

**COLLECTIVE BARGAINING AGREEMENT**  
*Between*  
**WESTERN OREGON UNIVERSITY**  
**AMERICAN FEDERATION OF TEACHERS, AFL-CIO**  
**Local 2278,**  
**WOUFT/OFTEHP, AFL-CIO**  
*and*  
**WESTERN OREGON UNIVERSITY**  
*July 1, 2005 through June 30, 2007*

## TABLE OF CONTENTS

Page Number

Preamble	1
Article 1 Recognition	1
Article 2 Definitions	1
Article 3 Union Rights and Responsibilities	3
Article 4 Consultation	5
Article 5 Rights of Members	5
Article 6 Appointments	6
Article 7 Assignment of Duties	6
Article 8 Evaluation	8
Article 9 Promotion and Tenure	11
Article 10 Personnel Files	14
Article 11 Responsibilities of the Members & Disciplinary Procedures	14
Article 12 Retention of Continued Employees	16
Article 13 Reserved Rights of the University	17
Article 14 Grievances	17
Article 15 Arbitration	19
Article 16 Layoff	22
Article 17 Salary	23
Article 18 Health and Dental Insurance	28
Article 19 Outside Employment	28
Article 20 Notices and Communication	29
Article 21 Miscellaneous Provisions	29
Article 22 Sabbatical	30
Article 23 Faculty Development	31
Article 24 Summer Session	
Article 25 Distance Learning	
Article 26 Severability	32
Article 27 Totality of Agreement	32
Article 28 Negotiation of Successor Agreement	33
Article 29 Duration of Agreement	34
Appendix A Authorization for Dues Deduction from Salary	35
Appendix B Grievance Form	36
Appendix C Notice of Intent to Arbitrate Form	37
Appendix D Memorandum of Understanding – New Faculty Professional Development	
Appendix E Memorandum of Understanding – Donated Leave Bank	39
Appendix F Memorandum of Understanding – Joint Task Force Committees	
Appendix G Memorandum of Understanding – Non-Salary Items	

## **PREAMBLE**

This Collective Bargaining Agreement, entered into as of May 3, 2006 is between the State of Oregon, acting by and through the State Board of Higher Education on behalf of Western Oregon University, and the Western Oregon University Federation of Teachers.

## **Article 1. RECOGNITION**

Pursuant to the certification of the Employment Relations Board 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, Adjunct Assistant Professor, Adjunct Instructor, Adjunct Lecturer and Instructor) 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 those employees whose positions are contracted solely through the WOU Division of Extended Programs, and 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:

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 is a non-contractual understanding between the University and the Union.
2. "Board" means the Oregon State Board of Higher Education.
3. "Board Rules" means the Administrative Rules of the State Board of Higher Education (also abbreviated "AR").
4. "University" means Western Oregon University.
5. "Days" means University academic workdays.
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. The term "department" 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. Because Library and Media Services staff are faculty members included in the bargaining unit, for the purpose of this contract Division will also refer to Library and Media Services.
7. As used in this agreement, the masculine purports the feminine, and the feminine the masculine.
8. "Division Chair" means the Chair or Director of a Division as defined in item 6 above.
9. "ERB" means the Employment Relations Board of the State of Oregon.
10. "Member" means an employee who is a member of the bargaining unit as defined in Article I (Recognition).
11. "Fixed Term Faculty Titles." All fixed term faculty hired to perform teaching duties will be designated by one of the following titles:
  - (a) Fixed term faculty holding baccalaureate degrees in disciplines where the Ed.D., the Ph.D or the M.F.A. is the highest earned degree shall hold the title of "Adjunct Lecturer."
  - (b) Fixed term faculty holding masters degrees in disciplines where the Ed.D. , the Ph.D or the M.F.A is the highest earned degree shall hold the title of "Adjunct Instructor."
  - (c) Fixed term faculty holding the Ed.D., Ph.D. or the M.F.A. shall hold the title of "Adjunct Assistant Professor."

- (d) Fixed term faculty holding a minimum of a master's degree in disciplines where the Ed.D. the Ph.D. or the M.F.A. is the highest earned degree who are employed on a multi-term contract shall hold the title of "Instructor".
12. "President" means the President of Western Oregon University.
  13. "Union" means the Western Oregon University Federation of Teachers, AFT Local 2278, AFL-CIO.
  14. "Unit" or "Bargaining Unit" means the bargaining unit as defined in Article 1 (Recognition).
  15. The singular purports the plural and the plural the singular as the context may require.
  16. "Program" means the officially recognized sequence/collection of courses required to complete an approved degree or set of certification/licensure requirements offered by WOU.
  17. "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.
  18. "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.
  19. "Irreparable harm" includes, but is not limited to, any of the following actual or reasonably foreseeable results of acts or conduct by the member:
    - detrimental effect on the University's reputation, public trust or confidence, or delivery or provision of services;
    - adverse impact on the member's ability to educate students or perform duties effectively; or
    - refusal, reluctance, or inability of other members or other employees or students to work or interact at the University with the member.

### **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 effect 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 during Spring term.

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, and a bookcase 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 placed in the Library for reference by faculty. 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.

#### **Article 4. CONSULTATION**

**Section 1.** 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 for a meeting. The request shall contain an agenda of items to be discussed.

**Section 2.** The parties understand and agree that meetings held as provided in Sections I of this Article shall not 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 15 (Grievances).

## **Article 5. RIGHTS OF MEMBERS**

**Section 1. Nondiscrimination and Affirmative Action.** The University and the Union will not discriminate against any member with respect to wages, hours, or any terms or conditions of employment, or in the application of the provisions of this Agreement for any reason prohibited by state or federal law or regulation. The Union agrees to support the University in the fulfillment of its affirmative action obligations.

**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 the terms of which 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.

**Section 2.** No later than the time an offer is made, a prospective faculty member will be sent a sample Notice of Appointment, a copy of this Agreement, and information concerning whether the appointment is to be fixed term or annual tenure, and concerning salary, rank, frequency of pay, etc. The prospective member will also be sent a copy of institutional statements or Board rules governing promotion and tenure criteria, if applicable, including specific reference to the negotiability of prior experience toward eligibility for tenure.



## **Article 7. ASSIGNMENT OF DUTIES**

**Section 1.** As provided in Article 11 (Responsibilities of Members), faculty members shall be available for assignment of professional duties for the entire period of their appointment. Professional duties are recognized to include teaching; scholarly or creative endeavor; service to the division, institution and the profession; and academic advising of students.

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 12 below describe aspects of a faculty member's professional responsibilities and performance in these areas shall be taken into account in all personnel actions, including the award of "merit".

**Section 2.** 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 scholarly or creative endeavor and service.

**Section 4.** The University recognizes the importance of teaching and also scholarly and creative faculty activities to the success of the institution. Full teaching assignments shall normally include 12 course credit hours of scheduled teaching (or the equivalencies in effect since the 1982-83 academic year for coaching, laboratory or similar assignments) per academic quarter. The University also recognizes the need to support faculty research and scholarship activities and may substitute research or scholarship duties for a portion of a full-time annual or full-time quarterly faculty teaching assignment. Such scholarship or research teaching assignment 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. No departments shall be granted a department-wide reduction in load. Division Chairs will assign appropriate teaching and research/scholarship/creative activity assignments when they submit the Schedule of Classes to the College Dean for approval. Each division will attempt to maintain a fair and equitable distribution of faculty workload.

Annual tenure faculty members assigned to teach two or more courses totaling six credit hours or more of 500M (600) courses (excluding graduate thesis credit) in an academic term (excluding summer) will be assigned a maximum teaching load of 9 credit hours for the terms(s) in which six or more credit hours of 500M (600) courses are taught.

Recognizing the importance of student advising and its place among the principal responsibilities of all faculty members, the Chair of each Division shall ensure that advisees are assigned on an equitable basis to the full-time, regular members of the Division.

**Section 5. Faculty Professional Report Annually.** Each faculty member shall prepare for review by his/her division colleagues a Professional Report that indicates completed activities in the following areas: teaching, course and curriculum development, academic advising, scholarship, service to the University, service to the community. Each faculty member shall submit his/her Professional Report to the Dean of the relevant College no

later than June 1st. The Provost and the Union shall meet to develop a standard form for the Professional Report.

**Section 6.** Notwithstanding the provisions of Section 4 of this Article, the University reserves the right to employ fixed term faculty on the basis that 1.00 FTE equals fifteen (15) course credit hours (or equivalents) by limiting the duties of such employees to classroom teaching. Fixed term faculty who have additional duties such as advising or campus committee work may be employed on the basis that 1.00 FTE equals twelve (12) course credit hours (or equivalents) of classroom teaching.

- 1) The university shall extend multiple-term contracts to fixed-term 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 fixed term 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 fixed term 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 fixed-term 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 fixed-term 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 fixed-term faculty member will be needed for less FTE than included in the multiple-term contract or
  - b) Evaluation of the fixed-term faculty member's performance, in accordance with Article 8, Evaluation, 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 fixed-term faculty member.

**Section 7.** 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 OUS rates, as applicable, but not less than those rates in effect at the time of agreement.

**Section 8.** 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 by the appropriate academic dean in consultation with division chairs and affected faculty. Annual review of class sizes will occur when the University master schedule is developed. The University will attempt to minimize changes to class sizes as published in the University master schedule. Any such changes will occur after consultation with affected faculty.

**Section 9.** To accommodate special interests and needs of the students, independent study assignments will continue to be made in accordance with practices in effect since the 1982-83 academic year.

**Section 10.** Assignment of professional duties of librarians, counselors, and other professional support staff 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 11.** Full-time teaching faculty shall establish and maintain a minimum of five (5) scheduled office hours per week. Those members with less than full-time appointments shall establish minimum office hours in ratio to their part-time appointment.

## **Article 8. EVALUATION**

**Section 1.** The purpose of professional evaluations shall be to encourage the improvement of individual professional performance and, subject to the provisions of Articles 12 (Retention), 9 (Promotion & Tenure), 17 (Salary), and 13 (Reserved Rights of the University), to provide a guide for decisions on salary adjustments, merit, reappointment, tenure, and promotion.

**Section 2.** Performance evaluations shall be conducted:

- A. Annually for non-tenured members of the faculty and other employees with five or fewer years continuous employment, and
- B. Once every three years for tenured faculty and other employees with more than five years continuous employment on a staggered basis. (Classroom observation of full professors shall occur only every sixth year, unless the Division Chair believes an additional observation is necessary to make an adequate evaluation.)

**Section 3.** The Division Chair shall be responsible for:

- A. Conducting these evaluations (Evaluation of faculty with split appointments will be the responsibility of the Chair of the member's primary Division with the obligation to confer with the other Division.);
- B. Developing the scope of the review and procedures for the evaluations with consultation with the appropriate Dean and the Division personnel committee.

**Section 4.** Evaluations will be conducted in accordance with the following guidelines:

- A. Evaluations will focus on performance and accomplishments of the period since the last evaluation and shall include a review of all prior annual evaluations, with particular attention given to areas, which previously needed improvement.
- B. A high rating in all components is not a prerequisite to an acceptable evaluation, although the evaluation will include each of the following components as defined and in order of their importance.
  1. Teaching as the Primary Job Assignment  
When the primary job assignment of a faculty member is the instruction of students, no other evaluation component shall be assigned as much importance as teaching, or
  2. Non-Teaching Primary Job Assignment  
If a faculty member's primary job assignment is other than teaching, that assignment shall be regarded as being of equivalent importance to teaching in all evaluations.
  3. Research and Scholarship
    - a) To continue as effective teachers, faculty members must remain in contact with the most recent advances in their disciplines and, when possible, contribute to this advancement. Faculty members, through peer reviewed

scholarship, or creative projects or performances, must demonstrate their expertise beyond the University in a forum that is appropriate to the discipline and at least regional in scope. This shall serve as the research and scholarship standard for tenure and promotion.

- b) The evaluation standard for tenure and promotion of faculty research and scholarship may include:
- Presentation of papers, the publication of books, monographs, articles, book reviews,
  - artistic performances,
  - artistic exhibitions; and/or
  - chairing and/or leading academic forums..
  - Except for the primary job assignment, no other evaluation component shall be assigned as much importance as Research and Scholarship.

4. Professional Service

Because of their academic or professional expertise, or because of their membership in the University, faculty members are often in a position to render service to the public (for example), to individuals, public schools, agencies, or units of business, industry, or government. This evaluation component is of equal importance to Institutional Service and Academic Advising.

5. Institutional Service

Faculty members are expected to contribute (for example) to divisional, divisional, or institutional governance, services to students through student welfare activities such as advising with student organizations or groups, and similar activities. This evaluation component is of equal importance to Professional Service and Academic Advising.

6. Academic Advising

Faculty members may be assigned student academic and career advisement responsibilities. When assigned, this evaluation component is of equal importance to the Institutional and Professional Service components.

**Section 5.** Evidence to be considered in evaluating performance shall include:

A. Evaluations of the employee's teaching or primary job assignment.

1. For those whose primary assignment includes teaching, teaching performance will be evaluated on the basis of-
  - a) A written peer evaluation report on the faculty member's teaching based on classroom observation and a review of syllabi, texts, tests and other class materials; and
  - b) Student ratings of classroom performance shall be used only as a supplement to other evaluative materials and shall be considered in relation to the level and type of class being rated -- e.g., core curriculum requirement, lower division course, or upper division course for majors.
2. For those whose primary assignment is a non-teaching position, performance will be evaluated on the basis of:
  - a) A written peer evaluation report on the employee's work based on observation of procedures, student support and general divisional standards; and
  - b) Administrator, faculty and, if available, student ratings of the employee's performance in a role which assists the academic mission of the institution.

Student ratings shall be used only as a supplement to other evaluative materials.

- B. A summary of professional activities and accomplishments prepared by the employee;
1. Examples of scholarly or creative endeavor and peer evaluations of the same; and
  2. Summaries of service (including academic advising) contribution prepared by the Chair or as specified by divisional procedures.

**Section 6. Evaluations for Merit.** When evaluating a faculty member for merit, performance must be considered for the period of time that has elapsed since the last University merit award process and shall be based on the categories as stipulated in this article: Teaching, Research and Scholarship, Professional Service, Institutional Service, Academic Advisement, or a Non-Teaching Primary Job Assignment.

Recommendation regarding merit may be reviewed through the grievance procedure beginning at Step 1 and ending after the Provost's level. The arbitration article shall not apply to merit grievances.

**Section 7. Evaluation Conferences.** The Division Chair shall schedule a conference with each faculty member to discuss the results of the evaluation. The 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 files in the offices of the Division, Dean and the Provost. The faculty member shall sign the report to acknowledge receipt thereof.

**Section 8. Employee 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.

**Section 9. Evaluations which Indicate Need for Improvement.** If an employee is given an evaluation which includes an indication that improvement is needed in any area(s), including collegiality, the employer shall provide the employee a written report containing specific 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 10.** In order to facilitate familiarity with the evaluation process, the Provost will review timelines and criteria of the University's faculty evaluation policies with Academic Deans, Chairpersons, members of the various Personnel Review Committees, and the Union at the beginning of each academic year.

## **Article 9. PROMOTION AND TENURE**

**Section 1. Promotion and Tenure.** Promotion to Associate Professor shall occur at the same time that Indefinite Tenure occurs. Promotion to the rank of Associate Professor prior to tenure may be awarded in cases of outstanding teaching and research or other extraordinary contributions to the faculty member's discipline. Indefinite Tenure shall become effective at the beginning of the sixth year of full time service. A faculty member may be considered for promotion to Associate Professor after three years of continuous service as Assistant Professor at this University or other colleges. In the event that Indefinite Tenure is not awarded, the faculty member shall be offered a final, one year,

non-renewable contract for the sixth year of service. The College Dean, at her/his discretion, may choose to recognize the sixth year as a final probationary period after which the faculty member shall be re-evaluated. The awarding of Indefinite Tenure prior to the fifth probationary year is possible in extraordinary cases of outstanding teaching, research and scholarship, or when eligibility for early consideration has been stipulated in the initial hiring contract. Failure to achieve early tenure shall not result in the offering of a final, one year, non-renewable contract for the next academic year.

A faculty member who is initially hired as an Associate Professor shall either be awarded tenure as a condition of hiring or shall be considered 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 tenure is not awarded, then a fourth year fixed term 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 for tenure. The awarding of Indefinite Tenure prior to the third probationary year is possible in extraordinary cases of outstanding teaching, research and scholarship, or when eligibility for early consideration has been stipulated in the initial hiring contract. Failure to achieve early tenure shall not result in the offering of a final, one year, non-renewable contract for the next academic year.

A faculty member hired as a Full Professor shall receive tenure with her/his initial appointment.

**Section 2.** Faculty members shall normally be considered for promotion to Professor not earlier than their fifth year of employment as an Associate Professor. Earlier consideration can be given under special circumstances: prior service at the Associate Professor rank at another institution or exceptional performance at this institution.

**Section 3.** During the month of October, it is the responsibility of the Chair to identify all faculty members of the Division eligible for promotion and/or tenure.

**Section 4.** Candidates for promotion and/or tenure will be responsible for preparing their files following approved University and Division procedures in effect at the time of consideration. Those files should be presented to the Division Chair by November 15.

**Section 5.** Faculty with assignments in more than one Division are responsible for initiating files for review in all areas of assignment. All records relevant to division consideration for promotion and/or tenure, including recommendations, will be sent to the faculty member's primary 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.

**Section 6.** Procedural Steps.

- A. Each Division shall have a Personnel Review Committee (PRC) 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 PRC.
- B. The PRC of each Division shall review the requests of all individuals from that Division who seek promotion and/or tenure. The PRC shall make a recommendation to the College Dean in each case with appropriate supporting information.
- C. The College Dean shall review the recommendations of the Division PRC's and forward them to the Provost with her/his separate recommendations.

- D. If the Division PRC or and the Dean concur favorably in their recommendations about a faculty member, the file should be forwarded to the President. If requested by the President, the Provost will make an independent recommendation to the President.
- E. If a Division PRC or College Dean recommends a faulty member unfavorably for tenure or promotion, the Provost shall notify the member about the recommendation(s) in writing by not later than March 1. The Provost shall inform the member of-
- 1) The source(s) of the unfavorable recommendation(s),
  - 2) The right of the member to request review from her/his College PRC under the conditions of Subsection 6H.
- F. The Provost will require a Division Chair or College Dean to provide recommendations for improvement for future tenure and promotion considerations.
- G. If a faculty member receives unfavorable recommendations from both the Division PRC and the College Dean, there shall be no review by the College PRC. In the case of a mixed recommendation from the Division PRC, the College Dean, and/or the Provost, the faculty member may make a written request for review. The faculty member shall inform the Provost of this request by March 15. If the faculty member fails to make a request by that date, the Provost will make an independent recommendation about the faculty member to the President.
- H. College Personnel Review Committees

Formation: Each College shall have a PRC comprised of one tenured member from each Division of the College. The PRC for the College of Liberal arts and Sciences shall contain a representative from the Library and Media Services. The College PRC shall be elected-with each Division electing their Division representative. No Division Chair may serve on the College PRC, except in cases when a committee quorum is otherwise impossible. The College PRC may include members of Division PRC's, but each Division is encouraged to elect representatives who are not members of that Division's PRC so as to minimize "dual" evaluations by members of the College PRC. To avoid conflicts of interest, no one who is under consideration for promotion shall serve on the College PRC. The election of these representatives shall be conducted early in fall Term as follows: Each Division Chair shall solicit nominations of tenured faculty in that division, and the faculty members in the division shall vote in a secret ballot to select their representative by majority vote. A College PRC shall convene no later than April 20 to review all requests brought to it by the Office of the Provost.

Deliberation: The College PRC shall consider all issues relating to the processes and academic judgment while making this review. The evaluative documents that are submitted by a candidate seeking tenure and/or promotion are considered a complete file once the Division PRC has finished their review and made a recommendation. The only additional items would be pertinent correspondence between the candidate, the Division PRC, the Dean and the Provost concerning their decisions on the promotion file that was submitted to the Division PRC. A College PRC may invite the candidate and the dean to address the committee and answer questions. In order to maintain fairness, if a College PRC invites either a candidate or a Dean, it must extend that same invitation to the other. A union

representative shall be present at the hearing to assure that no procedural rules are violated.

Outcome: The College PRC's recommendation will be forwarded to the President, and shall also promptly be made available to the faculty member in question, and added to that member's Personnel File.

I. A member shall have the right to representation by the union in the review by her/his College PRC.

J. The President shall review all recommendations forwarded to her/his office. Prior to making final determinations of promotion and tenure awards, the President may consult with individuals as necessary including the University Provost, College Deans, and individual members of Personnel Review Committees. Official university notification to each individual in regard to the action taken will occur by May 1 of each academic year.

K. The University will allocate in 2005-06 and 2006-07 a sum of money sufficient to fund each faculty member promotion in academic rank, a promotion increase as follows:

Assistant Professor to Associate Professor Four (4) additional steps\*

Associate Professor to Professor Four (4) additional steps

\*Refer to Article 17, Section 5, A.vii.

#### **Article 10. PERSONNEL FILES**

**Section 1.** The University shall maintain personnel files for the faculty.

**Section 2.** The official member 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.

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

**Section 4.** It is the responsibility of any person in charge of personnel files to notify the faculty member of the insertion of any derogatory material into the file. The faculty member shall have the opportunity to rebut, refute, or explain any observation or material contained in the faculty member's file.

**Section 5.** Entry of mandatory evaluation results into personnel records will be made in accordance to Article 8, Evaluation.

**Section 6.** Personnel files will contain only records that are relevant to the educational and related programs of the University, its divisions or units.

**Section 7.** The University will not solicit nor accept information from individuals or groups who wish their identity kept anonymous. Such information will be destroyed. The only exceptions are student ratings of classroom or laboratory performances of the faculty member to be included in accordance with Article 8, Evaluation.



## **Article 11. 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.

**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 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 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 12. RETENTION OF NONTENURED EMPLOYEES**

**Section 1. Faculty.** Divisions shall annually evaluate Non-tenured faculty on the basis of divisional and institutional criteria, academic standards, appropriateness for assignments, collegiality, and the terms and conditions of Article 8. Evaluation. The Division Chair must provide a written record of an employee's poor performance, as specified in Article 8, Section 7 before a non-renewal decision can be made. The Division Chair must give an employee at least (one) academic term, summers excluded, to correct any identified performance problems. If the record shows that the problem(s) continues, then a non-renewal decision is in order. The Provost shall have the responsibility of notifying the employee that he/she will not be rehired for the next academic year.

If any appointment of a full-time academic staff member who is on an annual tenure appointment as defined is not to be renewed for reasons other than for cause of financial exigency, timely notice of non-renewal shall be given in writing as follows: during the first annual appointment, mailed on or by March 15 for those whose contracts expire June 15 or at least three months' notice given prior to expiration of the appointment; during the second year of service, mailed on or by December 15 for those whose contracts expire on June 15 or at least six months given before expiration of the appointment; in the third and subsequent years, at least twelve month's notice which may be given at any time. In the event that notice is given to faculty members who are in the first year of an annual tenure appointment after the prescribed deadline, they shall receive six months' notice of non-renewal. In the event that notice is given to faculty members who are in the second year of an annual tenure appointment after the prescribed deadline, they shall receive twelve month's notice of non-renewal. Concurrent written notice shall be provided to the Union.

**Section 2.** No appointment other than one which carries indefinite tenure shall create any right, interest, or expectancy in any further appointment beyond its specific term, except

as provided in Article 16 (Layoff) and as needed to meet the requirements of timely notice, if any.

**Section 3.** Fixed-term appointments shall specify beginning and ending dates of employment, and continuing appointments are not to be anticipated.

### **Article 13. 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 14 (Grievances).

### **Article 14. 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. Resort to Other Procedures.** If prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in progress, a member seeks resolution of the matter in any external forum, whether administrative or judicial, the University shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure or pursuant to Article 16 (Arbitration).

#### **Section 3. 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, Section 4; Article 9, Section 6; Article 13; and Article 15, 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 4. 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 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 5. Presentation of Grievances.**

**Formal Grievances**

All grievances shall be presented at the proper step, in writing, within twenty (20) 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. In no event, however, shall grievances be presented more than 120 days after the act, omission, or commencement of the condition on which the grievance is based.

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

- a. The alleged event(s), situation(s), or act(s) in violation of the contract provisions;
- b. The date thereof;
- c. The specific provision of this Agreement which is in dispute; and
- d. 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 Provost (or persons in positions at a similar level) or the President, the grievance may be filed at Step 2 or 3, but in the manner provided above.

Step 1. Provost. The grievance shall be filed in writing with the Provost. The Provost 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. President's Level. Within five (5) days of the expiration of the period allowed for resolution at the Provost's level, or within five (5) days of an unsatisfactory decision at the Provost's level if that date is earlier, the grievance may be filed with the President of the University. The President 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. Chancellor's Level. Within five (5) days of the expiration of the period for response by the President at Step 2, or within five (5) days of an unsatisfactory decision by the President, the grievance may be filed with the Chancellor's Office or with his/her designee for collective bargaining. The Chancellor 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 15 (Arbitration).

**Section 6.** 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 15. 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) day 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 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 or alter the terms or provisions of this Agreement. The arbitrator shall refrain from issuing any statement, opinion, or conclusions not essential to determination of the issue submitted.

The arbitrator shall have no authority to hear or decide issues or grievances which relate to allegations of discrimination on a basis prohibited by state or federal law, regulation or rule.

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 3, Article 15 (Grievance). In cases involving the exercise of discretion, the arbitrator shall not substitute personal judgment for that of the faculty or the administrator. 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.

**Section 9. Miscellaneous Provisions.** Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the then prevailing Voluntary Labor Arbitration Rules of the American Arbitration Association or, if the parties agree, in accordance with the Associations' Expedited Arbitration Rules.

**Section 10. Precedent.** No complaint informally resolved or grievance resolved at any stage shall constitute a precedent for any purpose, unless agreed to in writing by the Board and Federation or representative.

## **Article 16. 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 are 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.

**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 the University will consider its affirmative action program and 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 annual tenure and indefinite tenure appointments, annual tenure appointments shall be laid off before indefinite tenure 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 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 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 Oregon University System at the staff fee.

## **Article 17. SALARY**

### **Section 1. Retirement Plan Contributions.**

#### **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 238.215 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 as "salary" within the meaning of ORS 238.005 (20) for the purpose of computing "final average salary" within the meaning of ORS 238.005 (8), but shall not be considered "salary" for the purposes of determining the amount of required employee contributions.
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).

#### **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 of 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. Individual Salary Base.** The salary base for determining the salary increase for faculty members currently employed shall be the faculty member's September, 2004 step salary less any stipends.

**Section 4. New Hires.** Newly hired members of the bargaining unit will receive compensation increases during their first full year of employment.

**Section 5. Salary Step System.** Faculty salaries in the bargaining unit will be assigned according to the following step system.

**A. Annual Tenure and Tenured Faculty.** For annual tenure and tenured faculty, there will be 32-step salary step system (Salary Schedule Part A, which will be a 33-step salary step system beginning Fall 2006), starting with the normal entry level salary for assistant professors, with increasing steps at intervals of 2%. Twelve month faculty will be assigned annual salaries on the basis of their step value times the ratio 11 to 9.

- i. 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. Prior service beyond 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 three steps will be granted. 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.
- ii. Faculty members will be awarded 1 step per year of service in the salary system. Leave without pay will not be considered full-time service in figuring years of service. Sabbatical leave will be considered full-time service in figuring years of service.
- iii. 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.
- iv. Assistant professors shall not receive general merit increases beyond the 24th step. Associate professors shall not receive general merit increases beyond the 28th step.
- v. **Market Place Step Advances (Business 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 and Computer Sciences. 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. Therefore, in order to make competitive starting salaries of the disciplines in these designated units the University may make starting salary offers up to a maximum of ten steps beyond the first step in the salary schedule for the rank in question. Other faculty in the disciplines affected by a market place step advance will also receive an equivalent step advance for this contract period. The University will inform the Union of any and all market place step advances. Faculty subject to these advances will be placed on the nearest highest step in the salary schedule. Step advances made in accordance with this provision shall not be considered salary anomalies. The University may negotiate added steps beyond the ten agreed to here with the consent of the Union.

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

July 1, 2005 (12-month) September 16, 2005 (9-month) October 1, 2005 (Deferred Pay Plan)	Conversion to the September, 2005 salary schedule and annual step increase for eligible faculty.
June 1, 2006 (12-month) May 16, 2006 (9-month) June 1, 2006 (Deferred Pay Plan)	Conversion to the September, 2006 salary schedule.
July 1, 2006 (12-month) September 16, 2006 (9-month) October 1, 2006 (Deferred Pay Plan)	Annual Step Increase using the September, 2006 salary schedule, for eligible faculty.

**vii. Annual Tenure and Tenured Faculty Salary Schedule Part A**

Step	September 2004	September 2005	September 2006
1	\$38,124	<b>\$39,000</b>	<b>\$39,000</b>
2	\$38,124	<b>\$39,000</b>	<b>\$39,780</b>
3	\$38,124	<b>\$39,000</b>	<b>\$40,576</b>
4	\$38,889	<b>\$39,780</b>	<b>\$41,387</b>
5	\$39,672	<b>\$40,576</b>	<b>\$42,215</b>
6	\$40,464	<b>\$41,387</b>	<b>\$43,059</b>
7	\$41,283	<b>\$42,215</b>	<b>\$43,920</b>
8	\$42,120	<b>\$43,059</b>	<b>\$44,799</b>
9	\$42,966	<b>\$43,920</b>	<b>\$45,695</b>
10	\$43,821	<b>\$44,799</b>	<b>\$46,609</b>
11	\$44,703	<b>\$45,695</b>	<b>\$47,541</b>
12	\$45,603	<b>\$46,609</b>	<b>\$48,492</b>

13	\$46,521	<b>\$47,541</b>	<b>\$49,461</b>
14	\$47,457	<b>\$48,492</b>	<b>\$50,451</b>
15	\$48,411	<b>\$49,461</b>	<b>\$51,460</b>
16	\$49,383	<b>\$50,451</b>	<b>\$52,489</b>
17	\$50,382	<b>\$51,460</b>	<b>\$53,539</b>
18	\$51,390	<b>\$52,489</b>	<b>\$54,609</b>
19	\$52,416	<b>\$53,539</b>	<b>\$55,702</b>
20	\$53,478	<b>\$54,609</b>	<b>\$56,816</b>
21	\$54,549	<b>\$55,702</b>	<b>\$57,952</b>
22	\$55,647	<b>\$56,816</b>	<b>\$59,111</b>
23	\$56,763	<b>\$57,952</b>	<b>\$60,293</b>
24	\$57,906	<b>\$59,111</b>	<b>\$61,499</b>
25	\$59,067	<b>\$60,293</b>	<b>\$62,729</b>
26	\$60,246	<b>\$61,499</b>	<b>\$63,984</b>
27	\$61,452	<b>\$62,729</b>	<b>\$65,263</b>
28	\$62,685	<b>\$63,984</b>	<b>\$66,569</b>
29	\$63,945	<b>\$65,263</b>	<b>\$67,900</b>
30	\$65,232	<b>\$66,569</b>	<b>\$69,258</b>
31	\$66,537	<b>\$67,900</b>	<b>\$70,643</b>
32	\$67,869	<b>\$69,258</b>	<b>\$72,056</b>
<b>33</b>			<b>\$73,497</b>

viii. 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.

**B. Adjunct Lecturers, Adjunct Instructors, Adjunct Assistant Professors and Instructor.** For the fixed-term faculty the following salary schedule will be used:

i. For the current Bargaining Agreement, eligible adjunct lecturers, adjunct instructors, adjunct assistant professors and instructor will be assigned to the following minimum salary schedule according to the highest degree completed:

	September 2004	September 2005	June 2006	September 2006
Bachelor's degree	\$18,918	\$19,638	\$20,405	\$20,806
Master's degree	\$25,218	\$26,177	\$27,200	\$27,735
Doctoral degree/ Terminal degree	\$28,368	\$29,447	\$30,597	\$31,200

- ii. For the current Bargaining Agreement, eligible Adjunct Lecturers, Adjunct Instructors, Adjunct Assistant Professors and Instructors above the minimums above, will receive increase as follows: 3.8% in September 2005, 3.9% in June 2006, and 2.0% in September 2006.

**Section 6. Summer Sessions 2006 and 2007:** The rate of pay for the 2006 Summer Session will be 18% of the faculty member's current salary rate. The rate of pay for part-time and full-time will be nine (9) credit hours for full-time teaching. The rate of pay for the 2007 Summer Session will be 18%, unless an enrollment target of 9,000 credit hours is reached in the summer of 2006. This enrollment must be distributed as follows: 5,500 graduate hours and 3,500 undergraduate hours. If this enrollment target is reached, the Summer Session pay rate for 2007 will be 20%.

#### **Article 18. HEALTH AND DENTAL INSURANCE**

Effective January 1, 2006 through December 31, 2006, the Employer shall make a contribution sufficient to cover the premium costs for the health, dental and basic life benefits for each eligible faculty member through the Public Employees Benefit Board (PEBB).

For plan year 2007, the Employer will increase its monthly contributions by up to twelve percent (12%) of the actual monthly composite resulting for plan year 2006 to continue to pay for these PEBB health, dental and basic life benefits. Should rates for 2007 exceed the Employer contribution, faculty members may incur out-of-pocket monthly premium costs. In the event the premium increase in excess of twelve percent (12%) is not covered by PEBB reserves, any salary increase for 2007 shall be reduced by 0.25% for each 1% increase in premiums.

#### **Article 19. 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.

**Section 4.** The University Faculty Handbook contains the policy on "Outside Activities and Related Compensation for WOU." This policy is hereby referenced and therefore is to be considered a part of this Agreement. The Current policy cannot be changed without collective bargaining with the Union.

## **Article 20. NOTICES AND COMMUNICATION**

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

For The Union:

President

Western Oregon University Federation of Teachers

Western Oregon University

Monmouth, Oregon 97361

For The University:

President

Western Oregon University

Monmouth, Oregon 97361

For The University System:

Chancellor

Oregon University System

Post Office Box 3175

Eugene, Oregon 97403

## **Article 21. MISCELLANEOUS PROVISIONS**

**Section 1.** The University agrees to reproduce copies of this Agreement at its expense within thirty (30) days after the Agreement is signed and to provide a copy to each member then or thereafter employed.

**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. 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.

## **Article 22. SABBATICAL**

Members meeting the eligibility rules for sabbatical leave provided for in OAR 580-21-0205 as revised February 2, 1993 will be considered for sabbatical leave as follows:

- A. An academic staff 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 staff member's right to consideration for sabbatical leave. Academic staff 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. Academic staff 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 580-21-0230 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 staff 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 staff 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 staff member is considered to have the same academic rank held at the commencement of the leave.
- D. Salary received by an academic staff member during sabbatical leave will be a percentage (determined by OAR 580-21-0225 or 0230) of the staff member's annual rate multiplied by the average FTE at which the staff 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 staff member's eligibility for sabbatical leave.
- E. Up to four faculty members per year who are applying for two- or three-term sabbaticals will be allowed to divide their sabbaticals among two consecutive academic years.

### **Article 23. 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 performance for awarding or merit, 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 and the Vice President for University Advancement or their 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. Travel for participation in professional meetings
  - b. Research/Professional enhancement experiences including equipment (Including related/justified travel.)
  - c. Project grants
2. Reassignment of duties for research and/or scholarly activities, or for university service.

B. Identification and consolidation of any additional funding sources.

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: Reassignment of Duties

(listed above in section 5.A.2 of this Article)

B. The University shall devote a total of \$250,000 funding for the 2005-07 biennium for faculty development.

C. Money not allocated in the academic year in which it is budgeted shall rollover to be allocated for award in the following academic 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. Consultation will occur between the WOUFT, the University and the faculty in the establishment of guidelines for the allocation of the faculty development monies described in Section 6 above in this Article, and provide these guidelines to the Faculty Development Committee by May 1, 2006. The Faculty Development Committee shall follow these guidelines 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 Teaching Research Division and the Center for Teaching and Learning.

## **ARTICLE 24 – 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<sup>th</sup>. 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 academics deans and Executive Director of the Division of Extended Programs and Summer Session, but 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 Executive Director of the Division of Extended Programs and Summer Session in consultation with the appropriate academic dean and division/department chair.

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 minimum student enrollment requirements.

Section 5. Cancellation of Low Enrollment Summer Session Courses. The identification and cancellation of low enrollment courses will be discussed with affected faculty, Dean and Division Chair of the College (COE or LAS) 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. The date will be established through consultation and examination of enrollment patterns of the previous two summer sessions, and will be set by the Division Chair and Dean. The decision to cancel or continue a low enrollment course will be made by the Division Chair, Dean and Executive Director of the Division of Extended Programs and Summer Session. The Executive Director of the Division of Extended Programs and Summer Session will not arbitrarily cancel low enrollment summer session courses.

Section 6. 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., 8 week session, 2-four week sessions, special alternative schedules, etc.). All faculty will be notified by the Division Chair and/or the Division of Extended Programs 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 Sessions 2006 and 2007: Refer to Article 17, Section 6.

## **Article 25. DISTANCE EDUCATION**

Section 1. Definitions. Distance education is defined as the use of mediated communications and instruction between faculty and students enrolled in a distance

and/or distance-campus course characterized by the separation of teacher and learner in the instructional process. Courses taught off-campus by faculty in face-to-face, real time modes would not be considered distance education under this definition. The technological linkage between faculty and students allow synchronous and/or asynchronous communications, employing voice, video, and/or print and textual information. The range of technologies used in distance education include, but are not limited to, audio-conferencing, video-teleconferencing (2-way audio and video; 2-way audio and 1-way video); videotapes, audiotapes, print materials, World Wide Web and the Internet, facsimile and CD ROMs.

Section 2. Faculty Participation. Faculty participation in distance education shall be subject to mutual agreement between the university and the faculty member. 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 distance education courses will not be used in an evaluative manner.

#### **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. TOTALITY 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, 2006 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 2007. 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 become effective upon ratification by the parties as affirmed by the signatures herein below and expires June 30, 2007 except where specifically stated otherwise in the Agreement.

FOR THE UNIVERSITY:

FOR THE FEDERATION:

\_\_\_\_\_  
John Minahan, President

\_\_\_\_\_  
WOUFT President

\_\_\_\_\_  
Jem Spectar, Provost

\_\_\_\_\_

\_\_\_\_\_  
Mark Weiss, VP for Finance & Administration

\_\_\_\_\_

\_\_\_\_\_  
Hilda Rosselli, Dean, College of Education

\_\_\_\_\_

\_\_\_\_\_  
Stephen Scheck, Dean, College of LAS

\_\_\_\_\_

\_\_\_\_\_  
Joseph Sendelbaugh, Director of Graduate Programs

\_\_\_\_\_

\_\_\_\_\_  
Judy Vanderburg, Director of Human Resources

\_\_\_\_\_

\_\_\_\_\_  
Donald Olcott, Jr., Exec. Director DEP

\_\_\_\_\_

\_\_\_\_\_  
Eric Borst, Budget Director

\_\_\_\_\_

\_\_\_\_\_  
Darin Silbernagel, Director of Business Services

\_\_\_\_\_

\_\_\_\_\_  
Gary Jensen, Director of Library and Media Services

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The State of Oregon Acting by and Through the State Board of Higher Education  
On behalf of Western Oregon University

\_\_\_\_\_ Date

\_\_\_\_\_  
Jay Kenton, Vice Chancellor  
for Finance and Administration

\_\_\_\_\_  
Rick Hampton, OUS Director of Labor Relations

**APPENDIX A**  
**WESTERN OREGON UNIVERSITY FEDERATION OF TEACHERS**  
**Local 2278 AFT, AFL-CIO**  
**Authorization for Dues Deduction from Salary**

\_\_\_\_\_  
Social Security 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 payroll office, I hereby authorize the Disbursing Officer, Oregon University System, to deduct from my monthly paycheck in the customary manner the regular membership dues for the Federation as established and certified by the Federation.

\_\_\_\_\_  
Date Signed Signature

\_\_\_\_\_  
Division

**APPENDIX B**  
**WESTERN OREGON UNIVERSITY**  
**GRIEVANCE**

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:

\_\_\_\_\_ Myself \_\_\_\_\_ WOU/FT

Grievant's signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX C**  
**NOTICE OF INTENT TO ARBITRATE**

The Western Oregon University Federation of Teachers 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  
WOU Federation of Teachers

I hereby authorize the WOU Federation of Teachers 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 Chancellor, the Board of Higher Education, or judicial review as a contested case under the Administrative Procedures Act (ORS Chapter 183). I hereby authorize the Federation 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  
MEMORANDUM OF UNDERSTANDING  
New Faculty Professional Development

The parties agree that faculty who are on steps 1 – 3 on the September 2005 salary step schedule will have access to \$500 in professional development funds. These must be used by June 30, 2007. The funds can be accessed by the faculty member contacting their division chair. The funds will be available in the same way that faculty development funds are available. The uses may be, but are not limited to, travel, conference registration, supplies, equipment, and printing costs.



APPENDIX E  
MEMORANDUM OF UNDERSTANDING  
WESTERN OREGON UNIVERSITY  
DONATED LEAVE BANK

Purpose

The purpose of this policy is to establish a Leave Bank that will provide financial assistance to a qualified member employee who has exhausted all paid leave time and is facing leave without pay of 5 days due to illness or injury. The Leave Bank will be established from contributions of sick leave by faculty who are covered by the AFT 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. Employee – A faculty member who is union eligible and has been employed by the University for 1,039 hours and has a contract for a minimum of 9 months.
2. Family Members – An employee’s mother, father, siblings, spouse, children, father-in-law and mother-in-law, and any other individual who is a legal dependent of the employee or for whom the employee has been named as legal guardian.
3. Qualifying Illness or Injury –
  - when an employee is unable to work due to a serious health condition and all of the employee’s applicable accrued leave for which he/she is eligible has been exhausted, or
  - when an employee is unable to work because his/her presence is needed to care for a family member who has a serious health condition and all of the employee’s applicable accrued leave for which he/she is eligible has been exhausted.
4. Serious Health Condition – Condition as defined by the Family Medical Leave Act (FMLA) and Oregon Family Leave Act. Such definitions are provided in Attachment A.

PROVISIONS

Eligibility for Membership – An employee is eligible to apply for membership in the Donated Leave Bank if the employee has been employed by the University for a minimum of six months (1,039 hours) and has a 9-month appointment. Must also be eligible for representation by the WOUAFT.

Application for Membership:

1. Applications for membership will be accepted only (1) during the annual open enrollment period. (July 1 for 12 month appointments, September 16 for 9 month appointments yearly) or, (2) during the fifteen-day period immediately following the date an employee passes his/her initial probationary period. A full 8-hour sick leave donation is required regardless of the date the employee enters the program.
2. Each member employee must donate a minimum of 8 hours of accrued sick leave annually from his or her accrued leave account. One hour of leave bank time equals one hour of benefit time, regardless of the rates of pay of donors and recipients.
3. Employee must submit an *Application for Enrollment* form (Attachment B) to the Human Resources Office requesting membership and authorizing the deduction of sick leave.
4. Continued membership is automatic and subsequent annual deductions of accrued leave time will occur immediately following the annual open enrollment period. To discontinue membership, the employee must forward a written notice to the Human Resources Office during the open 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 open enrollment period.
5. Only enrolled members may receive benefits. The Donated Leave Bank is in lieu of using the unearned sick leave bank set forth in OAR 580-021-0035 (5).
6. A minimum participation of sixty (60) employees is required to establish and maintain the Donated Leave Bank program. Should initial participation, or subsequent enrollment, fall below sixty employee members, the Leave Bank may be terminated. Prior to termination, the University will meet and consult with the WOUAFT to discuss alternatives to termination.

Request for Benefits:

1. 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.
2. Requests for benefits are to be submitted by the employee on a *Request for Benefit* form (Attachment C) to the Human Resources Office. If the employee is physically unable to do so, the supervisor may submit the form on the employee's behalf.
3. The following information must be submitted:
  - Employee Name and Job Title
  - The number of hours requested from the Leave Bank. Number of hours may not exceed 520 hours in a rolling 7-year period.

- A physician's certificate stating the nature of the illness or injury and the estimated date of return to duty (Attachment D), or, if the leave request is to care for a family member, a physician's certification regarding the family member's serious health condition (Attachment E).
4. Unless the request is an emergency, it must be submitted two weeks prior to the date the employee requests the benefits to begin.

Benefits:

1. Benefits will only be awarded for requests recommended by the Donated Leave Bank Advisory Committee and 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). (This excludes leave for (1) the birth of a child or to care for a newborn of an employee or (2) the placement of a child with an employee in connection with the adoption or foster care of a child). Benefits will not be awarded for short-term illnesses e.g., colds, flu, viruses or worker's compensation.
2. 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).
3. An employee requesting benefits for their own illness or injury shall be entitled to a maximum of 480 hours or the number of hours necessary to satisfy his/her waiting period for Long Term Disability benefits (if applicable), whichever is less.
  - In the case of an employee requesting benefits for the care of an immediate family member, benefits shall not exceed 480 hours or the time necessary to give the employee twelve (12) weeks leave, whichever is less.
  - 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.
  - Benefits may be awarded for a maximum of 520 hours within a "rolling" 7-year period.
4. The recommendation of the Donated Leave Bank Advisory Committee and the decision of the Director of Human Resources to approve or deny a request for benefits is final and shall not be subject to any administrative or court challenge. Upon request, the Director will meet with the employee and/or his/her designated representative to discuss the committee's recommendation and his/her decision to deny benefits under the policy.
5. The recipient employee is responsible for all tax liabilities that occur as a result of receiving this benefit.
6. 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.

7. 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.

8. Employees utilizing benefits from this Donated Leave Bank shall cease accrual of all other leave benefits, i.e., sick leave, vacation and holidays. Upon return to full duty, the employee will be credited with the amount of applicable sick leave, vacation and administrative leave accrual, which they should have earned during the period, that they were receiving benefit from the Bank.

#### Human Resources Office Responsibility

1. 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.

2. 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.

3. The Human Resources Office will solicit donations when the Leave Bank balance is less than 480 hours and there is an approved request for benefit. To keep his or her membership current, each member must donate the minimum amount of leave time determined as necessary to maintain the Leave Bank.

4. The Human Resources Office shall meet with the employee unions/associations semi-annually to submit reports indicating the number of hours in the bank, the number of active participants and, bank benefits utilization to date by year. These reports will be available the 15<sup>th</sup> of any month. A copy of the report is to be provided to the President and Vice Presidents.

#### 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 Physical Education, Natural Sciences and Mathematics, Psychology, Social Sciences, Special Education, and Teacher Education), Athletics and the Hamersly Library. The Director of Human Resources will be ex officio. The Committee will review all requests for use and make recommendations regarding each request.

#### 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.

#### Leave Bank Termination

Prior to any decision regarding termination of this Leave Bank, the Human Resources Director will meet and consult with WOUAFT to discuss alternatives to termination. The decision whether to terminate the Leave Bank shall be at the sole discretion of the President. This decision is not subject to challenge or appeal. Should the decision to terminate the plan be made, the Human Resources Office shall have the responsibility to terminate the plan pursuant to the provision of this policy.

#### SERIOUS HEALTH CONDITION DEFINITIONS

A “Serious Health Condition” means an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. Hospital Care

Inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

- a. Treatment\* two or more times by a health care provider, by a nurse or a physician’s assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider;

Or

- b. Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment (i.e. under the supervision of the health care provider.)

3. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatments

A chronic condition which:

1. Requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
2. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
3. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc).

---

\*Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

\*\*A regimen of continuing treatment includes, for example, a course of prescription medication (e.g. an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

---

5. Permanent/Long-Term Conditions Requiring Supervision

A period of incapacity, which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy) or kidney disease (dialysis).

WESTERN OREGON UNIVERSITY  
Donated Leave Bank  
Application for Enrollment

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 WOUFT, 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

WESTERN OREGON UNIVERSITY  
Donated Leave Bank  
Request for Benefit

Employee Name: \_\_\_\_\_ Date of Request:

\_\_\_\_\_  
Department: \_\_\_\_\_ Position:

\_\_\_\_\_  
Hire Date: \_\_\_\_\_ Phone  
Number \_\_\_\_\_

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

\_\_\_\_\_ 1. Employee's own serious health condition that makes the employee unable to perform the functions of his/her position. (*Employee must submit the University's Physician Certification Form within 15 calendar days from the date of request.*)

\_\_\_\_\_ 2. To care for an immediate family because such family member has a serious health condition.

Circle one: CHILD – SPOUSE – PARENT – OTHER \_\_\_\_\_



## **APPENDIX F**

### **JOINT TASK FORCE COMMITTEES**

The University and the Union agreed that four (4) Joint Task Force Committees shall be implemented during this Agreement. Both parties will appoint four (4) members to each committee. All four committees will be co-chaired by one member of each team. The four committees are:

- Joint Budget/Compensation Task Force
- Joint Faculty Workload Task Force
- Joint Faculty Life Task Force
- Joint Institutional Opportunities and Challenges Task Force

The four joint task force committees shall focus on long-range planning goals that advance the University. Specifically, they shall promote shared understanding of the issues, establish common data sets, and foster collegial dialogue on these issues. The four joint task force committees shall begin their work by May 1, 2006 and shall complete their task no later than January 6, 2007. The activities of four joint task force committees shall not be considered as collective bargaining between the parties.

## APPENDIX G

### MEMORANDUM OF UNDERSTANDING

#### NON-SALARY ITEMS

The Federation and the University agree to the following non-salary items as part of the settlement of this agreement. This memorandum of understanding will sunset on June 30, 2007.

- 1) The University will include up to two members of the faculty union executive committee on a university budget advisory committee (“committee”). This committee will advise the president of WOU on fiscal and economic matters of the University and will have access to all university financial information.
- 2) The current University commitment to maintain administrative vacancies as a cost savings measure remains in effect for this biennium. The OUS Board may exercise its authority to make campus appointments it deems necessary, including the appointment of a president.
- 3) The University agrees to a re-opener of the contract should finances improve to the extent that recurring revenues exceed recurring expenditures and the University has a plan to achieve the Board of Higher Education’s fund balance policy.
- 4) The University agrees to exchange written proposals for a new contract in February 2007, if advised of the union’s desire to do so by November 15, 2006. The union agrees that it will support WOU public events for the duration of this contract; such as commencement and family student recruitment days.