

COLLECTIVE BARGAINING AGREEMENT

Between

**WESTERN OREGON UNIVERSITY
FEDERATION OF TEACHERS**

**Local 2278,
AFT-OREGON, AFL-CIO**

And

WESTERN OREGON UNIVERSITY

July 1, 2017 through June 30, 2020

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PREAMBLE

This Collective Bargaining Agreement, entered into as of XXXXXXXX, is between the State of Oregon, acting by and through the Western Oregon University Board of Trustees and the American Federation of Teachers, Western Oregon University, Local 2278 (Union).

ARTICLE 1: RECOGNITION

Pursuant to the certification of the Employment Relations Board (ERB) dated October 5, 1977, the University recognizes the Union as the exclusive representative of all faculty employees described in the certification solely for the purpose of collective bargaining with respect to salaries and other terms and conditions of employment.

Members of the bargaining unit are employees of WOU who hold academic rank (Professor, Associate Professor, Assistant Professor, Non-tenure track Assistant Professor, Instructor, and Lecturer) and who are regularly employed at .50 FTE or more for the purpose of collective bargaining with respect to salaries and other terms and conditions of employment. Excluded are all positions properly excluded by law as supervisory or confidential.

Nothing in this Agreement shall be construed to prohibit the University or its representatives from meeting with any individual or organization to hear views on any matters; provided, however, that as to any matter which is a mandatory subject of collective bargaining or covered by a term of this Agreement, any changes or modification shall be made only through negotiation and agreement with the Union.

ARTICLE 2: DEFINITIONS

As used in this Agreement, except where the context plainly requires a different meaning or where a different meaning is stated:

Section 1. "Agreement" means all the definitions, terms, and provisions set forth in this contract consisting of 29 articles, excluding titles of articles, headings, and preamble, which are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning of any provision of this contract. A Memorandum of Understanding (MOU) is a non-contractual understanding between the University and the Union.

Section 2. "Board" means the Western Oregon University Board of Trustees.

Section 3. "Board Rules" means the Administrative Rules of the Western Oregon University Board of Trustees (also abbreviated "AR").

Section 4. "University" means Western Oregon University (WOU).

Section 5. "Days" means University academic workdays.

Section 6. "Division" is used to refer to academic and administrative units within the University. When utilized in an administrative sense, "department" refers to units such as Library and Media Services, the Office of the Registrar, and Student Services. Library and Media Services functions as an administrative department providing direct support for all aspects of the academic program. When utilized in an academic sense, "division" will refer to an academic unit which has been designated as being sufficiently large in terms of number of faculty assigned or sufficiently distinct in terms of academic mission to merit the assignment of a Chair such as Natural Science and Mathematics, Creative Arts, Business and Economics and Teacher Education. Because Library and Media Services staff are faculty members included in the bargaining unit, for the purposes of this contract Division will also refer to Library and Media Services. The term "department" or "program" when used in an academic sense will refer to an academic unit within a Division such as the Department of Art within the Division of Creative Arts or the Community Health Education program within the Division of Health and Exercise Science. Faculty members of academic units may designate a faculty member or members as a program coordinator/department head whose responsibilities may include representing the program or department at meetings at the Division, College or University level, preparing class schedules for upcoming academic terms, and other tasks related to representation of the program or department at the Division, College or University level.

Section 7. As used in this Agreement, the masculine purports the feminine, and the feminine the masculine.

Section 8. "Division Chair" means the Chair or Director of a Division as defined in Section 6 above.

Section 9. "ERB" means the Employment Relations Board of the State of Oregon.

Section 10. "Member" means an employee who is a member of the bargaining unit as defined in Article 1 (Recognition).

Section 11. "President" means the President of Western Oregon University.

Section 12. "Union" means the American Federation of Teachers, Western Oregon University, Local 2278.

Section 13. "Unit" or "Bargaining Unit" means the bargaining unit as defined in Article 1 (Recognition).

Section. 14. The singular purports the plural and the plural the singular as the context may require.

Section 15. "Program" means the officially recognized sequence/collection of courses required to complete an approved degree or set of certification/licensure requirements offered by WOU.

Section 16. "Academic judgment" shall mean the judgment of faculty and administration concerning appointment, reappointment, promotion, tenure status and merit salary increases of members, and matters of curricula and educational policy.

Section 17. "Collegiality" means the sharing of authority and responsibility among colleagues. A member exhibits a lack of collegiality when his/her actions are of such a disruptive nature as to hinder members of his/her division or department from fulfilling their professional responsibilities or that hinders the division or department from performing its academic mission.

Section 18. "Irreparable harm" includes, but is not limited to, any of the following actual or reasonably foreseeable results of acts or conduct by the member:

- A. detrimental effect on the University's reputation, public trust or confidence, or delivery or provision of services;
- B. adverse impact on the member's ability to educate students or perform duties effectively; or
- C. refusal, reluctance, or inability of other members or other employees or students to work or interact at the University with the member.

Section 19. "Program coordinator" or "department head" means the faculty member who fulfills the responsibilities described in Section 6 above.

ARTICLE 3: UNION RIGHTS AND RESPONSIBILITIES

Section 1. Strikes. The Union, on its own behalf and on behalf of its officers, agents, members and members of the bargaining unit, agrees during the term of this Agreement not to participate or engage in, cause, or assist any strike or picketing concerning a labor dispute under this Agreement or ORS 243.650 et seq. For the purposes of this Article, a strike includes any stoppage or interruption of work, slow down of any kind, or other interference with the operations of the University, whether done in concert or singly. Any member of the bargaining unit who violates any provision of this section shall be subject to disciplinary action including loss of pay, suspension, and discharge. In the event of a violation of this Article, the Union upon request of the University shall immediately use its best efforts to affect the return to normal work routine of the members involved. Nothing contained in this Article shall be construed to be a limitation of any right of the University to any other remedies, legal or equitable, to which the University may be otherwise entitled.

For the duration of the Agreement, the University agrees not to lock out members of the bargaining unit.

Section 2. Released Time. Up to six members of the Union negotiating team may be released from unscheduled (as distinguished from scheduled) duties one month prior to negotiations and during the period of active contract negotiations. The Union negotiating team will be released from all committee assignments during the academic year. The Team Chairperson will be released from teaching one course or equivalent duties.

Requests for released time to process grievance matters shall not be unreasonably denied.

The President of the Union shall be excused from unscheduled duties or equitable time if the President is a non-teaching employee. The University agrees to release the Union grievance

officer from administrative and committee responsibilities.

Section 3. Facilities and Services. The Union is permitted use of the University mail and email services for notifying members of Union meetings and for communicating with members on official business matters of the Union.

The Union is permitted access to electronic services (excluding use of off-campus lines), and to other facilities and services of the University such as fax, duplicating, audio-visual and meeting rooms provided such use does not interfere with the regular operations of the University. The Union will pay the University the customary charges for the use of facilities and services, if any. Differences in facility value and service and rental rates will be made known.

The University will provide an office for the Union, furnished with desks, chairs, bookcases and services commensurate with those of faculty generally. The Union will pay the University monthly in advance at the standard rate for such space as calculated on July 1 of each year.

Section 4. Dues Deduction. Members of the Union may have regular monthly dues deducted from their paycheck. Authorization to deduct dues shall remain valid until written notice is given to the

University by the Union to cancel or change the authorization. The Union will notify the employer at least sixty (60) days in advance of the effective date of any changes in the amount of dues and fees to be deducted under the provisions of this article.

The University will, in the month following the deduction, send payment to the designated Union treasurer the total amount so deducted accompanied by a listing identifying the members for whom the deductions are being paid.

Section 5. Access to Information. The University will routinely furnish the Union in a timely manner a copy of the University's annual operating budget, its biennial budget requests and other data pertinent to the Union's duty to represent its members. A copy of information furnished the Union under this section will also be posted at the Budget Office web site for reference by faculty and placed in the library. The University shall also provide the Union with a complete list of WOU employees whose type of work is covered by the terms of this Agreement within forty-five (45) calendar days of the first day of the term, including summer. This list shall identify name, address, FTE assignment and bargaining unit status.

Section 6. Bulletin Boards. The University shall designate reasonable space on existing bulletin boards in each division for the use of the Union for posting notices and information related to Union activities. University personnel shall not be responsible for and shall refrain from posting or removing such notices from designated space.

Section 7. Indemnification. The Union shall indemnify and hold the University harmless from all actions taken by the University in compliance with Sections 4 and 5 of this Article.

Section 8. Fair Share Fee Deduction. In recognition of the certification of "fair share" in an election held for that purpose, bargaining unit employees who are not members of the

Federation shall be required to pay a fee in lieu of dues. The University shall deduct this fee from the check of all employees in the bargaining unit who are not members of the Federation. The fair share fee shall be transmitted to the Federation in the same manner as are the payroll deducted dues for Federation members.

Exceptions. An employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which historically has held conscientious objections to joining or financially supporting a labor organization, may meet this obligation by paying the equivalent of the fees to one of the organizations on the approved list maintained by WOUFT.

ARTICLE 4: CONSULTATION

Section 1. To facilitate communication between the parties a Joint Labor Management Committee shall be established by mutual agreement of the Union and the University. The Committee shall be composed of the WOUFT Executive Council and three (3) members of University Administration. The Committee shall meet at least once per month during the academic year, and a jointly prepared written agenda will be developed in advance of any meetings.

Section 2. The Joint Labor Management Committee may, upon agreement of the parties, create and assign tasks to sub-committees comprised equally of labor and management representatives.

Section 3. Separate from the meetings of the Committee, Officers of the Union and the President of the University or a designee agree to meet at the request of either party to discuss matters pertinent to the implementation or administration of this Agreement. The parties shall meet within ten (10) days of receipt of a written request received at the Provost's office or by the WOUFT President, respectively, for a meeting. The request shall contain an agenda of items to be discussed.

Section 4. The parties understand and agree that meetings held as provided in Sections 1 and 3 of this Article shall not contravene any provision of the Collective Bargaining Agreement nor constitute or be used for the purpose of contractual negotiations. Neither shall such meetings be used in lieu of the grievance procedure provided for in Article 13 (Grievances).

ARTICLE 5: RIGHTS OF MEMBERS

Section 1. Nondiscrimination and Affirmative Action. It is the policy of the University and the Union not to engage in discrimination against any employee because of race, creed, color, marital status, religion, sex, national origin, age, sexual orientation, gender identity or expression, disability, or any other characteristic protected by law, including but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act. The Age Discrimination in Employment Act, 42 USC Section 1981, Family and Medical

Leave Act. ORS Chapter 659A, or any other similar laws, rules or regulations.

Section 2. Office Facilities. The University will endeavor to provide each member with an adequately furnished private office and will endeavor to provide a conference room in each major building.

Section 3. Safe Conditions. The University will investigate promptly those conditions reported by members as possible violations of safety or health rules and regulations, and conditions believed to be an unreasonable hazard to persons or property. A member will not be required to work under a hazardous condition which will endanger the member.

Section 4. Use of University Facilities. Members may use the office assigned to them in connection with such professionally-related activities as preparation of professional manuscripts and materials, scholarly endeavors, approved consultancies, and service to professional associations, schools, or other groups or agencies for whom such service is appropriate. Upon request, faculty may use laboratories and studios for non-sponsored research and other scholarly activity. Upon request, faculty may use meeting rooms and other physical facilities for professionally-related groups subject to availability and prevailing policies of the University governing use of facilities.

The facilities of the TRC, Print Shop, computer labs and the use of University equipment are available to the faculty in connection with professional writing, research, or approved service projects subject to availability and to reimbursement at prevailing rates charged by the University.

Section 5. Individual Appointments. The University will not offer an individual member an appointment with terms that violate this Agreement.

Section 6. Faculty Rank. Except for persons holding the positions of President of the University, Provost, Vice Presidents, Deans, or Chair of an academic division or those who have earned academic rank, the University shall not grant academic rank to any person who is not a member of the bargaining unit. Individuals not members of the bargaining unit and currently holding academic rank shall retain such rank if they move to another position within the University that is not an academic position.

ARTICLE 6: APPOINTMENTS

Section 1. Availability of positions in the bargaining unit will be announced in appropriate University publications. Position announcements will be provided to the Union President or designee, upon request.

Section 2. A prospective faculty member will be sent an offer letter of employment that will include information about the type of appointment, salary, tenure and promotion eligibility. The employee will be referred to the copy of this Agreement on the WOU web site.

ARTICLE 7: ASSIGNMENT OF DUTIES

Section 1. As provided in Article 10 (Responsibilities of Members & Disciplinary Procedures), faculty members shall be available for assignment of professional duties for the entire period of their appointment. Professional duties are recognized to include teaching, scholarship and service.

The University recognizes that it shares with its faculty the responsibility for appropriate accounting of time and effort, as well as, for the development and improvement of faculty performance. Accordingly, the University and faculty agree that Sections 2 through 7 below describe aspects of a faculty member's professional responsibilities and performance in these areas that shall be taken into account in all personnel actions.

Section 2. The University retains the right to assign faculty work load based on the needs of the student and the goals of the Department, Division, College and University. Professional duties shall be assigned by the Division Chair or appropriate administrative officers in accordance with the needs of the division and the strengths of the faculty member. The University will endeavor to ensure that assignments are made only after consultation with the faculty member.

Section 3. Because of the varied nature of the work and interests of the faculty members, no attempt is made to assign a number of working hours to the duties of scholarship and service.

Section 4. Tenured/Tenure Track Faculty Workload. The University recognizes the importance of teaching/librarianship, scholarship and service to the success of the institution. Each division will attempt to maintain a fair and equitable distribution of faculty workload.

A. Instruction:

1. **Teaching Load:** Full teaching assignments shall normally include 12 course credit hours of scheduled teaching per academic quarter. A reassignment of duty, for the equivalent of 3 or 4 credit course, shall be provided during one term of the first academic year to all newly hired tenure track faculty to further their teaching, scholarship and service and to encourage faculty retention. Wherever possible the University will endeavor to arrange teaching schedules that avoid excessive numbers of preparations and recognize evening and/or off-campus assignments. Class sizes will be established and monitored by the appropriate academic dean in consultation with division chairs and affected faculty each term.

The following equivalencies will be used in determining teaching assignments:

- a. For laboratory hours in the Division of Natural Sciences and Mathematics for non-tenure track or tenured/tenure track faculty:
 - Each lab hour will count the same as each hour of assigned classroom instruction.
- b. For the supervision of student teachers by tenured/tenure track faculty in the Division of Teacher Education: .056 FTE/student (1:18).

2. Reductions in Teaching Load:

- a. **Graduate Courses:** Tenure track faculty assigned to teach two or

more courses totaling six credit hours or more of 600 courses (excluding graduate thesis credit) in an academic term (excluding summer 600) will be assigned a maximum teaching load of 9 credit hours for the terms(s) in which six or more credit hours of 600 courses are taught.

- b. **Scholarship:** The University also recognizes the need to support faculty scholarship activities and may substitute scholarship duties for a portion of a full-time annual or full-time quarterly faculty teaching assignment. Such scholarship substitutions will be made by the University to individual faculty assignments for the purposes of strengthening selected academic programs or Faculty Development. This substitution shall be granted to individuals only. Annually, the University shall offer 18 separate reassignments of duty (each the equivalent of a 3-4 unit course) for engagement in scholarship, only. Faculty will apply to the Faculty Development Committee detailing the scholarly activity and expected progress to arise from the requested reassignment time. Faculty will also provide copies of their applications to the chair of their academic division and the dean of their college. A report on the outcome(s) of work performed during the release is to be submitted within three months of the affected term of release, copies of which will be available to the faculty development committee, Dean, and Provost's office. No future awards will be given in this category until the report is submitted. No departments shall be granted a department wide reduction in load. Division chairs will assign appropriate teaching and scholarship activity assignments when they submit the Schedule of Classes to the College Dean for approval.
- c. **Union Executive Council:** The President of WOUFT shall, at the union's discretion, receive up to 9 credits of reassignment of duties per year to be taken during the Fall, Winter, or Spring terms, in consultation with the appropriate division chair and dean. Release from more than a single course for Presidential duties shall not be taken in any single academic term. The Treasurer of WOUFT shall, at the union's discretion, receive up to one reassignment of duty (the equivalent of a 3-4 unit course) per year to be taken during the Fall term. WOUFT shall reimburse the university for the actual salary and incremental OPE for replacement faculty to teach any course from which WOUFT officers are released.
- d. **Technologically Innovative Course or Curriculum Preparation:** The Faculty Development Committee will recommend up to five course reassignments each academic year to faculty members for the purpose of creating or revising one or more technologically innovative courses or developing new curricular pathways or programs. These course reassignments cannot be used for any other purposes and are considered to be exclusive from the eighteen course reassignments for scholarship provided for above in subsection b. Final awarding of reassignments, from among the requests recommended by the Faculty Development

Committee, will be determined by the Provost. Nothing in this section shall preclude the Provost from granting course reassignments for technologically innovative course or curriculum preparation outside of the process described above.

- e. Faculty members designated as a program coordinator or department head may receive annual course reassignment appropriate to the workload of the position.

3. Overload:

- a. The University recognizes that to meet its obligations to students, it may sometimes request faculty members to teach a course load in excess of the 36 credit hour teaching load. However, to assure that these teaching overloads do not impinge upon or serve as a detriment to the regular duties of the faculty members, teaching overloads will be of a non-recurring nature and generally will not exceed the equivalent of one (1) four (4) credit course per academic year. Prior approval for overload teaching must be granted by both the Division Chair and the College Dean.
- b. Faculty members who have been given assigned time for administrative activities may not receive overload for teaching without prior approval by the College Dean and Provost.

4. Off Campus Instruction:

Faculty teaching in-load courses in any off-campus program requiring three or more hours of round trip driving time will teach 9 course credit hours during the quarter in which the off-campus in-load course is taught. The faculty member will also be reimbursed for food and lodging at the prevailing travel per diem rates, as applicable, but not less than those rates in effect at the time of agreement.

5. Student Consultation Hours:

Full-time teaching faculty shall establish and maintain a minimum of five (5) scheduled student consultation hours per week, which must include at least one (1) hour of on-campus student consultation. Those members with less than full-time appointments shall establish minimum consultation hours in ratio to their part-time appointment. Those faculty members with reassignments of duty shall establish minimum consultation hours in ratio to the number of credits they teach during the term in which the reassignment of duty is taken to the number of credits in a full-time teaching load.

Before the end of the first week of classes of each term, the faculty member shall provide the division administrative assistant a schedule of their consultation hours and copies of all course syllabi for inclusion in the division and college files. The current office schedule is to be posted outside the faculty member's office for student viewing.

6. Academic Advising:

Recognizing the importance of student advising and its place among the principal responsibilities of all faculty members, the Chair of each Division will assign advisees on an equitable basis to all tenured and tenure-track members of the division and to non-tenure track members as specified in their individual contracts.

7. Individually Designed Courses:

The University recognizes the value of individually designed courses including Independent Study, Specialized Individual Study, Thesis, Capstones, Senior Projects, Professional Projects, and Directed Studies taught by arrangement.

Individually designed courses are subject to approval by the Division Chair and College Dean.

Student credit hours generated from individually designed courses taught outside the tenured or tenure-track faculty member's regular teaching load during any academic term are eligible for credit banking for end of academic year compensation adjustment subject to the following conditions*:

- A. To be eligible for credit banking, faculty must have taught an annual average of 36 credits over the course of the current academic year and previous academic year or taught the required hours due to a dean approved reassignment over the same period. Faculty teaching a graduate teaching load and LMS faculty are also eligible.
- B. In the event that a faculty member has not taught an annual average of 36 credits over the course of the current academic year and previous academic year, the faculty member's credit load in each of those years will be considered individually by academic year. In those academic years where the faculty member taught 36 credits over the course of a single academic year or meet the required hours due to a dean approved reassignment, that faculty member will be eligible for credit banking under this section. In those academic years where the faculty member did not teach 36 credits over the course of the single academic year or meet the required hours due to a dean approved reassignment, that faculty member will not be eligible for credit banking under this section.
- C. For eligible faculty, credits and compensation will be defined as follows:
 1. Individually-designed courses that are eligible for compensation adjustment must be pre-authorized for such eligibility by the appropriate division chair and dean.
 2. 12 SCH = 1 counted credit.
 3. Individually designed courses of 4 credits or higher are capped

at 4 SCH; special circumstances may be appealed to the dean.

4. Directed Study courses will be counted at the student credit hours (SCH) of the regularly-offered course; e.g., a 4-unit course = 4 counted credits.
5. Graduate exit requirements, such as Comprehensive Exams, Thesis Projects, Action Research Projects, Professional Projects, CD/Recital Performances, and Portfolios Taught, or Graduate Student Supervision by graduate faculty while on a 9-hour per term load are excluded. However, individually designed courses taught by these faculty beyond their 9-hour loads are counted.
6. Compensation adjustment calculated as: $(SCH \text{ credit total} \div 12) \div (45 \text{ unit annual work load}) \times (\text{averaged annual salary rate over the previous two academic years or the annual salary rate during the academic year in which 36 credits is reached}) = \text{compensation settle-up.}$
7. Settle-up for out-of-load teaching (as described above in subsections C.1. – C.6.) will take place every two years and is calculated by May 1st for the current academic year and previous academic year. Compensation will be issued in the June paycheck.

D. Faculty who do not have sufficient credits accrued at the end of the 2016-2017 academic year to request a course reassignment will be provided with a one-time cash-out of a maximum of 20 accrued credits. Faculty who have more credits than necessary for a 3 or 4 credit course reassignment will be permitted to use the appropriate amount of credits for a single reassignment at any time within the 2017-2018, 2018-2019, or 2019-2020 academic years and be provided with a one-time cash-out of a maximum of 20 accrued credits at the end of the 2016-2017 academic year. Faculty decisions to cash out will be made no later than October 2nd, 2017. Compensation for any cash-outs will be determined by applying the special summer compensation rate: $(\text{annual avg. UG resident tuition rate}) \times (.67) \times (\text{number of counted credits}).$

E. Credit banking will follow A and B above, in future years.

* See Appendix J for Honors Senior Project/ Thesis Credit Banking

The Division Chair will provide faculty with a report of banked credits on an annual basis.

Types of individually-designed courses are defined as follows:

Independent Study/Specialized Individual Study/Internship is a course proposed and developed by the student in consultation

with a faculty member from the department, the content of which is not available in regularly scheduled institutional offerings.

Thesis is a research experience designed, conducted and written by an individual student under the guidance of a faculty advisor with an evaluation of the completed thesis by a faculty second reader. The thesis provides the student opportunities for advanced scholarly engagement and results in a formal written document for review and oral presentation of the research.

Capstones or Senior Projects involve one or more students during their senior year in the design, conduct and writing of a project that requires integration and application of knowledge to an issue, question or problem. These courses are supervised by a faculty advisor with an evaluation of the completed product by a faculty member second reader.

Directed Study Taught by Arrangement is a section of a “regular” course that a faculty member agrees to provide for an individual student to accommodate circumstances that prevent the student from enrolling in a “regularly” scheduled section of the course.

Professional Projects are creative works that include a professional paper accompanied by the final product which is designed, created and implemented by an individual student. Examples of professional projects include curriculum design for a particular discipline, training programs, documentary video, computer programs for a particular application, and action research. The professional project is developed under the guidance of a tenure/tenure track faculty member with support from a committee. The professional project provides the student opportunities for advanced scholarly engagement and results in a formal written document for review and oral presentation of the project including the final product.

B. Scholarship

The institution recognizes the value of continuous involvement in scholarly activity to effective instruction in the faculty member’s discipline. Each faculty member shall engage in scholarship activity consistent with the evaluation criteria in Article 8.

C. Service

Because service activities within the institution and in the community outside the institution benefit the individual faculty member, the institution and the community, each faculty member will participate in service activities consistent with the evaluation criteria in Article 8.

Section 5. Assignment of professional duties of librarians shall be in keeping with the needs of the organizational unit. Such assignments may include assignment to committees with

time allotted within the normal work week for participation in such activities.

Section 6. Part-Time Faculty - non-tenure track. The University reserves the right to employ non-tenure track (part-time) faculty on the basis that 1.00 FTE equals fifteen (15) course credit hours (or equivalents).

- A. The University shall extend multiple-term contracts appointments to non-tenure track faculty who meet the following criteria:
 - 1. Have taught a minimum of .50 FTE at the University for each of three terms in the academic year immediately prior to the contract year under consideration;
 - 2. The Division Chair and College Dean have an expectation that the non-tenure track faculty member will be needed to teach at least .50 FTE for the upcoming contract year. Such expectation may be evidenced by the inclusion of the non-tenure track faculty member's name in the final approved schedule of classes submitted by the Division Chair, approved by the College Dean and accepted by the Provost.
- B. Notification of multiple-term contracts shall be made to the non-tenure track faculty member as soon as possible after a vacancy or need has been identified.
- C. A multiple-term contract, which has been accepted by a non-tenure track faculty member, may be altered if:
 - 1. Low enrollments, fiscal shortfalls, or changes in course offerings cause the Division Chair or Dean to determine that the non-tenure track faculty member will be needed for less FTE than included in the multiple-term contract or
 - 2. Evaluation of the non-tenure track faculty member's performance, in accordance with Article 8: Evaluation, is found to be unsatisfactory or
 - 3. The Division Chair or Dean recommends increasing the contract FTE to reflect additional course assignments, as agreed to by the non-tenure track faculty member.

Section 7. Training and compliance with University policies. Annually, the University offers certain programs and resources to ensure compliance with policies and procedures relating to the legal environment of higher education. It is expected that faculty members will update their knowledge to comply with University policies.

Section 8. Final Examinations. Faculty will schedule final examinations for courses during the final exam week; exceptions to be approved by the Division Chair and Dean. An examination is considered to be final if it counts for a greater percentage of the total course grade than any other scheduled examination or project or is the sole exam issued in a class. Faculty members may hold examinations during the last week of instruction if such examinations count for no greater percentage of the total course grade than any other scheduled examination or project. Faculty members who do not hold final examinations shall use the times scheduled for such examinations for activities that are reasonably related to pedagogical purposes in the affected course.

ARTICLE 8: EVALUATION, TENURE AND PROMOTION FOR FACULTY ON THE TENURE TRACK

Section 1. Purpose of evaluation. Performance evaluations shall encourage the improvement of individual professional performance and guide decisions on salary adjustments, reappointment, tenure, and promotion, subject to the provisions of Articles 8 (Evaluation, Tenure and Promotion for Faculty on the Tenure Track), 16 (Salary), and 12 (Reserved Rights of the University).

Section 2. Terms and Concepts. Many faculty members consistently demonstrate exceptional levels of performance in all three areas of teaching/librarianship, scholarship, and service. In any given year a faculty member may elect to concentrate their energies on one area more than another; however, as a whole, for the five-year period of time leading up to application for being considered for advancement in continuation, promotion and/or tenure, a cumulative rating of “Meets Expectations” is expected on all three areas of teaching/librarianship, scholarship and service as indicated on the form provided in Appendix G. **A faculty member “meets expectations” when he/she gives the overall impression of an active, engaged academic as evidenced by achievement in all three areas.**

A. Teaching/ Librarianship (for teaching faculty see 1, for library see 2)

1. **“Teaching”** shall refer to the effectiveness of one’s teaching for purposes of tenure and/or promotion review as indicated by:
 - a. Peer and supervisor evaluations,
 - b. Examination of syllabi from a range of years for each class,
 - c. Exams and other assessment methods,
 - d. Teaching materials,
 - e. Data from a mutually agreed upon student course evaluation instrument (SCEI*), provided by the University,
 - f. Reflections on evidence of effective advising, mentoring and support,
 - g. Reflections on evidence of impact of teaching on student learning,
 - h. Evidence of professional renewal and updating of skills and knowledge,
 - i. Personal teaching philosophy,
 - j. Examples of curriculum redesigns and refinements over time.

*Any survey not mutually agreed upon, along with any results/data derived from such questions and surveys, is not to be used for purposes of official evaluation unless a Faculty member chooses to include it.

2. **“Librarianship”** shall refer to the effectiveness of one’s librarianship for purposes of tenure: and/or promotion review as indicated by:
 - a. Peer and supervisor evaluations in core areas of librarianship.
 - b. Examination of programmatic documents and contributions to library products and services,
 - c. Instructional materials,
 - d. Data from student or faculty ratings of performance in core areas of librarianship,

- e. Reflections on evidence of impact of librarianship on student learning and academic success,
- f. Evidence of professional renewal and updating of skills and knowledge,
- g. Personal philosophy of librarianship,
- h. Examples of innovations and refinements in provision of library services and products over time.

B. Scholarship: In the spirit of Boyer’s Scholarship Reconsidered (1990), one’s “scholarship” may be manifested in one or more of the following venues:

1. Scholarship of discovery — investigative research and creative work of faculty in liberal, visual and performing arts
2. Scholarship of integration — scholarship connecting within and between disciplines
3. Scholarship of application — study of real world or societal problems
4. Scholarship of teaching — instructional and classroom research

Regardless of the type of scholarship, all faculty members’ work should be carefully assessed, with intellectual rigor and excellence the yardstick by which all four dimensions of scholarship are measured.

While scholarship can look quite different across candidates, it cannot be absent as it is the core of academic life. All faculty members should be knowledgeable of developments in their fields, remaining professionally active. All faculty members should be held to the highest standards of integrity in every aspect of their work. For purposes of tenure and promotion, scholarship should be peer reviewed, sustained and measurable.

(a) The Scholarship of Discovery refers to the search for new knowledge and answers the questions: “What is to be known? What is yet to be found?” Evidence for this type of scholarship may include scholarly and creative activities that involve clear goals, preparation, appropriate methods, results, and presentation on the part of the faculty as indicated by: a published book, scholarly monograph, article, book review, or essay, performed work or practice in the fine arts; a paper presented at a scholarly meeting at regional, national or international levels; creation of a process, machine, composition that leads to a patent; creation of a scholarly, artistic or scientific procedure or method; state, regional, national, or international recognition as a scholar in an identified area; and positive peer evaluations of the body of work.

(b) The Scholarship of Integration refers to serious disciplined work that seeks to interpret, draw together and bring new insight to bear on original research including interdisciplinary connections. Evidence for such scholarship may include interpretation of original research; the authoring or coauthoring of peer-reviewed publications of research, policy analysis, case studies, and integrative reviews of the literature; interdisciplinary grant awards or presentations; policy papers designed to influence organizations and governments; first research at the boundaries where field converge; and the illumination of knowledge into a larger context including the education of non-specialists.

(c) The Scholarship of Application moves the scholar towards engagement answering the question - How can knowledge be responsibly applied to consequential

problems? Evidence for such may include the application of one's academic expertise to problems affecting individuals, institutions, or society; peer-reviewed publications of research, case studies, or technical applications, grant awards in support of practice; state, regional, national, or international recognition as a master practitioner; and professional certifications, degrees, and other specialty credentials.

(d) The Scholarship of Teaching and Learning involves planning, assessing, and modifying one's teaching and applying to it the same exacting standards of evaluation that are used in research. Evidence for such scholarship may include peer-reviewed publications of research related to teaching methodology or learning outcomes; case studies related to teaching-learning; learning theory development; and development or testing of educational models or theories; accreditation or other comprehensive program reports; successful applications of technology to teaching and learning; state, regional, national, or international recognition as a scholar in an identified area; published textbooks or other learning aids; grant awards in support of teaching and learning; outcome studies or evaluation/assessment programs; and presentations related to teaching and learning.

C. **“Service”** for purposes of tenure and/or promotion shall refer to both Institutional Service (collegiality, service, and leadership within the department, college, and/or institution) and Professional Service (engagement and leadership within community, government, or private organizations as well as professional organizations). All faculty are expected to be involved in Institutional Service.

Section 3. Principles of Promotion and Tenure

Except for hiring of personnel, the granting of tenure and promotion are the most critical decisions that the University makes towards its continued academic integrity.

Although length of service may be an important factor, mere length of service is never a sufficient justification in itself for tenure or advancement to a higher rank.

Those who seek promotion to Full Professor are expected to provide more evidence of exemplary and sustained teaching effectiveness than those applying for promotion to associate professor.

Successful candidates for promotion to Full Professor continue their teaching, research, and service contributions at least at the level they had established when they were promoted to Associate Professor with tenure; recognizing that levels of engagement in any one area may vary from year-to-year.

The scholarship of successful candidates for promotion to Full Professor has advanced to the point where they can demonstrate a sustained engagement in their field(s) of scholarship.

There are higher expectations regarding the quantity and quality of service expected of applicants applying for promotion to Full Professor as compared to those applying for promotion to Associate Professor.

The awarding of tenure indicates that the faculty member has met the standards defined for teaching/librarianship, scholarship, and service and that she/he can expect to remain as a

member of the faculty, indefinitely.

The awarding of tenure also acknowledges that the faculty member shall remain actively engaged in teaching, scholarship and service.

Section 4. Evaluation of Tenure Track and Tenured Faculty.

- A.** As part of the initial job appointment, the tenure track faculty member will, upon written request, receive a copy of the current Collective Bargaining Agreement from the Provost's Office which shall include all necessary details regarding evaluation procedures and expectations. The Collective Bargaining Agreement is available via the WOU Provost's web site.
- B.** The Division Chair shall be responsible for assisting each tenure track faculty member in answering questions regarding the expectations and procedures related to evaluation.
- C.** All tenure track faculty will complete an Annual Faculty Report and submit to the Division Chair no later than 30 June that includes an updated CV, a summary of accomplishments for the year and progress towards meeting previously stated goals and new goals for improvement.
- D.** Tenure track faculty will also submit their files for continuation, promotion, and tenure as specified elsewhere in Article 8. A copy of the DPRC recommendation will be provided to the faculty member by the DPRC at the same time it is submitted to the Dean.
- E. Rebuttals.** The faculty member shall have the opportunity to file a commentary or rebuttal to any part of the evaluation report. This response shall be a permanent part of the evaluation.
- F. Evaluations which Indicate Need for Improvement.** If a faculty member is given an evaluation which includes an indication that improvement is needed in any area(s), including collegiality, the employer shall provide the faculty member a written report containing explicit suggestions and guidelines for improvement. The Provost shall provide the relevant Personnel Review Committee with a copy of the report. The employee will be granted reasonable time, up to one academic year, for improvement. Subsequent review(s) delivered to the employee in writing shall focus on the employee's performance during the specified timeline. All parties involved in the reevaluation shall adhere to the guidelines and suggestions specified in the written report.

Section 5. Eligibility Timelines for Promotion and Tenure

A. Promotion to Associate Professor

- 1.** Promotion to Associate Professor and the granting of tenure shall occur at the same time for those hired on step one as an Assistant Professor on a tenure line. Faculty members can apply for promotion to Associate Professor and tenure after four years of continuous service at WOU. The files are due and the

review process takes place during the fifth year of service. If awarded, the promotion and tenure shall become effective at the beginning of the sixth year of full time service.

2. If stipulated in the initial hiring contract, a faculty member may be reviewed for promotion to Associate Professor and tenure after a combined minimum of four years of successful continuous service on tenure track at WOU and another comparable institution. Such faculty members may apply for tenure after two complete years of successful, continuous service on the tenure track at WOU.

If not stipulated in the initial hiring contract, a faculty member may request to apply early for tenure and promotion to Associate Professor. The notification of intent shall be part of the Annual Faculty Report. This report is due to the respective Division Personnel Review Committee (PRC), Dean and Chair no later than June 30. The request shall include external reviews and a statement outlining levels of distinctiveness in teaching/librarianship, scholarship, and service that warrant early consideration.

The faculty member would be evaluated for promotion and tenure during the following year's evaluation process by the DPRC. Failure to achieve early promotion and tenure does not preclude a faculty member from being awarded promotion and tenure in the subsequent year following another review.

3. A faculty member who becomes a parent through birth or adoption at any point during the probationary period shall, upon written notification to the Division Chair within six (6) months of the birth or adoption, be automatically awarded a one-year extension of the probationary period before mandatory consideration for indefinite tenure is given. It is the sole decision of the probationary faculty member whether to use or decline the extension. The faculty member shall indicate his/her intent to apply for tenure and promotion in the Annual Faculty Report. If the faculty member applies for family medical leave in the Office of Human Resources due to the birth or adoption of a child during the probationary period, the Office of Human Resources will advise the faculty member of the availability of the automatic extension and, with the faculty member's consent, notify the Division Chair that the faculty member will accept the automatic one-year extension.

B. Tenure for Associate Professors

A faculty member who is initially hired as an Associate Professor shall be reviewed for tenure during the third year of full time, probationary service. In this case, the tenure award shall become effective at the beginning of the fourth year of full time service. If the faculty member becomes a parent through birth or adoption at any point during the probationary period, the automatic extension described in Article 8, Section 5. A. 3. above, applies. If tenure is not awarded after three years of full time service, then a fourth year non-tenure track non-renewable contract shall be offered. The College Dean, at her/his discretion, may choose to recognize the fourth year as a final probationary period after which the faculty member shall be re-evaluated through one

more annual evaluation process on teaching/librarianship, scholarship, and service. If tenure is not then awarded as a result of the evaluation process, there is no obligation for the University to offer an additional contract for the fifth year.

C. Promotion to Full Professor

A faculty member may apply for promotion to Full Professor during their fifth year of combined employment as an Associate Professor at WOU and another comparable institution. If not stipulated in the initial hiring contract, a faculty member must request to apply early for promotion to Full Professor. The request shall be part of the Annual Faculty Report. This report is due to the respective Division Personnel Review Committee (PRC), Dean and Chair no later than June 30. The request shall include external reviews and a statement outlining levels of distinctiveness from the WOU faculty at large at similar rank in teaching/librarianship, scholarship, and service that warrant early consideration. If approved by the division chair, the faculty member would be evaluated for promotion during the following year's evaluation process by the DPRC. Failure to achieve early promotion does not preclude a faculty member from being awarded promotion and in the subsequent year following another review.

D. Tenure for Full Professors

If not stipulated in the initial hiring contract, a Full Professor shall apply for tenure review during the second year of continuous service on a tenure track with the tenure award becoming effective at the beginning of the third year of full time service. If tenure is not awarded at that time, then a third year non-tenure track non-renewable contract shall be offered. The College Dean, at her/his discretion, may choose to recognize the third year as a final probationary period after which the faculty member shall be re-evaluated through one more annual evaluation process. If tenure is not then awarded as a result of the evaluation process, there is no obligation for the University to offer an additional contract for the fourth year.

Section 6. Procedures for Promotion and all Tenure Decisions

A. Performance evaluations for tenured and tenure-track faculty shall be conducted according to the following schedule:

1. First-year faculty should discuss with their division chair their teaching, scholarship and service plans for their first year at WOU
2. Annually for untenured, tenure-track faculty beginning in the second year of service
3. When faculty members are seeking promotion or tenure
4. Every three years for tenured, Associate Professors
5. Every five years for tenured, Full Professors

B. It is the responsibility of the division chairs to identify, confirm, and notify the DPRC and College Dean by June 30 of all faculty members of the division eligible for and pursuing promotion and/or tenure.

C. Early in the fall term, the Provost will review the purpose and intent of evaluation at

each stage, the roles and responsibilities of the Personnel Review Committees, the timelines and evaluation criteria and address questions on any of the University's faculty evaluation policies with academic deans, division chairs, chairs and members of the various Personnel Review Committees, and representatives from the Union.

- D.** Candidates for pre-tenure reappointment, seeking tenure and/or promotion will be responsible for preparing their files following approved University and Division procedures. The schedule of deadlines is summarized in the table below.

PCR process deadlines

	2 nd year reviews	All other pre-tenure reviews	All post-tenure reviews
Files to DPRC Chair	October 15	3 rd Friday in November	Fourth Friday in February (note: post-tenure reviews are to be submitted by this calendar date following the previous academic year included in the review)
Evaluation conference with Division Chair and DPRC Chair	1 st Friday in November	4 th Friday in January	First Friday in April
Files to Dean's Office	1 st Friday in November	4 th Friday in January	First Friday in April
Evaluation conference with Dean	Completed by 1 st Friday in December	Completed by 3 rd Friday of February	Second Friday in May
Files to Provost's Office	1 st Friday in December	3 rd Friday of February	Second Friday in May

Exceptions will be granted upon written request, except for second-year files, in situations where a faculty member is taking a leave only during the fall term under the FMLA or OFLA such that the due date for files for review by the DPRC can be delayed to no later than the second Friday in January when the faculty member is no longer taking leave. Correspondingly, the due date of the files from the DPRC to the Dean would be delayed to no later than the second Friday in February and to the Provost no later than the first Friday in March.

If any appointment of a full-time academic staff member who is on an annual tenure appointment is not to be renewed for reasons other than for cause or financial exigency, timely notice of non-renewal shall be given in writing (see table below). Concurrent written notice shall be provided to the Union.

During first annual appointment year: notice is mailed on or by March 15 for those whose contracts expire June 15 or at least three (3) months' notice given prior to expiration of the appointment

During second annual appointment year: notice is mailed on or by December 15 for those whose contracts expire June 15 or at least six (6) months' notice given prior to expiration of the appointment

During third and subsequent annual appointment years: at least twelve (12) months' notice which may be mailed at any time

- E. Multiple Appointments.** Faculty members with assignments in more than one Division are responsible for initiating files for review in all areas of assignment. All records relevant to consideration for promotion and/or tenure, including recommendations, will be sent to the faculty member's primary tenure home Division Personnel Review Committee, which will act in accordance with the provisions of this Article. The recommendation of the faculty member's primary division shall prevail.
- F. DPRC Membership.** Each Division shall have a Personnel Review Committee (DPRC) comprised of the Division Chair and a representative group of tenured faculty. The Division Chair shall serve as a voting and participating member of the DPRC. Faculty members who are applying for promotion should abstain from service on the DPRC in the year the promotion is being reviewed.
- G. DPRC Evaluation.** The DPRC shall review the files as well as, all prior recommendations made by the University Personnel Review Committee (UPRC), Dean, Provost, and former DPRCs for each faculty member from that division seeking promotion to Associate Professor and tenure. They shall develop a letter for each member of faculty seeking promotion or tenure outlining the member's strengths in the areas of teaching/librarianship, scholarship, and service; explicit suggestions for areas needing improvement; and, progress made since prior reviews. The letter should conclude with a final recommendation to the respective College Dean in each case with reference to the appropriate supporting information provided in the faculty member's files.
- H. Evaluation Conference.** After the DPRC has reviewed the faculty member's files, the Division Chair together with the chair of the DPRC shall meet to conference with each faculty member to discuss the results of the evaluation and provide the candidate with a copy of the DPRC letter that is signed by the committee members. The Division Chair shall prepare a summary of the evaluation conference which shall be presented to the faculty member within ten (10) days of the conference and placed in the personnel file in the division office and forwarded to the Dean and the Provost via the faculty member's PRC binder. The faculty member

shall sign the report to acknowledge receipt thereof.

- I. The College Dean shall review the recommendations of the DPRC and develop a letter that outlines the faculty member's strengths in the areas of teaching/librarianship, scholarship, and service, explicit suggestions for issues needing improvement, progress made since prior reviews, and a recommendation. The faculty member will meet with the Dean to discuss the results of the evaluation. After meeting with the faculty member, the Dean will forward his/her recommendations to the Provost by the end of the third Friday in February.
- J. If the DPRC and the Dean concur favorably in their recommendation about a faculty member, the file shall be forwarded to the Provost who will make his/her independent evaluation.
- K. If a DPRC or College Dean recommends a faculty member unfavorably for tenure or promotion, and the Provost upholds the unfavorable recommendation, the Provost shall notify the member about the recommendation(s) in writing by not later than the end of the first week in March. The Provost shall inform the member regarding:

The source(s) and specifics of the unfavorable recommendation(s);

The right of the member to request review from the UPRC.

- L. In the case of a mixed recommendation from the DPRC or the College Dean for which the Provost upholds an unfavorable recommendation, or the Provost overrules a favorable DPRC and College Dean recommendation, the faculty member may make a written request for a UPRC review to the Provost by the end of the third week in March. If the faculty member fails to make a request for a review by that date, the Provost's ruling will stand.
- M. If a faculty member receives unfavorable recommendations from both the DPRC and the College Dean, and the Provost upholds the unfavorable recommendations, there shall be no review by the UPRC.
- N. **University Personnel Review Committee (UPRC).**

Formation. The University shall have a University Personnel Review Committee (UPRC) comprised of one tenured faculty member from each Division of both Colleges and from the Library and Media Services. Each Division will elect their representative to the UPRC. No Division Chair may serve on the UPRC, except in cases when a committee quorum is otherwise impossible. The UPRC may include members of a DPRC, but each Division is encouraged to elect representatives to the UPRC who are not members of that DPRC so as to minimize "dual" evaluations. To avoid conflicts of interest, no one who is under consideration for promotion shall serve on the UPRC. The election of these representatives shall be conducted after such time in the fall that the Division Chair has announced who is eligible to serve and at that time, the faculty members in the Division will vote in a secret ballot to select their representative by majority vote. The UPRC shall convene no later than the third week of April to review all requests brought to it by the Provost.

Deliberation. The UPRC shall consider all issues relating to the process and academic judgment while making any review and shall apply standards for faculty engagement in teaching, service and scholarship and collegiality as stipulated in the CBA. The evaluative documents that are submitted by a candidate seeking promotion or seeking tenure are considered a complete file once the Dean has finished his/her review and made a recommendation. The only additional items would be pertinent correspondence between the candidate, the DPRC, and the Dean to address the committee and answer questions. The faculty member shall have the right, upon request, to make an oral presentation to the UPRC at which time, the Dean shall also have the right to make an oral presentation. A Union representative shall be present at the hearing to assure that no procedural rules are violated. A member shall have the right to confer with a representative from the Union in the review by his/her UPRC. UPRC members who also served on a particular candidate's DPRC will remove themselves from the committee but may be called upon for clarification on the expectations appropriate to the particular discipline or Division.

Outcome. The UPRC recommendation shall be forwarded to the Provost and shall also promptly be made available to the faculty member in question, and added to that member's Personnel File. The Provost shall review the findings of the UPRC and either maintain his/her initial unfavorable ruling or reverse his/her ruling and provide a favorable recommendation. Favorable recommendations are final. Unfavorable recommendations are final unless the faculty member makes a written appeal to the President. The written appeal must be filed with the President's Office within 10 days of receiving notice of an unfavorable finding from the Provost.

- O.** The President shall review all faculty appeals of unfavorable recommendations. Prior to making final determinations on a Provost's unfavorable ruling on promotion and tenure awards, the President may consult with individuals as necessary including the Provost, Deans, and individual members of the PRCs. Official University notification to each individual and the Chair of the UPRC, Provost, and Dean in regard to the action taken will occur by the end of the 4th week in May of each academic year.

Section 7. Post Tenure Reviews.

- A.** Tenured faculty members will be evaluated by the DPRC once every three years for associate professors and every five years for full professors, with recommendations made to the Dean and Provost. Such evaluations will be on a staggered basis across faculty within a Division determined at the beginning of each academic year.
- B.** The purposes of post-tenure review are to:
 - 1.** Assure continued excellence in the academy;
 - 2.** Offer appropriate feedback and professional development opportunities to tenured faculty;

3. Clearly link the level of remuneration to faculty members' performance;
 4. Provide accountability to the institution, public, and Board (OAR 580-021-0140; - 0135; -005 et seq.; IMD 4.002).
- C. Tenured faculty members will submit the following according to "PRC process deadlines" in Section 6.D.:
1. Copies of the Annual Faculty Reports for the evaluation period;
 2. Examples of teaching/librarianship, scholarship, and service that define their continued contributions to the profession;
 3. Copies of the written summary of at least one observation of classroom teaching by the Division Chair or their designee (or equivalent review of on-line Learning Management System (LMS) platform material if primarily an on-line instructor);
 4. An updated CV; and
 5. Data from the mutually agreed upon student course evaluation instrument (SCEI*), provided by the University.
- *Any survey not mutually agreed upon, along with any results / data derived from such questions and surveys, is not to be used for purposes of official evaluation unless a Faculty member chooses to include it.
- D. The DPRC recommendation and the material provided under Article 8, Section 7, C.1-4 are forwarded to the College Dean for acceptance and review. Each Dean will provide written feedback to be shared with the faculty member and forward a summary along with the Annual Faculty Report to the Provost which will then become a part of the faculty member's permanent personnel records.

ARTICLE 9: ACADEMIC PERSONNEL FILES

Section 1. The University shall maintain official academic personnel and employment personnel files for the faculty. The academic personnel files will contain only records that are relevant to the educational and related programs of the University, its divisions or units. The employment personnel files will contain only employment information such as annual appointment letters and offers of employment.

Section 2. The official academic personnel records will be maintained on the Western Oregon University campus in the Office of the Provost, the Office of the Dean of the College, and in the Office of the Division Chair or Unit Director to which the faculty member is assigned. File custody, maintenance, and security shall be the responsibility of the Provost, Dean, and the

Division Chair or Unit Director, respectively. Custody, maintenance, and security of the official employment personnel file shall be the responsibility of the Human Resources office.

Section 3. Access to the personnel records shall be controlled by the persons designated as responsible for file custody and security in section 2. Faculty members shall be allowed full access to their own personnel records.

Section 4. It is the responsibility of any person in charge of the academic personnel files to notify the faculty member of the insertion of any unfavorable material into the academic personnel file. The faculty member shall have the opportunity to rebut, refute, or explain any observation or material contained in the file. Entry of mandatory evaluation results into academic personnel records will be made in accordance with Article 8: Evaluation, Tenure, and Promotion.

Section 5. The University will not solicit nor accept information for inclusion in the academic personnel file from individuals or groups who wish their identity kept anonymous. The only exceptions are student course evaluations to be included in accordance with Article 8: Evaluation, Tenure, and Promotion.

ARTICLE 10: RESPONSIBILITIES OF THE MEMBERS & DISCIPLINARY PROCEDURES

Section 1. The obligations of the faculty members on an academic year contract shall begin in September and end in June nine months thereafter. Every day within the inclusive dates of the academic year contract is a regular day of employment except for those for which there is a legislative or employer authorization to be absent from University employment (viz., statutory holidays observed by the University, leave without pay, annual leave, sabbatical leave, sick leave, and the weekends when not assigned or required for performance of the regular employment obligation). Duties may include teaching and independent study; academic advising of students; provision for regularly scheduled office hours; scholarly activities; professionally-related public service; assisting in the admission, orientation and registration of students; being available as needed during pre-registration, registration and term breaks during the academic year; service on committees; student support service activities including attendance at commencement; course and curriculum planning; and other normal duties of University faculty members.

Non-teaching employees shall be assigned work in accordance with the positions for which they were hired. Their contract period may or may not coincide exactly with the academic year.

Section 2. A member may be subject to corrective discipline for failure to carry out the responsibilities and/or meet the obligations of a professional member of the Western Oregon University academic community. This includes the expectation that members refrain from conduct that is proscribed in Appendix F (Healthy Workplace).

Section 3. Counseling. Recognizing the importance of counseling in effective corrective discipline, the parties agree that counseling will take place before sanctions are imposed. Further, the parties agree that sanctions, when imposed, will progress from minor to severe for repeated failure to meet professional obligations. However, in some circumstances, actions or omissions, which have resulted or will result in irreparable harm to the academic community or members thereof, may require imposition of severe sanctions in the first instance.

Section 4. Disciplinary Sanctions. Sanctions shall be limited to written reprimand, suspension with pay, suspension without pay, denial of salary increase, temporary reduction of salary and discharge.

Section 5. Unexcused Absence. Although the effect of absence of teaching and/or research faculty members is difficult to measure, unauthorized or unjustified absence from class, research, counseling activities or other scheduled duties in excess of five (5) consecutive scheduled or regular work days is sufficient basis for withholding salary for the work days absent pending investigation and/or an acceptable explanation of the circumstances of the absence.

Section 6. If the University believes that there is just cause for the imposition of sanctions, the following procedures shall be followed.

- A.** In situations involving written reprimand, the document shall have a limited life of twelve (12) months after which it shall be removed from the file.
- B.** In situations involving sanctions more severe than a reprimand, a notice of intent to impose severe sanction shall be served personally upon the member or by registered or certified mail (return receipt requested) to the member's address of record. The notice shall contain a description of the alleged act(s) or omission(s), date(s), time(s), place(s) and proposed sanction. In addition, the notice must inform the individual of the right to file a grievance at Step Two within fourteen (14) calendar days of the date the notice is received. The Union shall concurrently receive timely notice of intent to impose severe sanction on a member. Except in instances when irreparable harm may result from delay, severe sanctions will not be imposed until a member (a) fails to file a grievance within the time allowed above or (b) the grievance is decided in favor of the University.
- C.** If no other severe sanctions are administered within thirty (30) calendar months after severe sanctions are imposed, all references to the sanctions shall be removed from the personnel file folder at the end of that period.
- D.** The University shall conduct disciplinary sessions in an area away from other employees, students or the public.

ARTICLE 11: ASSIGNMENT OF DUTIES, EVALUATION AND RETENTION FOR NON-TENURE TRACK FACULTY

Section 1. As provided in Article 10 (Responsibilities of Members & Disciplinary Procedures), faculty members shall be available for assignment of professional duties for the entire period of their appointment. Professional duties are recognized to include teaching and service.

The University recognizes that it shares with its faculty the responsibility for appropriate accounting of time and effort, as well as, for the development and improvement of faculty performance. Accordingly, the University and faculty agree that Sections 2 through 7 below describe aspects of a faculty member's professional responsibilities and performance in these areas that shall be taken into account in all personnel actions.

Section 2. The University retains the right to assign faculty work load based on the needs of the student and the goals of the Department, Division, College and University. Professional duties shall be assigned by the Division Chair or appropriate administrative officers in accordance with the needs of the division and the strengths of the faculty member. The University will endeavor to ensure that assignments are made only after consultation with the faculty member.

Section 3. Because of the varied nature of the work and interests of the faculty members, no attempt is made to assign a number of working hours to the duties to be performed.

Section 4. Workload. (from Article 7 on NTT workload) The University reserves the right to employ non-tenure track (part-time) faculty on the basis that 1.00 FTE equals fifteen (15) course credit hours (or equivalents).

Section 5. Non-tenure track Faculty Titles. All Non-tenure track faculty hired to perform teaching duties will be designated by one of the following titles:

- A.** Non-tenure track faculty holding baccalaureate degrees in disciplines where the Ed.D., Ph.D., D.B.A., M.F.A. or M.L.S is the highest earned degree shall hold the title of "Lecturer."
- B.** Non-tenure track faculty holding masters degrees in disciplines where the Ed.D. , Ph.D., or D.B.A., is the highest earned degree shall hold the title of "Instructor."
- C.** Non-tenure track faculty holding masters degrees in disciplines where the Ed.D., Ph.D., or D.B.A., is the highest earned degree and has at least five years of successful service as an Instructor and been recommended by the Division Chair and approved by the Dean and Provost shall hold the title of "Senior Instructor."
- D.** Non-tenure track faculty holding the Ed.D., Ph.D., D.B.A., M.F.A., or M.L.S., or highest recognized earned degree in disciplines who are brought to the institution to provide short-term enhancement for a program shall hold the title of "Visiting Assistant Professor or Visiting Associate Professor".

- E. All other Non-tenure track faculty holding the Ed.D., Ph.D., D.B.A., M.F.A., or M.L.S., or highest recognized earned degree in the discipline shall hold the title of "Non-tenure track Assistant Professor."

Section 6. Non-tenure Track (Fixed-term) Appointments

- A. Non-tenure track (Fixed-term) appointments shall specify beginning and ending dates of employment, and continuing appointments beyond the dates specified are not to be anticipated.

B. Multiple-term contracts

1. The University shall extend multiple-term contracts to non-tenure track faculty who meet the following criteria:
 - a. Have taught a minimum of .50 FTE at the University for each of three terms in the academic year immediately prior to the contract year under consideration;
 - b. The Division Chair and College Dean have an expectation that the non-tenure track faculty member will be needed to teach at least .50 FTE for the upcoming contract year. Such expectation may be evidenced by the inclusion of the non-tenure track faculty member's name in the final approved schedule of classes submitted by the Division Chair, approved by the College Dean and accepted by the Provost.
2. Notification of multiple-term contracts shall be made to the non-tenure track faculty member as soon as possible after a vacancy or need has been identified.
3. A multiple-term contract, which has been accepted by a non-tenure track faculty member, may be altered if:
 - a. Low enrollments, fiscal shortfalls, or changes in course offerings cause the Division Chair or Dean to determine that the non-tenure track faculty member will be needed for less FTE than included in the multiple-term contract or
 - b. Evaluation of the non-tenure track faculty member's performance, in accordance with Section 8: Evaluation of Non-Tenure Track Faculty, is found to be unsatisfactory or
 - c. The Division Chair or Dean recommends increasing the contract FTE to reflect additional course assignments, as agreed to by the non-tenure track faculty member.

C. Multiple year contracts

Non-tenure track faculty holding the terminal degree in their discipline and who have worked continuously for three academic years at a minimum of 0.5 FTE; or masters –level faculty who have achieved at least five academic years of successful service as an instructor; may, with recommendation of the Division Chair and with approval of the appropriate Dean and Provost, be granted a three-year employment contract. The Dean will provide a copy of the multi-year contract to the relevant Division Chair, who will notify the appropriate Department Head or Program Coordinator of the multi-year appointment. The multi-year contract is subject to the reserved rights of the University as noted in ARTICLE 12.

D. “Visiting” appointments

Appointees identified as “Visiting” faculty and who are recommended by the Division Chair and with the Dean’s approval may be granted up to a three-year employment contract.

Section 7. Evaluation of Non-Tenure Track Faculty

Purpose of evaluation. The purpose of performance evaluations shall be to encourage the improvement of individual professional performance and, subject to the provisions of Articles 11 (Assignment of Duties, Evaluation and Retention for Non-Tenure Track Faculty), 16 (Salary), and 12 (Reserved Rights of the University), to provide a guide for decisions on salary adjustments and reappointment.

- A.** All non-tenure track faculty who are employed at .50 FTE or more will be evaluated pursuant to Part D below by the Division chairs with recommendations forwarded to the respective Dean and filed with the Provost’s office.
- B.** As part of the initial job appointment, each non-tenure track faculty member will receive, upon written request, a copy of the current Collective Bargaining Agreement from the Provost’s Office which describes all necessary details regarding evaluation procedures and expectations. The Collective Bargaining Agreement is available via the WOU Provost’s website.
- C.** The Division Chair shall be responsible for assisting non-tenure track faculty members in answering questions regarding the expectations and procedures related to evaluation and help the faculty members avail themselves of resources available to help them acclimate to the University.
- D.** For non-tenure track faculty, the annual evaluation shall be based on:
 - 1.** The most recent classroom observation conducted by the division chair or his/her designee pursuant to Part 3 below, and
 - 2.** An Annual Faculty Report compiled by the non-tenure track faculty member and due to the Division Chair no later than June 30th that includes the

following components:

- a. Data from the mutually agreed upon student course evaluation instrument (SCEI*), provided by the University, and
 - b. A summary of accomplishments for the year that addresses the non-tenure track faculty's primary work assignments and future goals.
3. Classroom observation for non-tenure track faculty will be completed:
- a. Prior to the completion of contracts of one year or shorter duration,
 - b. In the final year of their contracts for faculty members on multi-year contracts,
 - c. Annually at the request of faculty members on multi-year contracts, in which case the division chair or his/her designee will complete the observation,
 - d. As deemed necessary by the division chair.

*Any survey not mutually agreed upon, along with any results / data derived from such questions and surveys, is not to be used for purposes of official evaluation unless a Faculty member chooses to include it.

- E. Divisions shall evaluate non-tenured faculty members on the basis of divisional and institutional criteria, academic standards, appropriateness for assignments, collegiality, and the terms and conditions of Article 11. For non-continuation of non-tenure track faculty with 3 or more years of continuous service at 0.5 FTE or above based on poor performance, as specified in this contract, the Division Chair must provide a written record of an employee's performance, as specified in this article before such a decision can be made. The Division Chair shall be expected to give an employee at least (one) academic term, summers excluded, to correct any identified performance problems. If the record shows that the problem(s) continue, then a non-continuation decision is in order.
- F. The results of the Division Chair's evaluation for non-tenure track faculty members shall be considered in determining continued employment within the University.
- G. The University shall not use salary rates to differentiate among non-tenure track faculty for purposes of staffing.

ARTICLE 12: RESERVED RIGHTS OF THE UNIVERSITY

The University retains and reserves to itself all rights, powers, authority and responsibilities vested in it, whether exercised or not, including but not limited to the right to plan, govern, and control the University and in all respects carry out its ordinary and customary functions of

management. All such rights, powers, authority, and responsibilities are retained by the University subject only to those limitations expressly imposed by the Agreement. Without limiting the foregoing, the University expressly reserves the right to make final decisions with respect to members to be appointed, reappointed, promoted, and awarded indefinite tenure and those to be appointed as Division Chair and other administrators.

Only alleged violations of limitations on reserved rights contained in this Agreement shall be subject to Article 13 (Grievances).

ARTICLE 13: GRIEVANCES

Section 1. Purpose. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The parties encourage the informal resolution of grievances whenever possible and to that end encourage open communications between members and administrators so that resort to the formal grievance procedure will not normally be necessary. The procedures hereinafter set forth shall be the sole method for resolving grievances as that term is herein defined.

Section 2. Definitions.

- A.** The term "grievance" means an allegation that there has been a violation, misinterpretation, or improper application of the express terms of this written Agreement. The term "grievance" shall not include complaints related to matters of academic judgment, except as provided for in Article 8, Sections 3, 4 and 6; Article 12; and Article 14, Section 6.
- B.** "Grievant" means one or more members of the bargaining unit, the Union or the University in the appropriate cases, damaged or injured by the act or omission being grieved.
- C.** "Day" means a day when classes or examinations are scheduled in accordance with the official academic calendar of the University excluding Saturdays, Sundays and holidays.
- D.** "Academic judgment" shall mean the judgment of faculty and administrators concerning appointment, reappointment, promotion, tenure status and merit salary increases of members, and matters of curricula and educational policy.

Section 3. General Provisions.

- A.** A grievant has the right of self-representation at any step in the grievance procedure and/or may have a Union representative present at any step.
- B.** The Union has the right to be present at, and to participate in, any formal step in the grievance procedure, but shall not interfere with the right of self-representation. If the Union does not represent the grievant, the resolution of the grievance shall not be inconsistent with the terms of this Agreement.

- C. The parties may agree, in writing, to modify the time limits in any step of the grievance procedure. At formal steps, agreement to modify time limits shall be in writing.
- D. Failure at any step of this procedure to comply with the specified time limits including any extension thereof, shall be considered acceptance by the grievant of the decision rendered at the previous step. Failure to communicate the decision on the grievance at any step within the time limits, including any extensions thereof, shall allow the grievant to proceed to the next step.
- E. No member may take a grievance to Step Four (Arbitration) except with the approval and participation of the Union.
- F. All grievances, and arbitration notices must be submitted in writing on appropriate forms as attached to this Agreement as Appendices B and C respectively and shall be signed by the grievant. The University may refuse consideration of a grievance not filed in accordance with this Article.
- G. A grievance may not be filed under this Article for an act or omission which occurred prior to the effective date of this Agreement.
- H. A grievance may be withdrawn by a grievant at any time, or by the Union at any time after notice of intent to arbitrate has been given.

Section 4. Presentation of Grievances.

Formal Grievances. All grievances shall be presented at the proper step, in writing, within thirty (30) days of the act, omission, or commencement of the condition on which the grievance is based, or after the date on which the member knew or reasonably should have known of such act, omission, or condition if that date is later.

The grievance shall be presented on the grievance form (Appendix B) and shall set forth the following:

1. A description of the alleged event(s), situation(s), or act(s) in violation of the contract provisions;
2. The date thereof;
3. The specific provision of this Agreement which is in dispute; and
4. The remedy sought.

Grievances shall be filed first at Step 1, except if the matter being grieved relates to an act or omission by the Dean (or persons in positions at a similar level) or the Provost, the grievance may be filed at Step 2 or 3, but in the manner provided above.

Step 1. Dean's Level. The grievance shall be filed in writing with the appropriate Dean. The Dean shall promptly identify the administrator with whom resolution of the grievance shall be sought. Fifteen (15) days shall be allowed for resolution of the grievance. Upon the grievant's written request, fifteen (15) day extensions of the time allowed for resolution at this level will be granted unless to do so would impede resolution of the grievance.

Step 2. Provost's Level. Within five (5) days of the expiration of the period allowed for resolution at the Dean's level, or within five (5) days of an unsatisfactory decision at the Dean's level if that date is earlier, the grievance may be filed with the Provost of the University. The Provost or designee shall meet with the grievant within five (5) days of receipt of the grievance for review and shall send a decision in writing to the grievant and the Union within ten (10) days of such meeting.

Step 3. President's Level. Within five (5) days of the expiration of the period for response by the Provost at Step 2, or within five (5) days of an unsatisfactory decision by the Provost, the grievance may be filed with the President. The President or designee shall meet with the grievant within ten (10) days of receipt of the grievance and shall send a decision in writing to the grievant and the Union within ten (10) days of such meeting.

Step 4. If the grievance is not resolved, the complaining party may give to the other notice of intent to arbitrate within the time limits provided in Article 14: Arbitration.

Section 5. Nothing in this Article or Agreement is to be interpreted as denial of the right to grieve or seek arbitration of alleged failure to follow prescribed procedures in evaluation and in recommendations for promotion and merit salary increases.

ARTICLE 14: ARBITRATION

Section 1. Notice of intent to arbitrate an unresolved grievance (Appendix C) must be filed with the President of the University within twenty (20) days of the decision rendered under the provisions of Step Three.

Section 2. Within ten (10) days of receipt of notice of intent to arbitrate, the parties shall meet to attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within five

(5) days of the meeting, the party initiating arbitration shall request the Employment Relations Board to submit a list of five (5) arbitrators, none of whom shall be an employee of the (former) Oregon University System unless both parties have agreed to the contrary. Each party shall alternately strike a total of two (2) names from the list of five (5); the remaining person shall be selected as the arbitrator. The party initiating arbitration shall strike the first name. If the arbitrator selected cannot hold the hearing or render a decision within the time limits provided herein and either party does not agree to an extension of time, the selection procedure as provided herein shall be repeated using the remaining names on the Arbitration Panel or a new list from the Employment Relations Board, as appropriate.

Section 3. Submission Agreement. As soon as practicable after the notice of intent to arbitrate has been filed, the parties shall meet to draft a submission agreement. They shall attempt to agree on the precise issue to be submitted to arbitration, stipulation of facts, joint exhibits, and any other matter designed to expedite the arbitration process.

If the parties are unable to agree on the precise issue to be submitted, each party shall submit its own version of the issue to be decided. The arbitrator shall then decide the precise issue to be arbitrated. Such decision shall be made prior to determining arbitrability.

Section 4. Conduct of the Hearing. The arbitrator shall hold the hearing in Monmouth, Oregon, unless otherwise agreed by the parties. The hearing shall commence within fifteen (15) days of the arbitrator's acceptance of the case, unless both parties agree to an extension of time.

If the arbitrator or either party requests that post-hearing briefs be submitted, the arbitrator shall establish a date for the submission of such briefs and the hearing will be deemed to have been closed by such date.

Section 5. Arbitrability. In any proceeding under this Article for which there is a submission agreement, the first matter to be decided is the arbitrator's jurisdiction to act. In the absence of a submission agreement, the arbitrator shall first decide the issue to be arbitrated as provided in Section 4 of this Article; then the arbitrator's jurisdiction shall be decided. If arbitrability is in dispute between the parties, the arbitrator shall hear the parties on the question before deciding the matter of arbitrability, which shall be announced. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time, provided that either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits delayed until such review is completed. Upon concluding that the arbitrator has no power to act, the arbitrator shall not hear the matter or make any decision or recommendation regarding the merits of the issue.

Section 6. Authority of the Arbitrator. The arbitrator shall neither add to, subtract from, modify nor alter the terms or provisions of this Agreement. Except as otherwise provided in this section, the arbitrator shall have no authority to hear or decide any issue or grievance related to matters involving "academic judgment" as defined in Section 2, Article 13 (Grievances). In cases involving the exercise of discretion, the arbitrator shall not substitute personal judgment for that of the faculty or the administrators. Nor shall the arbitrator review such decision except for the purpose of determining whether the procedural steps provided in this agreement have been followed. If the arbitrator determines that procedural steps have not been followed where an exercise of "academic judgment" or administrative discretion is involved, the arbitrator shall direct that the matter be reconsidered by the appropriate official in accordance with relevant procedural steps. In no case may the arbitrator direct that a member be reappointed, promoted, or awarded indefinite tenure. The arbitrator, however, may direct that the status quo ante be maintained until a judgment is made having properly followed appropriate procedural steps.

The arbitrator shall have no authority to award monetary damages or penalties, but may award

back pay to accompany an order of reinstatement.

The arbitrator shall have no authority to make any decision limiting or interfering in any way with the powers, duties, and responsibilities of the University and the Board which have not been expressly limited by this Agreement.

Section 7. Arbitrator's Decision. The arbitrator derives authority wholly and exclusively from the express terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties as to the issues submitted, provided that either party may appeal the decision on the basis of repugnance to law, jurisdiction, or that the arbitrator exceeded authority granted by this Agreement.

The decision of the arbitrator shall be issued within thirty (30) calendar days of the close of the hearing unless the parties have agreed to additional time.

The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue submitted and which shall include a clear statement as to the prevailing party.

Section 8. Costs. All fees and expenses of the arbitrator shall be borne by the party not prevailing in the arbitration. Where an award clearly finds each party culpable, costs will be shared equally. Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if any, shall be borne by the party calling the witness. The cost of any transcripts required by the arbitrator shall be divided equally between the parties and each party shall be furnished a copy thereof. If either party wishes a transcript of the hearing, it may have one made at its own expense, but shall provide the arbitrator and the other party a copy at no charge.

ARTICLE 15: LAYOFF

Section 1. It is understood that in a viable and complex University offering an array of professional programs, it may be necessary to adjust staff and programs. Historically, these adjustments have been accomplished by attrition and by not renewing appointments in specific programs, units, or divisions. The provisions of this Article and accompanying procedures do not apply to this historical practice.

The modification of programs generated solely by changes in curricula or in the educational programs or mission of the University is accomplished through usual curricular mechanisms and the provisions of this Article likewise do not apply.

Section 2. Layoff will take place only after the University finds that one of the following bona fide conditions exists or is imminent:

- A.** demonstrable financial exigency;
- B.** program or discipline curtailment;
- C.** retrenchment.

The magnitude of the layoff shall be commensurate with the condition necessitating such layoff (OAR 580-021-0315 et seq.).

Section 3. After a declaration is made that one of the conditions described in Section 2 exists or is imminent, the President will meet with two (2) members of the Union to discuss alternatives. Following the meeting the President shall present a plan to implement the conditions described in Section 2 to the Union. The plan will include proposed reductions to divisions and programs. The Union will have an opportunity to review and make comments on the President's plan and to suggest alternatives. The President will consider the suggested comments of the Union before preparation of the final plan. The President's final plan shall be given to affected divisions or units no later than one month prior to implementation. The Union shall be concurrently provided with a copy of the President's final plan.

Section 4. The factors to be considered in any layoff determination shall be considered sequentially. Should consideration of any factor in sequence result in identification of a candidate for layoff, the remaining factor(s) need not be considered.

The first factor to be used in determining which faculty members are to be laid off shall be the needs of the program or division, including the need to preserve various areas of academic specialization and in consideration of the University's commitment to affirmative action goals. Each Division faculty shall provide recommendations to the Chairperson concerning areas to be preserved in protecting the academic integrity of the programs offered by the division as they relate to the Division, College and University. If the Chairperson does not agree with the division's faculty recommendations he/she shall meet with the Division faculty to discuss the recommendations.

The second factor shall be the kind of appointment: fixed term appointments shall be laid off before tenure-track and indefinite tenured appointments, tenure-track appointments shall be laid off before indefinite tenured appointments.

The third factor shall be seniority; when the needs of the Division or program can be met by two or more members whose qualifications are substantially equal and whose performance are substantially equal, as revealed by performance evaluations (Article 8, Evaluations), members with the fewest number of quarters of continuous service shall be laid off first. The number of quarters of service to the division or program shall be calculated as described in Section 5 below.

Section 5. Before the length of service to the Division, discipline, or program is determined, all faculty members who have transferred into a Division or program where a layoff is to occur will have time in their former division or program included in the calculation. When two members being considered for layoff have the same length of service, the individual first appointed to the Division or program shall have seniority. The date of appointment shall be taken as the date of the letter which first appointed the individual as a member of the Division or program. Upon request by the Union, the University agrees to provide the Union with a list containing the date of original appointment to the Division, discipline, or program.

Section 6. If a tenured faculty member is laid off under the provisions of this Article, the

University will endeavor to find suitable alternative employment within the institution or, if such is not found, shall make reasonable efforts to assist the member in finding suitable employment elsewhere.

Section 7. If a position becomes vacant in the program or Division from which a member has been laid off and the position is to be filled, a member who is fully qualified to fill the vacant position shall be offered reemployment by certified mail. Offers of reinstatement shall be made in inverse order of layoff. The faculty member will have thirty (30) days from the date the offer is sent in which to accept the offer. If no acceptance is received in writing within the thirty (30) day period, the faculty member will be deemed to have declined the offer and the institution will thereafter have no further obligation to the member. It is the responsibility of the faculty member to keep the institution apprised of their current mailing address. When circumstances warrant, the University and the Union may agree to shorten or waive the thirty (30) day period required by this section.

Faculty members recalled from layoff will be credited with their original date of appointment, less the layoff period, for purposes of determining years of service, and will be reinstated with all rights and privileges accumulated prior to layoff unless such rights or privileges have been impaired by actions of the member while laid off.

Persons who have not been reemployed as of June 15 of the year following two full academic years after layoff shall be deemed to have been given timely notice and their employment will have been terminated as of that June 15 date.

Section 8. Members on layoff status will be treated as if on leave without pay for purposes of eligibility for enrolling at any institution of the former Oregon University System at the staff fee.

Section 9. The University shall not use salary rates to differentiate among non-tenure track faculty for purposes of staffing.

ARTICLE 16: SALARY

Section 1. Retirement Plan Contributions.

Bargaining unit faculty members shall be eligible to participate in the Public Employees Retirement System (PERS), the Oregon Public Service Retirement Plan (OPSRP), the Optional Retirement Plan (ORP), the Tax-Deferred Investment 403(b) Plan (TDI), and the Oregon Savings Growth Plan as set forth by Oregon law.

A. Public Employees Retirement System Individual Account Program (IAP). For work performed on and after January 1, 2004, Western Oregon University shall pay on behalf of members of the Public Employees Retirement System (PERS) the statutorily required employee contribution to the Individual Account Program under ORS 238A.330 and pursuant to ORS 238A.335, or under ORS 238.315 if the member elected assistance under ORS 243.920.

1. The full amount of the members' required contributions paid by WOU to PERS

on behalf of members shall be considered “salary” within the meaning of ORS 238.005 (26)(a) and ORS 238A.005(17)(b)(F) for the purpose of computing “final average salary” within the meaning of ORS 238.005 (9) and ORS 238A.130, but shall not be considered “salary” for the purposes of determining the amount of required employee contributions. Pursuant to ORS 238A.335(2)(a) and through the term of this Agreement, the parties agree that employee compensation has been reduced in order to generate the funds needed to make these employee contributions; the employer will file any required notices with the Public Employees Retirement Board.

2. If the employee IAP account under ORS 238A.300 is declared invalid or is otherwise eliminated and a replacement is not available, then effective upon the date of its invalidation or elimination, a corresponding general salary increase of six percent (6%) shall be paid to participating employees, or its equivalent, pursuant to the relevant chapter of law for governing PERS employee contributions.

B. Optional Retirement Plan (ORP). For work performed on or after January 1, 2004, Western Oregon University shall pay on behalf of ORP participants the statutorily required employee contribution under ORS 243.800(8). For employees participating in the ORP hired on or after July 1, 2014, the University will make all employer contributions to the ORP required under ORS 243.800(10)(a) and (b).

C. Employer Payment of Employee Contributions. If for any reason the six percent (6%) payment of the employee contribution by Western Oregon University described in (A) and (B) above is declared invalid or is otherwise eliminated, then effective on the date of its invalidation or elimination, a corresponding general salary increase of six percent (6%) shall be paid to eligible employees. In such case, employees’ six percent (6%) contributions shall be deducted for payment to the applicable employee accounts and shall be treated as “pre-tax” contributions pursuant to Internal Revenue Code Section 414(h)(2).

D. Duplication and Remedy. In no case shall there be a six percent (6%) increase under both (1) and (2).

Section 2. Duration of Step Salary Schedule. The University and the WOUFT recognize that the agreements reached in this contract are not binding on the negotiating teams representing either party in future new contract negotiations. This means that a step salary schedule or any changes in step placements on the existing schedule will also be subject to future negotiations.

Section 3. New Hires. Newly hired members of the bargaining unit will receive compensation increases during their first full year of employment.

Section 4. Salary Step System. Faculty salaries in the bargaining unit will be assigned according to the following step system.

- A. Annual Tenure track and Tenured Faculty.** For annual tenure track and tenured faculty, there will be a 38-step salary step system for the 2017-18 academic year

(Salary Schedule Part A), starting with the normal entry level salary for Assistant Professors, with increasing steps. Twelve month faculty will be assigned annual salaries on the basis of their step value times the ratio 11 to 9.

1. For the current Bargaining Agreement, the normal entry-level salary for Assistant Professors will be step 1. For 12-month faculty, the entry level annual salary will be step 1 times the ratio 11 to 9. In consultation with the search committee, professional service prior to, during, or after the awarding of the doctorate or other terminal degree will be considered for salary adjustment purposes. One step per one year of service to a maximum of five steps will be granted.
2. Faculty members will be awarded 1 step per year of service in the salary system unless a step is not available on the salary schedule for the specified year of the biennium. Leave without pay will not be considered full-time service in figuring years of service, except in the case of Professional Leave without pay. Sabbatical leave will be considered full-time service in figuring years of service. For purposes of salary level placement, those serving as division chairs shall receive one year credit on the salary schedule for each year served as chair.
3. Faculty who receive promotion from Assistant Professor to Associate Professor or from Associate Professor to Full Professor shall receive, in addition, four steps in the salary system.
4. Assistant Professors shall not advance beyond the 10th step. Associate Professors shall not advance beyond the 32nd step.
5. **Market Place Advances** (Business & Economics and Computer Science). The University offers degrees and programs in disciplines subject to national market pressures, which cause competitive faculty starting salaries to exceed the starting salaries of other disciplines. The disciplines subject to these national salary pressures at WOU presently are those contained in the Divisions of Business & Economics and Computer Science. Other Divisions may contain disciplines that, in the future, will be subject to national market pressures on faculty starting salaries. If this happens, the University will negotiate with the Union to include other Divisions in this agreement.
 - a. Therefore, in order to make competitive starting salaries of the disciplines in these designated units the University may make starting salary offers equal to the regular step salary plus an additional twenty two percent. The market place salary advances will continue at the same percentage of the step salary as the faculty advances. Existing faculty will be converted from the previous market adjustment steps to an equivalent percentage of the step salary based on their total years of service and promotions awarded, with a limit of step 26 in the first year of the contract. The University will inform the Union of any and all market place advances. Advances made in accordance with this provision shall not be considered salary anomalies. The University may negotiate

an added adjustment beyond the percentage agreed to here with the consent of the Union.

- b. In addition, the University may provide continuing funding of up to \$100,000 for Division of Business & Economics faculty salaries, plus related other personnel expenses (OPE). This budgetary amount is to be used for the recruitment and retention of new tenure line faculty only. Such annual budgetary amount is available for each year of this contract. Salary for all faculty members hired with these funds shall be based on their position on the faculty step salary schedule plus a negotiated salary supplement amount awarded from the \$100,000 provided in this paragraph.. Salaries will be established by step placement, followed by the market adjustment (5.a), followed by the negotiated salary adjustment (5.b), in that order. The University shall notify the Union of all hires and the three components of their salary made under Market Place Advances.

6. Salary Adjustments. Salary adjustments of annual tenure and tenured faculty salaries shall occur as follows:

July 1, 2017 (12-month) September 16, 2017 (9-month) October 1, 2017 (Deferred Pay)	Annual step increase for eligible faculty on September 16, 2017 per the “September 2017” 38-step salary schedule column.

Annual Tenure track and Tenured Faculty Salary Schedule – Part A

	September 2016	September 2017*
1	50,767	51,478
2	51,260	51,782
3	52,027	52,285
4	52,813	53,068
5	53,616	53,869
6	54,438	54,688
7	55,278	55,527
8	56,138	56,385
9	57,017	57,261
10	57,916	58,157
11	58,835	59,074
12	59,775	60,012
13	60,736	60,971
14	61,718	61,951
15	62,723	62,952
16	63,750	63,977
17	64,799	65,025
18	65,872	66,095
19	66,969	67,189
20	68,090	68,308
21	69,236	69,452
22	70,406	70,621
23	71,603	71,814
24	72,826	73,035
25	74,076	74,283
26	75,352	75,558
27	76,657	76,859
28	77,990	78,190
29	79,352	79,550
30	80,744	80,939
31	82,166	82,359
32	83,618	83,809
33	85,102	85,290
34	86,618	86,804
35	88,218	88,350
36	89,981	89,982
37	91,780	91,781
38		93,616

*Tenured and tenure track faculty salaries for contract years 2018-2019 and 2019-2020 are to be determined through future negotiations pursuant to the contract reopener language within the Reopener Letter of Agreement dated July 1, 2017.

1. The University may grant the rank of Associate Professor to a newly hired faculty member if that faculty member has held the rank of Associate Professor at another institution of higher learning or is qualified to hold that rank under the terms of this contract. In order to prevent the creation of a salary anomaly or individual compression, the new faculty member shall be placed at step 10 on the Salary Schedule A during his/her first year of employment at WOU. Additional steps/adjustments may be provided as detailed in section 4 above.

B. Lecturers, Instructors, Non-tenure track Assistant Professors. For the non-tenure track faculty the following salary schedule will be used:

1. For the current Bargaining Agreement, eligible lecturers, instructors, and non-tenure track Assistant Professors will be assigned to the following minimum salary schedule according to the highest degree completed:

	September 2016	September 2017*
Bachelor's degree	\$27,169	\$27,713
Master's degree	\$36,216	\$36,941
Doctoral degree; Terminal degree	\$40,741	\$41,556

*Non-tenure track faculty salaries for contract years 2018-2019 and 2019-2020 are to be determined through future negotiations pursuant to the contract reopener language within the Letter of Reopener Agreement dated July 1, 2017.

2. For the current Bargaining Agreement, eligible Lecturers, Instructors, and non-tenure track Assistant Professors, with at least one year of service to WOU, will receive increases of 2% for the academic year beginning September 16, 2017:

Section 5. Summer Session 2018, 2019, and 2020: The rate of pay for the 2018, 2019, and 2020 Summer Sessions will be 20% of the faculty member's current salary rate. The rate of pay for all faculty members will be based on nine (9) credit hours for full-time teaching.

Section 6. Special Summer Compensation Rate: If a summer session course is cancelled by a dean after June 1 of the respective year due to low enrollment (i.e., a course generating less than 36 student credit hours), a faculty member, with their division chair's approval, may request in writing the "special summer compensation rate."

The "special summer compensation rate" shall be calculated as follows:

As of the first day of the course, multiply the number of student credit hours by average in-state, undergraduate tuition per credit hour for the course multiplied by two-thirds.

Guidelines for calculating the “special summer compensation rate” follows:

1. In no event shall the “special summer compensation rate” exceed the pro rata compensation rate determined by the 20% summer compensation formula described in this Section.
2. A non-tenure track faculty member may be eligible for this special summer compensation rate providing he or she teaches at 0.5 FTE or above in the spring immediately preceding that summer and is also scheduled to teach at 0.5 FTE or above in the fall immediately following.
3. Once established and agreed to by the faculty member, the “special summer compensation rate” is not subject to adjustment, either upward or downward due to increased enrollment or decreased enrollment or for any other reason.
4. All courses must generate a minimum of eighteen (18) student credit hours to allow for special summer compensation rate consideration.
5. If a request is approved, the faculty member is committed to holding the class.

ARTICLE 17: HEALTH AND DENTAL INSURANCE

Section 1. Definition of Participants. The intent of this Article is to define participants who receive an Employer contribution toward the cost of insurance. For purposes of this Agreement, the following definitions apply:

(A) Employer Insurance Program. The definition of Employer insurance includes any insurance program authorized or sponsored by the Employer to provide insurance benefits for employees of Western Oregon University.

(B) Eligibility. Faculty who meet eligibility requirements of the Employer insurance program are considered to participate.

(C) Opt-Out. Employees who meet eligibility requirements of the Employer insurance program and elect to opt-out of medical coverage are considered to participate.

Section 2. Employer Contribution. For plan years 2018, 2019, and 2020, the Employer will contribute ninety-five percent (95%) of the premium costs of the coverage, and employee will contribute five percent (5%). For these plan years, where an employee has the opportunity to choose between two (2) healthcare plans and the employee enrolls in the least expensive PEBB health plan available to them, the Employer will contribute ninety-seven (97%) of the premium costs of the coverage and the employee will contribute three percent (3%).

Section 3. Administration. The Employer will make payment for eligible faculty member insurance directly to the appropriate insurance carriers and/or administrators.

Section 4. Proprietary Interest. The Employer ceases to have proprietary interest in its own contributions to the insurance plan when it pays such funds to the carrier or to persons who have irrevocable duty to transfer such payment to carriers and/or providers when due.

ARTICLE 18: OUTSIDE EMPLOYMENT

Section 1. A member shall engage only in that outside employment which does not substantially interfere with the full and faithful performance of all institutional obligations.

Section 2. A full-time member who proposes to engage in outside professional employment shall notify the Division Chair in advance and in writing concerning the nature and extent of the activity proposed. The University reserves the right to determine whether the proposed activity is directly competitive with any of its academic programs and if so determined, to disapprove the proposed activity. Private individual instruction and tutoring is not construed as competitive employment.

Section 3. Except for incidental use of one's office and telephone, a member engaging in any outside employment shall not use the offices, telephones, facilities, equipment, supplies, or other services of the University in connection with such outside employment.

ARTICLE 19: NOTICES AND COMMUNICATION

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

For The Union:

President

American Federation of Teachers
Western Oregon University, Local 2278
Western Oregon University
Monmouth, Oregon 97361

For The University:

President

Western Oregon University
Monmouth, Oregon 97361

For The WOU Board of Trustees:

WOU Board Secretary

Western Oregon University
Monmouth, Oregon 97361

ARTICLE 20: MISCELANEOUS PROVISIONS

Section 1. The University agrees to provide an online copy of this Agreement within thirty (30) calendar days after the Agreement is signed and to provide a printed copy, at University expense, to any member, upon written request.

Section 2. Except as otherwise herein provided, the University agrees to continue its past practices with respect to leave without pay, insurance and other fringe benefits which are under the control of the University for the term of this Agreement.

Section 3. Family Medical Leave. The University will abide with current federal and state statutes concerning family medical leave.

Section 4. Bereavement Leave. Faculty members with accrued sick leave shall be eligible for sick leave or leave without pay at the option of the faculty member for any period of absence from employment to discharge the customary obligations arising from a death in the immediate family of the faculty member or the faculty member's spouse/domestic partner. Federal and State laws allow up to 2 weeks within 60 days of notice. For purposes of this Article, "immediate family" shall include spouse/domestic partner, parents, children, siblings and grandparents. Domestic partner is defined and certified by the PEBB Affidavit of Domestic Partnership.

Section 5. Professional Leave.

- A. The University recognizes the value of granting professional leave to faculty in order for them to provide service to the broader community to which the University belongs. A professional opportunity may increase a faculty member's value to the University indirectly, i.e., through that faculty member's enhanced expertise, but also has the potential to directly enhance esteem for the University by the broader public.
- B. Requests for professional leave shall be considered for opportunities including, but not limited to, visiting scholar programs (e.g., NSF), professional society appointments, State and/or National Union Leadership appointments, service on directorial boards (e.g., national, state, institutional), humanitarian or military service, and campaigns for political office. In addition to their value to the requester, consideration of granting these (and possibly other) opportunities will also include their potential to enhance the University's reputation and service to the community at large.
- C. All tenure-track and tenured faculty are eligible for professional leave.
- D. Requests for professional leave will be vetted by the relevant department/division. Requests for professional leave may be granted only with approval by the Division Chair and Dean of the relevant College.
- E. Approved professional leaves of absence of up to one (1) year will not be considered a break in service. During this time, the faculty member will continue to accrue time served toward step increases and promotion.

- F. Extensions of professional leaves beyond that one (1) year period are also subject to mutual agreement between the faculty member and their department/division. Extensions approved by the Division Chair and Dean will not be considered a break in service. Upon return to university service, the faculty member will be afforded the same position and work location as held when approved for the leave.

ARTICLE 21: SABBATICAL

Members meeting the eligibility rules for sabbatical leave provided for in OAR 580-021-0205 as revised February 2, 1993 will be considered for sabbatical leave as follows:

- A. A faculty member may be considered for sabbatical leave only after having been continuously employed in the Department of Higher Education at half-time or more for six academic or fiscal years at the rank of Instructor or above. A series of annual appointments shall be considered continuous whether or not interrupted by one or more authorized leaves of absence. However, an authorized leave of absence does not count as a year of service for purposes of the six-year requirement for sabbatical eligibility, nor does it prejudice the faculty member's right to consideration for sabbatical leave. Faculty members employed on academic-year appointments may be considered for a second sabbatical leave after thirteen (13) years of continuous service; for a third sabbatical after twenty (20) years of continuous service; and for a fourth sabbatical leave after twenty-seven (27) years of continuous service. Faculty members employed on 12-month appointments may be considered for a second or subsequent sabbatical (limited to four months) after four-and-one-half years of continuous service following return from the last sabbatical leave; or, in the alternative, may be considered for any one of the three types of sabbatical leave listed in OAR 580-021-0230 after the appropriate number of years of continuous service as designated above. Cases involving mixed terms of service, or other irregular conditions, may be adjusted by administrative officers in accordance with the principles set forth in this division.
- B. Sabbatical leave privileges may be granted to faculty members in positions of responsibility and trust, even though those staff members do not hold academic rank. Recommendations for sabbatical leave for persons not otherwise qualified may be made in exceptional cases at the discretion of individual presidents.
- C. For purposes of determining eligibility for sabbatical leave, time spent by a faculty member on an authorized military leave from a Division/institution shall be considered as institutional service, with the understanding that during the military leave the faculty member is considered to have the same academic rank held at the commencement of the leave.
- D. Salary received by a faculty member during sabbatical leave will be a percentage (determined by OAR 580-021-0225 or 0230) of the faculty member's annual rate multiplied by the average FTE at which the faculty member was appointed during the eligibility years immediately preceding the sabbatical leave. For purposes of this rule,

eligibility years are the years of continuous employment that result in the faculty member's eligibility for sabbatical leave.

- E.** Faculty members who are applying for two- or three-term sabbaticals will be allowed to divide their sabbaticals among two or three consecutive academic years subject to approval by the dean and provost.
- G.** No later than the term after return from the sabbatical leave (final term of a multi-year sabbatical leave), the faculty member shall submit a report of the accomplishments and benefits resulting from the leave, filing copies with the division chair, the dean and the provost (OAR 580-021-0215).

ARTICLE 22: FACULTY DEVELOPMENT

Section 1. The purpose of the Faculty Development Committee is to provide a peer review process for the allocation of funds for scholarly and creative faculty activities. Scholarly and creative activities are assigned duties/responsibilities of faculty members and are used as measures of faculty member's performance for awarding promotion and tenure (see Articles 7 and 8).

Section 2. The Committee shall consist of faculty representatives from all divisions. Divisions that have twenty members are entitled to two (2) representatives. Ex-officio members of the Committee will include the Provost or his/her designees.

Section 3. Each Division will elect at their first Fall Quarter divisional meeting a representative or representatives. Members of the Committee will serve three (3) year terms. One third of the Committee will be elected each year.

Section 4. The Faculty Development Committee Chair will be elected by the Committee from those members who are serving the second of a three-year term. Ex-officio members are not eligible for the position of Committee Chair.

Section 5. The responsibilities of the Committee include:

A. The allocation of resources for:

1. Scholarly and creative activities including:

- a.** Participation in professional meetings, workshops, or similar events, with a professional audience and related to research or teaching/librarianship, including related/justified travel.
- b.** Professional development/enhancement opportunities, including online opportunities, focused on improving the faculty member's professional expertise in an area directly related to their teaching/librarianship or research, including related/justified travel.

c. Project grants for research/creative activities including equipment and related/justified travel.

2. Teaching reassigned time for research and/or scholarly activities or for preparation of or revision of technologically innovative courses as outlined in Article 7.

B. Identification and consolidation of any additional funding sources.

C. Informing the faculty of availability of resources and the process for applying for them in advance of application deadlines.

Section 6. Funding Level

A. There shall be two separate funds for Faculty Development:

Type 1: Scholarly and Creative Activities
(listed above in Section 5.A.1. of this Article)

Type 2: Teaching reassigned time
(listed above in section 5.A.2 of this Article)

B. The University shall devote a total of \$200,000 funding for the 2017-2018 academic year* for Type 1 faculty development.

*Type 1 funding for contract years 2018-2019 and 2019-2020 are to be determined through future negotiations pursuant to the contract reopener language within the Reopener Letter of Agreement dated July 1, 2017.

C. Money not allocated in the first academic year of the contract period in which it is budgeted shall rollover to be allocated for award in the second academic year. Money, awarded in the second academic year to faculty, but not spent, shall rollover to the following year.

D. Teaching reassigned time will be granted according to Article 7, Section 4, A2b and A2d). Reassignments not allocated in the first academic year of the contract period in which they are budgeted shall rollover to be allocated for award in the second academic year. Reassignments awarded in the second academic year to faculty, but not used, shall rollover to the following year. A maximum of five rollover reassignments are authorized for any given year.

Section 7. Allocation of Funds

A. The Faculty Development Committee shall approve all applications for reassignment of duties that do not require additional funding and have been endorsed by the applicant's Division.

B. The Faculty Development Committee shall follow the guidelines established in consultation between the parties in deciding which applications for faculty development funding will be approved.

Section 8. The University will provide training in the grant writing process through the Office of Institutional Research and Sponsored Projects, and/or the Center for Academic Innovation.

ARTICLE 23: SUMMER SESSION

Section 1. Definition. “Summer Session” is used to identify that portion of the annual academic program that may be offered between the first Monday following June commencement and September 15. The academic work offered during the Summer Session functions under the academic requirements specified within the official University bulletin (schedule of classes) and/or WOU website.

Section 2. Appointments. Appointment to the Summer Session will be made upon the recommendation of the division and college in consultation with academic deans. All appointments are at the discretion of the President of the University. The University retains the right of appointment and assignment of load for faculty, and no faculty member employed during the academic year is assured employment in the Summer Session.

Section 3. Assignment of Duties. Assignments to Summer Session shall be based upon the needs of the summer session schedule and student course demands determined by the appropriate academic dean. The dean will consult with division chairs before making final assignments.

Section 4. Responsibilities of the Members and Disciplinary Procedures. The obligations of the faculty members on a summer session contract shall begin and end on agreed upon dates. Every day within the inclusive dates of the summer session contract is a regular day of employment except for those for which there is a legislative or employer authorization to be absent from University employment (viz., statutory holidays observed the University, leave without pay, annual leave, sabbatical leave, sick leave, and when not assigned or required for performance of the regular employment obligation).

Duties may include teaching and independent study; academic advising of students; provision for regularly scheduled office hours; assisting in the admission, orientation and registration of students; being available as needed during pre-registration, registration; service on academic year committees; and other normal duties of University faculty members. Summer session appointment notices are conditional on classes meeting a 36 student credit hour minimum.

Section 5. Cancellation of Low Enrollment Summer Session Courses. The identification and cancellation of low enrollment courses will be discussed with affected faculty members and division chairs offering the course. Faculty of low enrollment courses will be asked to voluntarily cancel a course or provide rationale for continuation by a set date or, if applicable, make written request following the procedures outlined in Article 16: SALARY, Section 5 for

the special summer compensation rate. The date will be established through consultation and examination of enrollment patterns of the previous two academic years and summer sessions, and current enrollment projections. The cancellation date will be set by the dean in consultation with the division chair. The final decision to cancel or continue a low enrollment course will be made by the dean.

Section 6. Summer Session Finals Week. In summer session, inasmuch as finals week is a week of instruction, it will be the responsibility of members to administer final examinations in those courses for which such examinations are appropriate only during the times scheduled by the University for such purposes. Permission to administer the final examinations at another time may be granted by the Dean of the College, after request by the member made through the Division Chair, and upon the demonstration of educationally justifiable reasons therefore.

Section 7. Summer Session Format and Scheduling. The University retains the right, in consultation with faculty, to organize the format and duration of Summer Session sessions (e.g., one 8-week session, two 4-four week sessions, special alternative schedules, etc.). All faculty will be notified by the Division Chair about possibilities for flexible scheduling. It is understood that in such cases, the total number of contact hours for each course will remain as originally set.

Section 8. Faculty Compensation for Summer Session 2018, 2019, and 2020. The rate of pay for the 2018, 2019, and 2020 Summer Sessions will be 20% of the faculty member's current salary rate. The rate of pay for all faculty members will be based on nine (9) credit hours for full-time teaching.

ARTICLE 24: ONLINE TEACHING

Section 1. Definitions. The Parties recognize that advances in technology, as they relate to this collective bargaining agreement, may allow for the development of technologically innovative methods of instruction. In addition, scholarship and research indicate that online and hybrid instruction have multiple qualities, methods, and approaches that differ from those inherent in traditional face-to-face teaching approaches. In view of these issues, both Parties agree to engage in the development of teaching, support, and evaluation methods that recognize the inherent differences in these modalities.

The term "Online Teaching" as used herein refers to instruction for technology enhanced course sections that are delivered both in-person (face-to-face in a classroom) and via technology. Online teaching instruction may include courses entirely online (no face-to-face meetings, asynchronous) or a combination of partially online (hybrid, proctored exams, synchronous online meetings or activities). The technology consists of Learning Management Systems (LMS) that are provided by WOU and/or personal websites created by faculty members, as well as live or recorded visual presentations and material using direct signal or cable, transmission by telephone line, fiber optic line, digital and/or analog videotape, audiotape, CDROM, computer or internet technology, email or other electronic means, now known or hereafter developed, utilized to teach any course originating from or sponsored by WOU.

Section 2. Faculty Participation. Faculty participation in online teaching shall be subject to mutual agreement between the University and the faculty member unless otherwise specified in the hiring agreement for the individual faculty member. Faculty hired with the expectation of teaching in online programs, as specified in their initial hiring agreement, will be evaluated according to teaching responsibilities for online courses. No member of the bargaining unit will arbitrarily have workload reduced, eliminated or consolidated to accommodate electronic technologies. The decision by a faculty member not to participate in online teaching courses will not be used in an evaluative manner.

Section 3. Evaluation. If an administrator or an evaluating faculty member accesses, for the purpose of evaluation, the content of an online course, the faculty member will be given 72-hours prior notice by the administrator or evaluating faculty member.

ARTICLE 25: DONATED LEAVE BANK

A. Purpose

The purpose of this is to establish a Leave Bank that will provide financial assistance to a Qualified Faculty Member who has exhausted all paid leave time and is facing leave without pay of 5 days or more due to a Qualifying Reason. The Leave Bank will be established from contributions of sick leave by faculty who are covered by the Union's collective bargaining agreement and administered by the Human Resources Office with the recommendations of a faculty committee in accordance with the procedures set forth herein.

Definitions

1. Qualified faculty member – A faculty member who is eligible for Union representation and has been employed by the University for 1,039 hours.
2. Family Members – A spouse, domestic partner, child (biological, adopted, foster, stepchild, or otherwise), parent, parent-in-law, grandparent, grandchild, or domestic partner's parent or child.
3. Qualifying Reasons –
 - Parental Leave – during the year following the birth of a child or adoption or foster placement of a child under 18, or a child 18 or older if incapable of self-care because of mental or physical disability. Includes leave to effectuate the legal process required for foster placement or adoption (12 weeks).
 - Serious Health Condition – Employee's own Serious Health Condition or to care for family members Serious Health Condition. Serious Health Condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities. (12 weeks) NOTE: Does not include an employee unable to work due to a compensable Workers Compensation injury.

- Pregnancy disability – (a form of serious health condition leave) taken by a female employee for an incapacity related to pregnancy or childbirth, occurring before or after the birth of the child, or for prenatal care. (12 weeks)
- Sick child leave taken to care for an employee’s child with an illness or injury that requires home care but is not a serious health condition. (12 weeks) Requires medical certification.
- Bereavement leave to cope with the death of a family member. (2 weeks within 60 days of notice)
- Oregon Military Family Leave is taken by the spouse or same sex domestic partner of a service member who has been called to active duty or notified of an impending call to active duty or is on leave from active duty during a period of military conflict. (14 days per deployment)
- Military Family Leave – a) Qualifying exigencies related to covered active duty or call to covered active duty status for the employee or family member (12 weeks); and, b) Care for a covered service member for a serious injury or illness. (26 weeks)

B. Provisions

Eligibility for Membership – A Faculty Member is eligible to apply for membership in the Donated Leave Bank after completing a minimum of six months (1,039 hours) of employment by the University. They must also be eligible for representation by the Union.

1. Application for Membership:

- a. Applications for membership will be accepted (1) during the annual open enrollment period (October 1 - October 31) or 2) in the 14 days immediately following the date an employee passes his/her initial six months (1,039 hours).
- b. A full 8-hour sick leave donation is required regardless of the date the employee enters the program.
- c. Each member employee must donate a minimum of 8 hours of accrued sick leave annually from his or her accrued leave account. The faculty member must retain a balance of 40 hours of sick leave at the time of donation for donations above the required minimum of 8 accrued hours. One hour of leave bank time equals one hour of benefit time, regardless of the rates of pay of donors and recipients.
- d. Employee must submit an Application for Enrollment form (Appendix D) to the Human Resources Office requesting membership and authorizing the deduction of sick leave.
- e. To keep his or her membership current, each member must donate the minimum amount of leave time annually. Continued membership is automatic and subsequent annual deductions of accrued leave time will occur during or immediately following the annual enrollment period. To discontinue membership, the employee must forward a written notice to the Human Resources Office during the annual enrollment period, requesting withdrawal from the program. Individuals withdrawing from the program will not be entitled to receive any refund of previously donated time nor will they be eligible for any benefit from this program until and unless they are accepted for membership in a subsequent annual enrollment period.
- f. Only enrolled members may receive benefits.
- g. A minimum participation of sixty (60) faculty members is required to establish and maintain the Donated Leave Bank program. Should enrollment fall below sixty

participants, the Leave Bank may be terminated. Prior to termination, the University will meet and consult with the Union to discuss alternatives to termination.

- h. Benefits may not be used to extend the length of an employee's contract or FTE.

2. Request for Benefits:

- a. An employee shall become eligible the day after his/her application for membership is received. An employee requesting benefits must exhaust all paid leave time before using any leave time from the Leave Bank.
- b. Requests for benefits are to be submitted by the employee on a Request for Benefit form (Appendix E) to the Human Resources Office. If the employee is physically unable to do so, the forms may be submitted on the employee's behalf.
- c. The following information must be submitted:
 - Name and Job Title
 - The number of hours requested from the Leave Bank. Number of hours may not exceed 520 hours in a rolling 12-month period.
 - A physician's certificate stating the nature of the illness or injury and the estimated date of return to duty, or, if the leave request is to care for a family member, a physician's certification regarding the family member's serious health condition. The certification form is available through the Office of Human Resources webpage or at <http://www.dol.gov/regs/compliance/whd/fmla/wh380.pdf>
Other qualifying reasons listed in Definitions may require specific documentation.
- d. Unless the request is an emergency, it must be submitted a minimum of two weeks prior to the date the employee requests the benefits to begin.

3. Benefits:

- a. Benefits will only be awarded for requests determined by the Director of Human Resources to be in compliance with this policy and for Serious Health Conditions as defined under the Family and Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA) and recommended by the Donated Leave Bank Advisory Committee. Benefits will not be awarded for short-term illnesses e.g., colds, flu, viruses or worker's compensation.
- b. Following approval of the request, benefits will begin when all paid leave accruals and short-term disability (if applicable) have been exhausted. This includes sick leave, vacation (if applicable), holiday time, and administrative leave (if applicable).
- c. An employee requesting benefits for their own illness or injury shall be entitled to a maximum of 520 hours or the number of hours necessary to satisfy his/her waiting period for Long Term Disability benefits (if applicable), whichever is less.
 - a. In the case of an employee requesting benefits for the care of an immediate family member, benefits shall not exceed 520 hours or the time necessary to give the employee twelve (12) weeks leave, whichever is less.
 - b. In no case will hours be granted from this Leave Bank which will provide paid leave time beyond twelve weeks within a "rolling" 12-month period.
 - c. Benefits may be awarded for a maximum of 520 hours within a "rolling" 12-month period.
- d. The recommendation to approve or deny a request by the Donated Leave Bank Advisory Committee and the determination of compliance by the Director of Human Resources for benefits is final. Upon request, the Director will meet with the employee

and/or his/her designated representative to discuss the committee's recommendation and his/her determination of compliance to deny benefits under the policy.

- e. The recipient employee is responsible for all tax liabilities that occur as a result of receiving this benefit.
- f. Upon approval of a request for benefits, the Human Resources Office will credit the recipient employee's sick leave accrual account the number of hours approved.
 - g. Should an employee recover and return to duty prior to exhausting all Donated Leave Bank hours credited, the unused hours shall be returned to the Donated Leave Bank.
 - h. Employees utilizing benefits from this Donated Leave Bank shall cease accrual of sick leave benefits. Upon return to full duty, the employee will be credited with the amount of applicable sick leave, which they should have earned during the period they were receiving benefit from the Bank.
- i. At the end of each month in which an employee utilizes benefits from this Donated Leave Bank that employee shall report to the Human Resources Office the total number of benefit hours used within that month. The form for reporting this information shall be designated by the Human Resources Office.

4. Human Resources Office Responsibility

- a. The Human Resources Office will maintain all records relating to the Leave Bank. These records may include, but are not limited to: membership roster, leave balances, usage reports, etc.
- b. The Human Resources Office will maintain the Leave Bank balance in total hours. The balance will be equal to the number of hours donated, minus the total hours used.
- c. The Human Resources Office shall upon request, either meet with the Union or provide written reports indicating the number of hours in the bank, the number of active participants, and bank benefits utilization to date by year. Should the donated leave bank balance fall below 1040 hours, the Human Resources Office shall immediately notify the Union and solicit donations from eligible members.

C. Donated leave bank advisory committee

The Donated Leave Bank Advisory Committee will have a membership of one Union eligible faculty member from each academic division (Business and Economics, Computer Science, Creative Arts, Humanities, Health and Exercise Science, Natural Sciences and Mathematics, Behavioral Sciences, Social Sciences, Deaf & Professional Studies, and Teacher Education), and the Library and Media Services. The Director of Human Resources will be ex-officio. The Committee will review all requests for use and make recommendations regarding each request.

D. Leave bank refund

Leave hours contributed to the Leave Bank will not be refunded to the employee unless the Leave Bank is discontinued. At that time the hours will be returned to current members only, in prorated shares. If an employee separates from employment with WOU for any reason, the employee automatically loses all time they have placed in the Leave Bank, even if the plan is discontinued. Donated hours will not be returned in cases where a member applies for Leave Bank benefits and is denied.

E. Leave bank termination

Like all other articles of this Collective Bargaining Agreement, the Donated Leave Bank is subject to negotiation in Collective Bargaining, and shall not be terminated for the duration of this agreement.

ARTICLE 26: SEVERABILITY

It is the expressed intent of the parties that if any provision of this Agreement or addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the parties shall meet within thirty (30) days to begin negotiations for mutually acceptable replacement language. The remaining provisions of this Agreement and addenda shall not be invalidated thereby. All provisions not held or declared to be invalid shall remain in full force and effect.

ARTICLE 27: TOATLITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, the University and the Union had the unlimited right and opportunity, consistent with previously adopted ground rules, to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining; that all understandings and agreements negotiated are set forth in this Agreement; and that this Agreement constitutes the entire and sole agreement between the parties for its duration.

Each party, for the lifetime of this Agreement, agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

Nothing in this Article precludes mutual agreement of the parties to alter, amend, supplement, or otherwise modify in writing any of the provisions of this Agreement.

ARTICLE 28: NEGOTIATION OF SUCCESSOR AGREEMENT

For the purpose of negotiating a successor agreement, either party may give written notice during the period of October 15-November 15, 2019 of its desire to negotiate a successor Agreement specifying those new subjects or sections of this Agreement it proposes to negotiate. Such negotiations shall commence with an exchange of written proposals by the parties no later than the first week in February 2020. Those sections of this Agreement not opened by said notices or by subsequent mutual agreement shall automatically become a part of any successor agreement.

ARTICLE 29: DURATION OF AGREEMENT: This Agreement shall take effect on July 1, 2017 and shall remain in effect until June 30, 2020. Executed this XXXXXXXXXXXXXXXXXXXX.

Signed Article 29 page on file in WOU Office of Human Resources.

FOR WESTERN OREGON UNIVERSITY:

_____ Rex Fuller, President	_____ Stephen Scheck, Provost & Bargaining Chair
_____ Eric Yahnke, VP for Finance & Administration	_____ Ryan Hageman, VP and University Counsel
_____ Mark Girod, Dean, College of Education	_____ Judy Vanderburg, Director of HR
_____ Carson Campbell, USSE Bargaining Chair	

FOR THE WOU FEDERATION OF TEACHERS:

_____ Bryan Dutton, WOUFT Bargaining Chair	_____ Mark Perlman, WOUFT President	_____ Peter Callero, VP for Political Action
_____ Melanie Landon-Hays, VP for Membership	_____ Michael Baltzley, Secretary	_____ Becka Morgan, Treasurer
_____ Karen Bartholomew, AFT- Oregon	_____ Joel Alexander	_____ Scott Beaver
_____ Ed Dover	_____ Karla Hale	_____ Christine Harvey Horning
_____ Ryan Hickerson	_____ John Leadley	_____ Marie LeJeune
_____ Elisa Maroney	_____ Mary Pettenger	_____ Pete Poston
_____ Janeanne Rockwell-Kincanon	_____ Adele Shepige	_____ Gay Timken

APPENDIX A: Authorization for Dues Deduction from Salary

AMERICAN FEDERATION OF TEACHERS,
WESTERN OREGON UNIVERSITY, LOCAL 2278

Authorization for Dues Deduction from Salary Form

V Number

Last Name (Please Print)

First Name

Middle Name

Pursuant to ORS 292.055 and until further notice from me in writing delivered to the University Human Resources office, I hereby authorize, Western Oregon University, to deduct from my monthly paycheck in the customary manner the regular membership dues for the Union as established and certified by the Union.

Date Signed

Signature

Division

GRIEVANCE FORM

Grievant's Name:

Division:

Mailing address for matters relating to this grievance if other than Division:

Provision(s) of Agreement alleged to have been violated:

ARTICLE	Section:
ARTICLE	Section:
ARTICLE	Section:

Statement of Grievance: (Briefly describe the alleged event(s), situation(s) or act(s) in violation of the above indicated contract provision(s). It is understood that the grievance may include but is not limited to the information provided.)

Remedy sought:

I will be represented in this grievance by (check one):

Myself

AFT-Oregon, Local 2278

Grievant's signature

Date

NOTICE OF INTENT TO ARBITRATE FORM

The American Federation of Teachers, Western Oregon University, Local 2278 hereby gives notice of its intent to proceed to arbitration concerning the grievance of

dated

which was not resolved satisfactorily at Step Two of the grievance procedure. The following statement of the issue to be presented for arbitration is proposed:

Authorized Representative,

Date

American Federation of Teachers, Western Oregon University, Local 2278

I hereby authorize the American Federation of Teachers, Western Oregon University, Local 2278 to proceed to arbitration with my grievance. I understand and agree that by filing this notice I hereby waive any rights concerning review or appeal of the decisions as Steps One and Two of the grievance procedure by the President, or judicial review as a contested case under the Administrative Procedures Act (ORS Chapter 183). I hereby authorize the Union and the University, or its representatives, to use copies of material in my personnel file which are pertinent to this grievance and to furnish copies of the same to the arbitrator.

Grievant's signature

Date

APPENDIX D: Donated Leave Bank Enrollment Form

**ARTICLE 25
DONATED LEAVE BANK**

APPLICATION FOR ENROLLMENT FORM

Employee Name:

Date of Request: _

Department:

Position: _

Hire Date:

Phone Number: _

I hereby request enrollment for membership in the Western Oregon University Donated Leave Bank effective immediately.

I understand that my membership in the Donated Leave Bank is subject to the terms and conditions of the collective bargaining agreement with the Union, Donated Leave Bank, and that by signing this application form, I agree to be governed by said Administrative Policy.

I further authorize the Human Resources Office to deduct 8 hours of sick leave annually from my accrual account. I understand that, to continue enrollment in the Donated Leave Bank, I must donate the minimum amount of leave time determined as necessary to maintain the Leave Bank whenever there is a call for donations.

This authorization shall continue from year to year unless and until I provide the Human Resources Office with written notice of my intent to discontinue membership.

Date

Employee Signature

APPENDIX E: Donated Leave Bank Request for Benefit Form

**ARTICLE 25
DONATED LEAVE BANK**

REQUEST FOR BENEFIT FORM

Employee Name: _____ **Date of Request:** _____

Department: _____ **Position:** _____

Email: _____ **Phone Number** _____

I hereby request _____ hours of sick leave benefits from the Donated Leave Bank for the following reason (check one):

_____ Parental Leave – Taken during the year following the birth of a child or adoption or foster placement of a child under 18, or a child 18 or older if incapable of self-care because of mental or physical disability. Includes leave to effectuate the legal process required for foster placement or adoption (Up to 12 weeks).

_____ Serious Health Condition – Employee’s own serious health condition or to care for family members serious health condition. Serious Health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents the qualified family member from participating in school or other daily activities. (Up to 12 weeks) NOTE: Does not include an employee unable to work due to a compensable Workers Compensation injury.

_____ Pregnancy disability leave– (a form of serous health condition leave) taken by a female employee for an incapacity related to pregnancy or childbirth, occurring before or after the birth of the child, or for prenatal care. (Up to 12 weeks)

_____ Sick child leave - taken to care for an employee’s child with an illness or injury that requires home care but is not a serious health condition. (Up to 12 weeks) Requires medical certification.

_____ Bereavement leave - to deal with the death of a family member. (Up to 2 weeks within 60 days of notice per occurrence)

_____ Oregon Military Family Leave - taken by the spouse or same gender domestic partner of a service member who has been called to active duty or notified of an impending call to active duty or is on leave from active duty during a period of military conflict. (14 days per deployment)

_____ Military Family Leave – a) Qualifying exigencies related to covered active duty or call to covered active duty status for the employee or family member (12 weeks); and, b) Care for a covered service member for a serious injury or illness. (26 weeks)

Please include any needed documentation to support the request.

Date _____ Employee Signature _____

Healthy Workplace

Section 1. Western Oregon University is committed to having a positive learning and working environment for its students, faculty and staff. All individuals have the right to enjoy an environment free from all forms of conduct that can be considered harassing, threatening or intimidating. In addition, academic freedom can exist only when every person is free to pursue ideas in a non-threatening atmosphere of mutual respect. WOU is committed to protecting the academic freedom and freedom of expression of all members of the school community and this section on healthy workplace environments will be applied in a manner that protects those freedoms. Bullying and/or abusive conduct is reprehensible and threatening to the careers, educational experience, and wellbeing of all members of our community and will not be tolerated. This article is in addition to the Western Oregon University Sexual Harassment and Discriminatory Harassment policies.

Section 2. Bullying and/or abusive conduct is behavior that creates an intimidating environment and is likely to interfere with an individual's work or education. This conduct can be verbal, visual, physical or communicated in writing or electronically. Such conduct is typically directed against a particular individual or individuals. It includes, but is not limited to, situations in which one person has authority over another. In such situations, abusive conduct is particularly serious because it may unfairly exploit the power inherent in a supervisor's position.

- A. Examples of conduct that may be considered bullying/abusive include but are not limited to:
1. threatening or intimidating behavior or words (written or oral);
 2. obscenities/profanities (verbal or gestures) directed at a person;
 3. threatening or obscene gestures, jokes, or cartoons;
 4. degrading a person or a group on the basis of a personal or cultural characteristic;
 5. taunting, jeering, mocking, or humiliating another person through acts or words;
 6. screaming and/or yelling at others;
 7. insulting someone, especially in the presence of others; and
 8. endangering the safety of an individual or individuals.

Section 3. In considering a complaint under this policy, the following understandings shall apply:

- A. Abusive conduct must be distinguished from behavior which, even though unpleasant or disconcerting, is appropriate to the carrying out of certain instructional, advisory, or supervisory responsibilities.
- B. Instructional responsibilities require appropriate latitude for pedagogical decisions concerning the topics discussed and methods used to draw students into discussion and full participation.
- C. The fact that someone did not intend to be abusive is generally not considered a sufficient defense to a complaint, although the reasonableness of the accuser's perceptions may be considered. In most cases, it is the characteristics and the effect of the behavior on the complainant and whether a reasonable person would find the conduct abusive that determines whether the behavior was abusive.

Section 4. Western Oregon University can respond to specific instances and allegations of abusive conduct only if it is aware of them and therefore encourages anyone who believes that they have experienced abusive conduct to come forward promptly with inquiries, reports, or complaints and to seek assistance. Once a complaint is received, it is the responsibility of the dean, division chair, or similar administrator to respond to the allegations and reports of abusive conduct and take corrective action, as outlined in Article 10 sections 3-6 as appropriate, or to work with WOU Human Resources to develop such a response and corrective action. All complaints and their resolution must be reported to WOU Human Resources.

APPENDIX G: Summary Recommendations for Faculty Continuation on Tenure Track, Award of Tenure, or Award of Promotion

SUMMARY RECOMMENDATIONS FOR FACULTY CONTINUATION ON TENURE TRACK, AWARD OF TENURE, OR AWARD OF PROMOTION

Minimally, a rating of “Meets expectations” on all three areas of Teaching/Librarianship, Scholarship, and Service is required for advancement in Promotion and or Tenure.

As a whole, for the period of time leading up to application for being considered for advancement in Promotion and/or Tenure, a cumulative rating of “Meets Expectations” is expected on all three areas of Teaching/Librarianship, Scholarship and Service

Faculty member being evaluated

Year of initial appointment at WOU

Years in rank at WOU

Recommendation of the Division Personnel Review Committee (DPRC):

	Teaching /Librarianship	Scholarship	Service
Does not meet expectations	_____	_____	_____
Meets expectations	_____	_____	_____
Exceeds expectations	_____	_____	_____

The candidate should not be reappointed in accordance with the contract. See attached for a discussion of the problem(s).

The candidate should be reappointed for the following year with the understanding that current problem(s) must be addressed and rectified before tenure and promotion will be considered. See attached for a discussion of the problem(s) and recommendation(s) for action.

The candidate should be reappointed for the following year.

The candidate should be granted tenure.

The candidate should be promoted to Associate Professor.

The candidate should be promoted to Full Professor. Each

DPRC Member signs, prints their name and dates:

_____ DPRC Chair _____

Recommendation of the College or Library Dean:

	Teaching Librarianship	Scholarship	Service
Does not meet expectations		_____	_____
Meets expectations	_____	_____	_____
Exceeds expectations	_____	_____	_____

The candidate should not be reappointed in accordance with the contract. See attached for a discussion of the problem(s).

The candidate should be reappointed for the following year with the understanding that current problem(s) must be addressed and rectified before tenure and promotion will be considered. See attached for a discussion of the problem(s) and recommendation(s) for action.

The candidate should be reappointed for the following year.

The candidate should be granted tenure.

The candidate should be promoted to Associate Professor.

The candidate should be promoted to Full Professor.

Signature of Dean:

Date

Signature of Candidate:

Date

(I have received a copy of these summary recommendations)

FOR USE IN TENURE OR PROMOTION ONLY

Decision of the Provost:

	Teaching Librarianship	Scholarship	Service
Does not meet expectations		_____	_____
Meets expectations	_____	_____	_____
Exceeds expectations	_____	_____	_____

The candidate should not be granted tenure

The candidate should not be promoted to Associate Professor

The candidate should be granted tenure.

The candidate should be promoted to Associate Professor.

The candidate should not be promoted to Full Professor.

The candidate should be promoted to Full Professor.

Signature of Provost:

Date

Personnel Review Committee File Review Guidelines

Candidates for continuation, tenure, and/or promotion are expected to demonstrate proficiency in each of the following areas: Teaching, Scholarship, and Service. The language reprinted below is from Article 8, Section 2 of the Collective Bargaining Agreement

- For all candidates applying for tenure and/or promotion, a cumulative rating of “meets expectation” is expected in all three areas for the five year period of time leading up to application; in any given year, however, a faculty member may elect to concentrate their energies on one area more than another.
- “Meets expectations” means that the faculty member gives the overall impression of an active, engaged academic as evidenced by achievement in the areas of Teaching, Scholarship and Service.
- Scholarship cannot be absent as it is the core of academic life.

In addition, to the above, the following apply to faculty applying for promotion to **Full Professor**:

- Successful candidates for promotion to Full Professor continue their teaching, research and service contributions at least at the level they had established when they were promoted to associate professor with tenure
- The scholarship of successful candidates has advanced to the point where they receive notoriety in terms of their scholarship being recognized by others away from campus.
- There are higher expectations regarding the quantity and quality of service expected for applicants applying for promotion to higher ranks.

Candidate Name:

Date of Review:

Reviewed by:

FRONT MATTER (Include items 1-3)	COMMENTS
<p>1. Table of Contents</p> <p>2. Vita</p> <ul style="list-style-type: none"> • Education • Professional Experience/Employment • Scholarly Production (publications, presentations, performances, exhibitions) • Awards, Grants, Recognition • Courses taught and/or curriculum developed (summary of pedagogical contributions) • Service (summary of service contributions) <p>3. Candidate Statement</p> <ul style="list-style-type: none"> • Years in rank • Role in department and/or division • Summary of professional contributions and accomplishments • Discussion of challenges encountered • Future goals and/or plans for professional growth. 	

Reviewer's Notes:

Please Note: Candidates may demonstrate proficiency in any of the ways described by the bulleted points under each major area below. Candidates are not limited to these forms of evidence and are not expected to address all bulleted points (or types of scholarship) as there are many ways of demonstrating proficiency.

<p>TEACHING/LIBRIANSHIP</p> <p>For Teaching faculty:</p> <ul style="list-style-type: none"> • Teaching Philosophy • List of classes taught by term during promotion period. • Syllabi from a range of years for the same courses (including content, organization and methods of evaluation) to demonstrate evolution of approach. • Exams and other assessment methods • Original instructional materials • Major assignments for each class • Reflections on mentoring and oversight of student scholarship or service learning • Evidence of teaching effectiveness • Comparative data from the mutually agreed upon student course evaluation instrument (SCEI), provided by the University. Peer and supervisor evaluation and observation reports • Professional development related to instruction • Contributions to course/program design, development, or advancement • Additional evidence of instructional success 	<p>For Library faculty:</p> <ul style="list-style-type: none"> • Peer and supervisor evaluations in core areas of librarianship. • Examination of programmatic documents and contributions to library products and services, • Instructional materials, • Data from student or faculty ratings of performance in core areas of librarianship, • Reflections on evidence of impact of librarianship on student learning and academic success, • Evidence of professional renewal and updating of skills and knowledge, • Personal philosophy of librarianship, • Examples of innovations and refinements in provision of library services and products over time. 		
<p>OVERALL EVALUATION OF TEACHING</p>	<p>Does Not Meet Expectation</p>	<p>Meets Expectation</p>	<p>Exceeds Expectation</p>

Reviewer's Notes:

SCHOLARSHIP Scholarly and creative activities that involve clear goals, preparation, appropriate methods, results, and presentation on the part of the faculty and may be evidenced in one or more of the following types of scholarship adapted from Boyer (1990). ⁱ	COMMENTS
Scholarship of Discovery <ul style="list-style-type: none"> • Refereed publications (including scholarly reviews, essays, articles, monographs, chapters or books), funded research, performances, and exhibitions • Conference presentations or adjudication at state, regional, national or international meetings • Discipline-appropriate innovation (e.g. patents, methods, procedures, or other recognized contribution) • Recognition as a scholar in an identified area • External evaluation of scholarly or creative work 	
Scholarship of Integration <ul style="list-style-type: none"> • Interpretation of original research • Authorship or co-authorship of integrative scholarship • Interdisciplinary grant awards or presentations • Scholarship designed to influence organizations or governments • Scholarship at boundaries where fields converge • Education of non-specialists • Scholarly contribution in new contexts (extra-disciplinary efforts) 	
Scholarship of Application <ul style="list-style-type: none"> • Application of one's academic expertise to problems affecting individuals, institutions, or society • Peer-reviewed publications of research, case studies, or technical applications • Grant awards in support of practice; state, regional, 	

<p>national, or international recognition as a master practitioner</p> <ul style="list-style-type: none"> • Professional certifications, degrees, and other specialty credentials 			
<p>Scholarship of Teaching and Learning</p> <ul style="list-style-type: none"> • Peer-reviewed publications of research related to teaching methodology or learning outcomes • Case studies related to teaching-learning • Learning theory development • Development or testing of educational models or theories; pedagogical changes based on scholarship • Accreditation or other comprehensive program reports • Successful applications of technology to teaching and learning • State, regional, national, or international recognition as a master teacher • Published textbooks or other learning aids • Grant awards in support of teaching and learning • Outcome studies or evaluation/assessment programs • Presentations related to teaching and learning. 			
<p>OVERALL IMPRESSIONS REGARDING SCHOLARSHIP</p>	<p>Does Not Meet Expectation</p>	<p>Meets Expectations</p>	<p>Exceeds Expectations</p>

Reviewer's Notes:

<p>SERVICE</p> <p>Institutional</p> <ul style="list-style-type: none"> • Student Advising • Service to student clubs/organizations • Mentoring of junior faculty • Department/division level service • College level service • Collegiality <p>Professional level service</p> <p>Public or private community level service</p> <p>Leadership roles at institutional, public or community level</p>	<p>COMMENTS</p>		
<p>OVERALL IMPRESSIONS REGARDING SERVICE</p>	<p>Does Not Meet Expectation</p>	<p>Meets Expectation</p>	<p>Exceeds Expectation</p>
<p>Other</p> <ul style="list-style-type: none"> • Annual Faculty Reports from promotion period • Previous documentation from PRCs and Dean • Letters of support from students, colleagues, and other professional commentators • Updated CV 	<p>COMMENTS</p>		

Reviewer's notes:

APPENDIX I: Gradual Retirement Program

Western Oregon University Gradual Retirement Program

The Gradual Retirement Program provides an opportunity for a tenured faculty member to voluntarily relinquish his or her indefinite tenure in exchange for up to 1039* hours of employment in each of the following three calendar years. The purpose of this program is to assist the University in responding to changing personnel needs, availability of resources, student demand, changing curricular offerings, or similar academic or fiscally based reasons. The program may also have advantages for a faculty member moving to retirement, but wanting to do this in a phased way.

*A faculty member's retirement plan may have different 'work after retirement' restrictions (see Other Considerations below).

Eligibility

Any faculty member with indefinite tenure is eligible to apply. Approval of a faculty member's Gradual Retirement Program application is at the discretion of the faculty member's division chair, dean, and must be approved by the Provost before becoming effective.

Tenure Relinquishment

A faculty member may voluntarily decide to participate in the Program by completing, and submitting, a Gradual Retirement Program Application and Agreement form. The form should indicate the following: effective date of his or her relinquishment of indefinite tenure and resignation or retirement from his or her tenured appointment; and how many years of additional employment he or she is requesting, not to exceed 1039 work hours per calendar year nor exceed three calendar years from date of resignation or retirement. Tenure relinquishment is permanent.

Appointment Basis

Faculty who participate in the Gradual Retirement Program are appointed to a NTT academic wage appointment for the agreed upon duration of their continued employment. The academic wage appointment basis (9 months) shall be consistent with the appointment basis held prior to the faculty member's resignation or retirement. A faculty member's academic wage appointment basis may vary from the appointment basis held prior to resignation or retirement if agreed to by all parties (e.g., 12 months to 9 months). If the appointment basis is changed, the salary for the academic wage appointment is to be converted using the appropriate formula and leave (sick) will be accrued based on the new appointment basis (no exceptions).

The start date(s) for the continued annual employment period(s) should be based upon departmental needs. However, 9-month faculty members relinquishing tenure at the end of the academic year (June 15) are placed on a 9-month academic wage appointment effective

the beginning of Fall Term (September 16) with benefits provided over the summer through the “tripling” process completed in May for 9-month employees. The start date of the academic wage appointment for 9-month faculty members relinquishing tenure at the end of Fall Term (December 15) or Spring Term (March 15) will be the first of the following month. 12-month faculty members relinquishing tenure generally do so at the end of a month so as to be eligible for full benefits the following month.

Duration

Under the Gradual Retirement Program, a faculty member may be appointed to continued employment following the faculty member’s resignation or retirement for a period of one, two, or three calendar years. The Division chair and Dean may provide a one year appointment with an option to renew annually or a two or three year continuous appointment, subject to the terms and conditions of the Program. At the completion of the employment covered by the agreement, the faculty member may request continued employment as an NTT, subject to the CBA language governing employment of NTTs, including annual salary rate.

Annual Salary Rate

The faculty member will be appointed to a 9 -month academic wage appointment at his or her annual salary rate* at the time of tenure relinquishment. This rate will remain in effect for the duration of the agreement unless (1) the faculty member is granted a salary increase or (2) the University reduces the faculty member’s salary rate due to fiscal requirements or constraints outlined in the CBA. The faculty member will be eligible for salary increases as provided by the CBA for academic wage appointment faculty.

*A faculty member’s annual salary rate will be converted per the CBA, if the academic wage appointment basis is different than the appointment basis held prior to resignation or retirement (no exceptions).

Other Considerations

Assignment of duties to a faculty member at the inception of and during his or her participation in the Program will be at the discretion of the division chair and dean and described in an addendum to the agreement, which may be modified as needed. The addendum must be signed by the division chair, dean and the faculty member prior to submitting the application for final approval by the Provost.

Appointments are subject to the applicable CBA and University rules and policies.

Continuation of the faculty member’s participation in the Gradual Retirement Program during the term of the Program Agreement is contingent upon fully satisfactory service as determined by his or her department, division and college administration.

Payroll - Deferred Pay: A faculty member on a 9-month academic wage appointment is not eligible to defer their pay over 12 months.

Health Insurance: The faculty member will receive University provided health insurance

contributions if eligible based on employment FTE, PEBB eligibility requirements, and as required under the Affordable Care Act (ACA).

Retirement Contributions: The faculty member may or may not have retirement contributions made on his or her behalf by the University during the period of their employment under the Gradual Retirement Program.

Eligibility for contributions depends on the employee's individual retirement plan provisions and the employee's receipt of retirement benefit payments.

Work After Retirement Restrictions: The faculty member is responsible for personally knowing and adhering to the terms of his or her retirement plan, including without limitation those that may apply to the faculty member's acceptance of a post-retirement position with Western Oregon University. For example, PERS participants are subject to a limitation on the total number of hours they may work for any PERS employer and still remain eligible to receive retirement benefits. PERS work after retirement restrictions are determined by the faculty member's PERS tier/program (PERS Tier 1 and Tier 2 = 1039 hours; PERS OSRP = 599 hours). The University is not responsible for assisting the faculty member or monitoring his or her compliance with retirement program provisions or eligibility for retirement program benefits.

Vacation and Sick Leave Accrual

A faculty member returning in a post-retirement position, will begin the position with zero leave accruals (sick and/or vacation). The faculty member will accrue as follows:

9-month salaried academic wage appointment employee, regardless of prior appointment status or eligibility, who is appointed **at 0.50 FTE or above** for a period of 90 days or longer, receives sick leave accrual proportional to the employee's appointment percentage, at the rates provided for a regular unclassified employee.

Effective January 1, 2016: 9-month salaried academic wage appointment employees who are appointed **at less than .50 FTE** will accrue sick leave proportional to the employee's appointment percentage.

University policies and guidelines for leave administration and usage are applicable to Gradual Retirement Program participants. Leave (sick, vacation) accruals and usage are subject to University policies and procedures.

Gradual Retirement Program Application and Agreement Procedures

Faculty Member:

1. Review and become familiar with the program as outlined by the CBA
2. Visit with the Employee Benefits manager in the Office of Human Resources if you have questions about your retirement options.
3. Discuss options for continued employment with your division chair, including timing of resignation or retirement, length of possible academic wage

appointment, duties to be performed and initial work schedule.

4. Obtain and complete the Application and Agreement form. Submit completed Application and Agreement form and letter of resignation or retirement to your division chair or dean.
5. Your division chair and/or dean will provide you with a tentative schedule for the academic wage appointment. If you have questions or concerns, discuss them before you sign and return the Application and Agreement form to your division chair. Note: the review and approval process for your application cannot be completed without an addendum signed by both parties.

Division Chair:

1. Review and become familiar with the program policies.
2. Discuss availability of continued employment with the faculty member. If you have determined that continued employment can be made available to him or her, be prepared to provide information to the faculty member about the length of the appointment (up to 1039 hours for one, two or three years), classes to be taught, other duties to be performed, and the faculty member's initial work schedule.
3. Review the Application and Agreement form submitted by the faculty member. Indicate the approved number of years of employment on the form.
4. Ensure that the faculty member's letter of resignation or retirement is attached to the form.
5. Complete an addendum outlining the faculty member's new work assignments; review the addendum with the faculty member, and obtain his or her signature on the addendum. Sign it. Provide a copy to the faculty member.
6. Forward Application and Agreement Form, resignation/retirement letter, and addendum to your dean for review and Provost for approval.

Dean

1. Review Application and Agreement form, Addendum outlining the work schedule and approve as appropriate.
2. Forward the Application and Agreement form, signed Addendum, and resignation/retirement letter to the Office of Human Resources (OHR).

Office of Human Resources and the Provost

1. OHR will verify eligibility and other pertinent information prior to forwarding materials to the Provost for review and approval.
2. The Provost will review and approve, or request further information prior to approval. The Provost will contact the dean and OHR regarding the outcome of his/her review.

3. The Office of Human Resources will provide instructions for completion of the necessary transactions to move the faculty member's employment from a tenured appointment to an academic wage appointment and ensure that all completed forms are included in the official personnel record and file.

Gradual Retirement Application and Agreement

Name _____ University ID _____
Department _____ Rank _____
College/Division _____ Effective Date _____

If granted approval to participate in the Gradual Retirement Program, I hereby acknowledge and voluntarily agree to the following:

I relinquish my indefinite tenure effective _____ . I have attached a letter of retirement/resignation from my tenured appointment and relinquishing tenure effective this same date.

I understand that in consideration of relinquishment of my tenure and appointment, I will receive an academic wage appointment for continued employment of up to 1039 hours in a calendar year for no more than three years following termination of my tenured faculty appointment. I request employment for calendar years 20____, 20____ and 20____ (applicant may indicate one, two, or three consecutive years).

I understand that my work schedule and assignments are at the discretion of my division chair and dean, and may be different from my schedule and assignments in my tenured position. Further, my work assignments will be reviewed periodically and may be adjusted based upon division/college needs and considerations.

I understand that my appointment will be at my annual salary rate in effect on the date of my tenure relinquishment. I understand that I will be eligible for salary increases per the CBA during the period of this appointment. I understand that the University may reduce the salary rate of this appointment during the duration of the appointment in accord with the CBA.

I understand that I will receive University provided health insurance contributions if I am eligible based on my employment FTE and PEBB eligibility requirements. I will also receive sick leave accruals if eligible under University rules and policies.

I acknowledge that I am personally responsible for knowing and adhering to the terms of my retirement plan, including without limitation those that may apply to a post-retirement position with Western Oregon University.

I understand that continuation of my participation in the Gradual Retirement Program during the term of the Program Agreement is contingent upon fully satisfactory service as determined by my division and college administration.

I understand that this appointment is subject to the provisions of the CBA and WOU policies and standards, which are incorporated by reference herein. When signed by all parties listed below, this document becomes an employment contract.

Signature of Faculty Member Date

For Division/College Use Only: (Note: include below the total approved period of employment period for one, two or three years.)

Approved Appointment Begin Date _____ and End Date _____

Current Annual Salary Rate \$ _____ OHR Review by: _____ Date: _____

APPROVED BY:

Department Chair/Head/Director Date

Dean/Vice Provost/Vice President Date

Provost Date

(Teaching plan worksheet is available.)

Honors Senior Project/Thesis Credit Banking

Beginning with the 2014-15 academic year, the VPAA/Provost's office authorized a unique credit banking program for directing a WOU Honors Senior Project/Thesis. This form explains that agreement and also documents specific credit banking arrangements.

General Principles

- Directing an Honors Senior Project/Thesis to completion accrues 1 full academic credit of reassignment. (In three-credit departments, for example, one must advise three Honors projects/theses to earn a course release.)
- Reduced credit banking arrangements do exist for departments that require cumulative theses/projects. For instance:
 - When an Honors student enrolls in thesis courses (eg. PSY 467 & 468 or HST 420 & 499) within a department's curriculum, then that student's advisor receives half the thesis banking rate, or one-half a full academic credit.
 - If an Honors student does not take such courses (eg. when minoring in PSY), then the full one-credit thesis banking accrual rate will apply.
 - If an Honors student completes an entirely separate project in Honors vs. the one in the department, then the full rate will apply.
- No double-dipping is allowed. Specifically:
 - Advisors can accrue bankable credits either in Honors or in their departments/divisions -- not both.
 - Therefore, advisors and advisees can still propose independent study courses on the Honors thesis topic, but these courses will NOT be bankable.
- Because Honors thesis/project credits cannot be combined with other banking arrangements, Honors credits will expire after ten years.
- Contingencies involving multiple advisors, collaborative research teams, sabbaticals etc. are handled by the form below.
- Faculty advisors can earn a maximum of one course release within a two-year period.
- In the unusual instance when an advisor's contribution to an Honors thesis might be minimal or contested, the Honors Director, in consultation with the Faculty Senate Honors Committee, are authorized to reconsider the number of credits awarded.
- The Honors Director, in consultation with the Faculty Senate Honors Committee, will maintain the only authoritative listing of Honors thesis credit banking. This information will be shared with university deans and division chairs every fall.
- Policies and procedures related to Honors credit reassignment will be assessed and, when necessary, revised by the Faculty Senate Honors Committee every spring.

Contact the Director of the Honors Program for the appropriate paperwork and / or additional information

APPENDIX K: Reopener Side Letter of Agreement

REOPENER SIDE LETTER OF AGREEMENT
July 1, 2017
to the Collective Bargaining Agreement between
Western Oregon University and
the Western Oregon University Federation of Teachers
Local 2278, AFT-Oregon, AFL-CIO
Dated July 1, 2017 through June 30, 2020

Western Oregon University and the Western Oregon University Federation of Teachers (“Party” individually or “Parties” collectively), Local 2278, AFT-Oregon, AFL-CIO hereby mutually agree to reopen to negotiation Article 16: Salary* and Article 22: Faculty Development, under the following conditions:

- 1) Upon thirty (30) days’ written notice, but at no time earlier than DECEMBER 1, 2017 and no later than March 1, 2018, either party may INITIATE the commencement of negotiation on Article 16: Salary and Article 22: Faculty Development;
- 2) Reopened negotiations on Article 16 and Article 22 will address contract years 2018-2019 and 2019-2020 only.
- 3) Additionally, each Party may reopen to negotiation an additional article or section within the collective bargaining agreement during the above-described period.

The Parties agree that no other portions of the collective bargaining agreement will be negotiated other than those Articles identified above, and the additional article or section chosen by each Party.

*Article 16, Section 5 is exempted and may not be reopened by this side letter unless reopened under Section 3 above.

WOUFT:

WOU:

Bryan Dutton, Bargaining Team Chair

Rex Fuller, President

Mark Perlman, WOUFT President

Carson Campbell, WOU Counsel

**ARTICLE 16, SECTION 4.A.1 SIDE LETTER OF AGREEMENT
July 1, 2017
to the Collective Bargaining Agreement between
Western Oregon University and
the Western Oregon University Federation of Teachers
Local 2278, AFT-Oregon, AFL-CIO
Dated July 1, 2017 through June 30, 2020**

Western Oregon University and the Western Oregon University Federation of Teachers (“Party” individually or “Parties” collectively), Local 2278, AFT-Oregon, AFL-CIO hereby mutually agree that following ratification of the collective bargaining agreement dated July 1, 2017 through June 30, 2020, current University faculty at step 4 or 5 and incoming University faculty at step 4, will be reevaluated for salary adjustment consistent with Article 16, Section 4.A.1 of the new Agreement. Reevaluation and adjustment will be completed no later than September 15, 2017.

WOUFT:

WOU:

Bryan Dutton, Bargaining Team Chair

Rex Fuller, President

Mark Perlman, WOUFT President

Carson Campbell, WOU Counsel