered a probationary period will be followed by:
      (1) a termination of contract, provided at least six months notice of the termination has been given in writing; or
      (2) a one-year terminal contract for the fifth year; or
      (3) a regular appointment. (A librarian initially hired at the P1 rank must be recommended for a P2 rank at the end of four years, or he will receive a terminal contract.)

4. Librarians who have completed less than one year at the time of the signing of the contract shall begin their first one-year appointment at the start of the fiscal year 1974-75. Librarians who have completed one year, but less than two years, at the time of the signing of this contract shall begin their second one-year appointment at the start of the fiscal year 1974-75. Librarians with more than one year, but less than four years of full-time service at Temple University will be considered for re-appointment until the completion of their fourth year of full-time service to the library. Librarians currently employed with four or more years of full-time service to the library will be considered to have successfully completed the probationary period.
B. Standards for Promotion and Completion of the Probationary Period

1. A decision that the probationary period has been successfully completed or a decision to promote shall be based on the judgment that an individual meets the accepted standards of performance for professional librarians in areas which contribute to the educational and research mission of the university such as, but not limited to, reference service, collection development, bibliographic organization and control.

2. Criteria for promotion as established by the Academic Assembly and accepted by the Director shall be used in consideration of promotion and/or reappointment. These criteria may be reviewed from time to time and changed by mutual agreement of the Academic Assembly and the Director. The criteria used in consideration in these areas should include:

   (1) effectiveness of performance as a librarian;
   (2) evidence of continuing professional growth;
   (3) effectiveness of service to the library;
   (4) scholarly performance; and
   (5) years of service in rank.

No other criteria than that determined by the above procedure may be used in evaluating a librarian's performance in determining promotion or reappointment.

3. Librarians with significant experience in the institution from which they come shall be considered for completion of the probationary period within two years of full-time service, and under exceptional circumstances may be granted a regular appointment on employment.

4. Librarians may always be considered for "completion of the probationary period" after shorter periods of service than those specified above.

5. Librarians have the right to professional expression of judgments and views.
C. Procedures

1. Recommendation for consideration for promotion and/or completion of the probationary period may be initiated at the appropriate time by any or all of the following:
   (1) librarian's immediate supervisor,
   (2) the appropriate Committee of the Librarians' Academic Assembly,
   (3) library administration,
   (4) any colleague, and
   (5) the librarian himself.

2. Initial evaluation for promotion shall be through the appropriate Committee of the Academic Assembly of Librarians (which Committee is to be defined by the librarians of the Academic Assembly) and the list of candidates shall be sent to the Director.

3. Prior to the final vote by the Committee it shall consult with the Director on its recommendations. The Committee and the Director will use their best efforts to resolve any differences and to discuss with each other the reasons for promotions or non-promotions.

4. If the Director is not in agreement with the recommendation of the Committee, the Director will inform the individual and the Committee in writing within ten days of his decision. The Committee shall subsequently inform the librarian of the reasons for its recommendations. If the individual and/or the Committee wish to dispute the Director's decision, he must be informed within ten days of receipt of his decision.

5. If there is no change in decision on the part of the Director, it shall be forwarded immediately to the Vice President for Academic Affairs. The decision of the Vice President for Academic Affairs must be given in writing within ten days to the individual, the library Director, the Academic Assembly, and the AAUP. If the matter is not resolved to the librarian's satisfaction it may be submitted to Arbitration in accordance with this Agreement.

6. Librarians who have completed the probationary period shall maintain their status even if they have a temporary physical or mental disability of less
than six months duration that prevents them from carrying out their responsibilities. With the appropriate medical certification the librarian may return to his university responsibility with the status of having completed the probationary period.

7. Time spent on official leave from the university will not be included in the calculations of the various time periods stated above unless the librarian requests in writing to the Director, and the Director approves that such leave time be included in the timing of decisions on completion of the probationary period.

D. Procedures for Periodic Evaluation of Librarians

1. During the initial six months of employment, the immediate supervisor and the librarian shall meet at least once for informal discussions of professional performance and responsibilities involved. At the end of six months a written evaluation shall be made by the supervisor, discussed with the librarian, signed by both, and placed in the librarian’s personnel file. This initialling shall not be deemed to constitute approval by the librarian. The librarian is entitled to attach any written comment or refutation he deems appropriate to the evaluations.

2. Thereafter, annual written evaluations shall be made each January by the immediate supervisor, discussed with the librarian, signed by both and placed in the librarian’s personnel file. The librarian is entitled to attach any written comment or refutation he deems appropriate to the evaluation.

E. Termination of Service by Temple

1. Written notice that a reappointment or initial appointment is not to be renewed will be given to a librarian who has not completed the probationary period as follows: Three months for less than two years of service, six months after two years of service.

2. Termination of service of a librarian who has completed the probationary period or an appointment before the end of its specified term may be made only for retirement, adequate cause, or retrenchment (i.e. financial exigency, discontinuation or a reduction of a program or department).
3. Retrenchment: In every case of retrenchment, the librarian who has completed the probationary period shall be given at least six months notice or equivalent severance salary. Librarians during the probationary period shall be given notice or equivalent salary of not less than one month during the first year of service, and six weeks after completing one year of service, and eight weeks after two years of service. Retrenchment shall be made according to the following order:
   a. part-time librarians,
   b. librarians on probationary appointment according to the inverse date of hire within the library,
   c. librarians who have completed the probationary period by inverse order of date of hire within the library, provided in each case above that the librarians remaining have the requisite qualifications or specialties to perform the work required. An appropriate committee of the Academic Assembly will advise the administration on decisions implicit in the retrenchment process.

F. Dismissal for Adequate Cause
1. Adequate cause.
2. Dismissal of a librarian who has completed the probationary period, or before the end of the specified term of an appointment, will be preceded by:
   a. discussion between the librarian and appropriate administration officers looking toward a mutual settlement;
   b. informal inquiry by the appropriate elected committee of the Assembly of Librarians, which may, failing to effect an adjustment, determine whether in its opinion dismissal proceedings should be undertaken;
   c. a statement of reason framed with reasonable particularity from the Director of Libraries. This statement of reasons must be sent to the librarian and the AAUP. If the matter is not resolved to the satisfaction of the librarian involved, he may use the grievance and arbitration procedure.
G. Recall

1. Following a lay off due to retrenchment, any librarian laid off due to retrenchment shall be recalled in inverse order of lay off provided they have the present ability to perform the work available. Laid off employees shall have recall rights for a period equal to their length of service but in no case to exceed two years.

2. Notice of recall shall be sent to the laid off employee at his last address of record. The librarian will be given two weeks to consider the acceptance of such offer. The librarians thus recalled will make every effort to report as soon as possible thereafter, but in no case may such reporting date be beyond two months.

ARTICLE X
Appointment, Promotion, and Termination of Service of Academic Professionals

A. Terms of Employment

1. Each full-time academic professional shall receive, at the time of employment, a letter setting forth a brief description of the academic professional's duties, his or her salary and any employment conditions particular to the individual academic professional. Thereafter, whenever the academic professional's duties and/or responsibilities change significantly, the academic professional shall receive a new appointment letter as stated above.

2. An academic professional may request a two-month leave of absence without pay. Such leave is subject to the approval of his supervisor.

B. Procedures for Periodic Evaluation of Academic Professionals

1. The probationary period shall be no more than two years. Written evaluation shall be made by the Director or supervisor at regular intervals (at least annually), discussed with the academic professional, signed by both and placed in the academic professional's personnel file. This signing shall not be deemed to constitute approval
by the academic professional. The academic professional is entitled to attach any written comment or refutation he/she deems appropriate to the evaluation.

2. All those academic professionals who shall have been employed at Temple for more than two years as of the signing of this Agreement shall be presumed to have satisfactorily completed the probationary period.

3. Academic professionals shall have the right to the professional expression of judgments and views.

C. Termination of Service by Temple

1. During the probationary period, any academic professional who is terminated, for other than disciplinary reasons necessitating immediate discharge, shall be entitled to written notice or equivalent salary as follows:
   - Two weeks if employed less than six months;
   - Four weeks if employed more than six months but less than one year;
   - Two months if employed more than one year but less than two years.

2. Academic professionals who have completed the probationary period shall, minimally, receive notice of termination (or equivalent salary) as follows:
   - Two months if employed less than two years;
   - Four months if employed at least two years but less than four years;
   - Six months if employed four or more years.

3. Academic professionals who have completed the probationary period shall be terminated only for retirement, adequate cause, or retrenchment (i.e. financial exigency, or discontinuance or reduction of a program or department).

4. Dismissal for adequate cause of an academic professional who has completed the probationary period shall be preceded by (1) discussion between the academic professional and the appropriate administrative officer(s) and (2) a written statement of reasons framed with reasonable particularity and sent to the academic professional and to the AAUP.
5. Retrenchment within a department or program shall be made according to the following order:
   a. Part-time academic professionals.
   b. Academic professionals on probationary appointment.
   c. Academic professionals who have completed the probationary period by inverse date of hire within Temple, provided that, in each case, the academic professionals remaining have the requisite qualifications or specialties to perform the work required.

6. Temple shall make every effort to place retrenched academic professionals in other positions in the University.

7. The position of an academic professional who is laid off because of a retrenchment after the completion of his/her probationary period shall not be filled for a period of one year without first offering the position to the academic professional who was laid off. Upon receipt of such offer in writing, an academic professional shall have one month to decide whether he/she wishes to accept the offer.

8. An academic professional who has completed the probationary period and who is terminated (except for retirement) or laid off shall be entitled to utilize the grievance and arbitration provisions of this Agreement.

ARTICLE XI
Selection and Compensation of Department Chairpersons

A. The AAUP and Temple University recognize that the role of the chairperson differs among academic units across the University and even within departments in any school or college. Accordingly, the AAUP and Temple agree that in the designation of any chairperson the mode of designation of the department's nominee shall be determined by the department, provided that the department shall consult with the
Dean before making a final determination of the procedure and that the last such instance of consultation shall occur no more than thirty days before a nominee is to be designated. Normally, no chairperson shall be nominated or appointed without the approval of a majority of fulltime faculty of the department. Should the Dean find it necessary not to accept the department's nominee, he shall ask for an alternate nominee. Should mutual concurrence not then be arrived at, the Dean may then appoint an acting chairperson but shall account for his action to the appropriate faculty body in his college.

B. Accordingly, the AAUP and Temple agree that the designation of the departmental chairperson shall be the mutual concern and shall require the input of the Dean and the departmental faculty, and that no chairperson shall be designated without departmental faculty and Dean concurrence in the appointment.

C. Chairpersons are appointed for initial terms not to exceed five years. Beyond this, with due consideration to the value of change, they may be reconsidered for an additional term or terms not to exceed five years each.

D. Incumbent chairpersons shall finish their current terms.

E. Department chairpersons or department heads in the Library may receive extra compensation in addition to their salaries for their administrative duties. When they do receive such extra compensation, the AAUP will be notified in writing of the amount and the reasons for the extra compensation.

ARTICLE XII
Affirmative Action

Temple and the AAUP agree to cooperate in the implementation of the Affirmative Action Program.
ARTICLE XIII
No Discrimination

Neither Temple nor the AAUP shall discriminate against or in favor of any employee on account of race, color, creed, marital status, national origin, political belief, political affiliation, sex, age, AAUP membership or non-membership except that the AAUP Bylaws and Constitution requiring membership as a condition of voting and service on committees shall not be considered in violation of the above.

ARTICLE XIV
Maintenance of Standards

This Agreement shall not be interpreted or applied in any manner which will in any way deprive any member of the bargaining unit of his existing contractual salary or contractual fringe benefits, or those fringe benefits set forth in the Temple University Fringe Benefits Handbook, dated July 1, 1971, as amended to the day immediately preceding the effective date of this Agreement (unless this Agreement specifically improves upon a given fringe benefit).

Furthermore the following items contained in the 1971 edition of the Faculty Handbook shall be maintained unless this Agreement specifically alters a given item listed below, namely:

1. Employment for extra compensation
2. Internal compensation
3. Summer research and instruction
4. Overload

The current methodology with respect to the following matters shall not be altered during the term of this Agreement without the approval of both the Faculty Senate and Temple:

1. Grants in aid of research
2. Study leaves
3. Summer research awards

The current practices with respect to University patent policy shall not be altered during the term of this Agreement without the approval of both the Faculty Senate and Temple.
Any change in the definition of the academic year and fiscal year which affects members of the bargaining unit must be preceded by discussion with AAUP.

**ARTICLE XV**

**Grievance Procedure**

A. The AAUP and Temple agree that they will use their best efforts to encourage the informal and prompt settlement of grievances. However, in the event a grievance may arise between Temple and one or more of its employees, or between Temple and the AAUP, involving the interpretation and application of this Agreement which cannot be settled informally, a grievance procedure is described herein below for the orderly resolution of such grievances. The AAUP shall be notified in advance and shall have the right to be present at all steps of the grievance procedure. It shall have the right to represent the grievant at all such steps unless the grievant waives such representation.

**First Step.** A grievance may be presented informally to the Chairperson* for the resolution within twenty days after its occurrence or when the grievance should have been known. In the event a grievance is not informally settled within the twenty day period, it must thereafter be presented formally in writing to the Chairperson within ten days. The Chairperson will discuss and answer the grievance within five days after the grievance has been presented to him.

**Second Step.** In the event the answer in First Step does not resolve the dispute, the matter may then be presented to the Dean* or his designee for resolution and discussion within five more days. A grievance so presented in Step Two shall be answered by Temple in writing within ten days after its presentation.

* Or the counterparts in the Library and among academic and support professionals.
**Third Step.** In the event the answer in Second Step does not resolve the dispute, the grievance may then be presented to the University Provost and Vice President for Academic Affairs or his designee for resolution and discussion within five days. A grievance so presented in Step Three shall be answered by Temple in writing within ten days after its presentation.

B. Failure on the part of Temple to answer a grievance at any step shall not be deemed acquiescence thereto, and the AAUP or the grievant may proceed to the next step.

C. A grievance on behalf of Temple may be presented initially at Step Three by notice in writing addressed to the AAUP at its offices.

D. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, and holidays.

E. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

F. A grievance which affects a substantial number or class of employees may initially be presented at Step Two or Step Three by the AAUP. The grievance shall then be processed in accordance with the grievance procedure.

**ARTICLE XVI**

**Arbitration Procedures**

A. In the event a grievance is not satisfactorily resolved within the preliminary steps of the grievance procedure described in this Agreement, or the Agreement otherwise provides that a matter may be referred to arbitration, and the grievant and/or the AAUP wishes to proceed to arbitration, the parties shall meet within ten days to attempt to select an arbitrator competent in matters peculiar to institutions of higher education and, if appropriate, to a particular discipline. Should the parties be unable to agree on an arbitrator within five days, the grievance may be re-
ferred to the American Arbitration Association for resolution by a single arbitrator in accordance with its Voluntary Rules of Labor Arbitration then in force.

B. The language used in this Agreement shall be binding upon the arbitrator

C. The decision of the arbitrator shall be final and binding

D. The costs of arbitration shall be borne equally by Temple and the AAUP. Such costs shall be limited to the arbitrator's fee and expenses and the charges of the American Arbitration Association. In the event an individual or individuals submit a matter to arbitration without the participation of the AAUP, the individual or individuals shall bear the costs otherwise borne by the AAUP.

ARTICLE XVII
Rights of AAUP

A. The AAUP shall be entitled to the use of meeting rooms and other university facilities upon application to, and approval from, the appropriate Temple authority on the same basis as granted to any group within Temple.

B. The AAUP shall have the right to post its official communications on approved bulletin boards in each Temple building and the AAUP shall have the right to use at no cost the campus mail and mail boxes for the distribution of its official communications.

C. Temple shall make available to the AAUP, upon reasonable notice, information and data concerning the wages, hours, and terms and conditions of employment of members of the bargaining unit.

D. Temple shall reproduce and provide 3,000 copies of this Agreement to the AAUP within 60 days following ratification of the Agreement, the cost of such reproduction shall be borne equally by the parties.

E. The AAUP shall have the right to use the addressograph service at the established standard rate.

F. Temple shall list one AAUP telephone number in the University Telephone Directory.
G. Temple shall allow reasonable time for librarians and academic professionals for the processing of their grievances during normal working hours.

H. Participation in Association Activities:
Since the American Association of University Professors has historically been a professional organization, participation in Association Activities shall be credited as University service in the same manner that other professional service is credited.

ARTICLE XVII, Section A
Deduction of Dues

A. Deduction of Established Dues. Temple, subject to any applicable law, will deduct from the salary of any bargaining unit member who authorizes such deduction, the AAUP's established monthly dues as certified by the AAUP. Any such employee wishing to begin dues deductions shall submit a properly completed authorization card to Temple's Business Office.

B. A facsimile of the authorization card to be used for the deduction shall be as follows:

"To Temple University:

I, the undersigned, a member of the AAUP bargaining unit, authorize Temple to deduct:

AAUP local dues __________
AAUP National dues __________

from my salary and to remit the amounts so deducted to the AAUP.

This authorization shall remain in full force and effect until the same is revoked by me in writing, copies of which revocation have been sent to the AAUP and Temple during the period of October 15—November 1 of any year to become effective the following January 1.

Name __________________________
Dept. __________________________
Social Security No. _______________ Employee No. _______________
Signature ________________________ Date _______________"
C. Within 15 days after the close of any payroll period Temple shall forward to the AAUP (1) the dues deducted in the last payroll period and (2) a list showing the names of bargaining unit members who authorized such deductions and the amounts deducted.

D. The AAUP shall defend, indemnify and save harmless Temple, and its employees, from any and all liability, costs and expenses (including attorney’s fees) arising as a result of the proper deduction of AAUP dues.

ARTICLE XVIII
Rights of Temple

A. All managerial and administrative rights and functions except those which are abridged by this Agreement, are vested exclusively in Temple.

B. The enumeration of certain rights and privileges of faculty members in this contract shall not be construed to deny or diminish the existing rights, privileges, and responsibilities of faculty members to participate directly in the formation and recommendation of educational policy within the University and its schools and colleges, as these rights, privileges, and responsibilities are described under the appropriate constitutions of the various parts of the University. Changes or modifications in University, school or college procedures which affect the rights, privileges, and responsibilities regarding the formation and recommendation of educational policies will be governed by procedures prescribed in the University, school or college constitutions, as approved by Temple.
ARTICLE XIX
Personnel Files

A. Each unit within Temple University shall maintain two personnel files for each employee.

B. There shall be a personnel file which shall include but not be limited to the following.
   1. Personal information.
   2. Information relating to the employee's academic and professional accomplishment submitted by the employee or placed in the file by his request.
   3. Records generated by the college.
   4. Memoranda of discussions between the employee and his department chairperson or supervisor relating to evaluations of the employee's professional performance.
   5. An accurate summary of evaluation reports of the employee's academic and professional performance, as contained in the Administration file.

No materials shall be placed in the employee's personal file until the employee has been given the opportunity to read the contents and attach any comments he may so desire. Each such document shall be initialed by the employee before being placed in his file as evidence of his having read such document. This initialing shall not be deemed to constitute approval by the employee of the contents of such document. If the employee refuses to initial any document after having been given an opportunity to read the same, a statement to that effect shall be affixed to the document.

The personal file shall be available for examination by the employee at his request.

C. There shall be a separate administration file which shall contain:
   1. All materials requested by the unit of Temple University or supplied by the employee in connection with the employee's original employment.
   2. All observation reports of the employee's academic and professional performance.

The administration file shall only be available to the committees and individuals responsible for the review and recommendation of the employee with respect to appointment, reappointment, tenure and promotion. Such committees and individuals shall have access to all summaries given to the employees.
ARTICLE XX
No Strike/No Lockout

A. Neither the AAUP, nor any member of the bargaining unit, shall, during the term of this Agreement, instigate, engage in, support, encourage, or condone any strike, work stoppage, or other concerted refusal to perform work.

B. In the event that any member(s) of the bargaining unit engage in any activities prohibited above, the President (or in his absence another officer) of the AAUP shall, upon request by Temple, immediately notify the involved member(s) of the inappropriate and unsanctioned nature of the activity and shall instruct them to cease the activity and to resume their regular duties. Upon request, the AAUP shall also notify Temple in writing that such activities by members have not been called or sanctioned by the AAUP. Temple reserves the right to take appropriate action (subject to the provisions of this Agreement) where activities in violation of this Article by the AAUP and/or members result in interference with any operation of the University.

C. Temple shall not lock out any members of the bargaining unit during the terms of this Agreement.

ARTICLE XXI
Savings Clause

A. It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the Commonwealth of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

B. If, at anytime thereafter, a provision once declared invalid shall be valid, then the provision as originally embodied in this Agreement shall be restored in full force and effect.
ARTICLE XXII
Federal Wage Controls

If the Federal Government institutes wage controls in any form and any portion of this collective bargaining agreement is deferred or cut back, the parties may meet to consider a reallocation of the monetary equivalent of the disapproved wages or benefits in a manner that would result in government approval.

ARTICLE XXIII
Meet and Discuss Conference

Representatives of Temple and representatives of the AAUP shall confer at least once each semester to consider problems concerning this agreement and other matters of mutual concern. The parties shall agree upon a date for such conference which shall be mutually convenient and each party shall, within at least ten days of such date, submit to the other party a list of topics to be included on the agenda of the conference.

ARTICLE XXIV
Agreement Construction

The Article or paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

ARTICLE XXV
Duration of Agreement

This Agreement shall be effective July 1, 1973 and shall continue in full force and effect up to and including June 30, 1976. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the party to comply with the collective bargaining timetable as set forth in Article VIII of the Public Relations Act.
ARTICLE XXVI
New Positions
Academic Professionals

Should a new Academic Professional position be created during the term of this Agreement, the University shall develop and implement a proper rate for each such position and report it to the AAUP.

When a salary for a new position is installed, the AAUP may, at any time, but within a reasonable period which may not exceed 30 days, file a grievance alleging that such new rate does not bear a fair relationship to other positions in the University.
APPENDIX A
Academic Professional

An Academic Professional is a full-time employee of the University who is:

1. a counselor or academic advisor at the College of Liberal Arts; or the Counseling Center; or Career Services, Temple Opportunity Program, Special Recruitment and Admissions Program; or

2. a supervisor of practice teaching at the College of Education; or

3. a support professional in the intern teaching program for college graduates who is not a member of the faculty; or

4. any other support professional who is necessary or adjunct to the teaching of students or research functions of the University, including all those positions and individuals which were previously agreed upon.

An Academic Professional is not a full-time member of the faculty, a full-time librarian, a temporary employee, an employee of the University assigned to the campus at Rome, Italy, the Schools of Law, Medicine, or Dentistry, or the Temple University Hospital or Computer Activity, or any other employee of the University who is not a member of the faculty or a professional employee coming within the foregoing definition, and any employee of the University who is a member of management or is a supervisor, first-level supervisor or a confidential employee within the meaning of Act 195.

A support professional is an employee of the University whose work is necessary or adjunct to the teaching of students or to research functions of the University which work shall:

A. 1. be predominantly intellectual and varied in character;

2. require consistent exercise of discretion and judgment;

3. require knowledge of an advanced nature in the field of science or learning customarily acquired by specialized study in an institution of higher learning or its equivalent;
4. be of such character that the output or result accomplished cannot be standardized in relation to a given period of time; or

B. be original and creative in character in a recognized field of artistic endeavor and the result of which depends primarily on the invention, imagination, or talent of the employee.

APPENDIX B
Administrative Salary Structure

EFFECTIVE 7/1/73

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TEMPLE UNIVERSITY

Marvin Wachman, President

Walter H. Powell, Chief Negotiator

Allen Harberg

George H. Luganir

George H. Ingram, Jr.

George A. Johnson

Paul Zanowisk

TEMPLE UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

LEROY W. BECK, President AAUP
Chief Negotiator

Richard Kirschner, Attorney, Temple Chapter, AAUP

Henri Amar, Immediate Past President

Elaine C. Clever, Treasurer

Arthur Frank

Robert Salomon

James Stasheff

Keith Stoyte

Samuel Wilson