

# CBA Circular 01: What's New in the New CBA?

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## Introduction

Hello and welcome to the first CBA Circular!

In these publications, we'll summarize specific aspects of the WOUFT-WOU 2024-2027 Contract Bargaining Agreement (CBA) in plain language, hopefully making it a more useful document for our members. Although these will typically be short publications, this one is fairly long. Sorry!

This month, in the lead-up to WOUFT's ratification vote on the 2024-2027 CBA, we're sharing an article-by-article summary of major changes to help you contextualize and understand what's changed – and what hasn't – in this important document.

## Summary and Context

WOUFT and WOU bargained the 2024-2027 CBA starting in February of 2024 and ending in early October of 2024. For this contract, we used Interest-Based Bargaining (IBB), a collaborative form of bargaining that focuses on shared interests, dialogue, and consensus in order to find solutions that both teams agree are the best compromise for their constituents, the university and its broader community.

During this round of bargaining, we focused on the topics of division chairs, faculty development funds, workload, and creating a stable, secure working environment for our long-abused non-tenure track faculty. The guiding interests of both teams were improving equity, transparency, and consistency across campus, ensuring fair faculty compensation, and providing better structures to account for faculty workload.

The WOUFT bargaining team and Executive Council both feel strongly that the new CBA is a big improvement for faculty at WOU.

### General Document Cleanup and Changes

- Several articles were re-numbered; several articles were moved closer to other relevant articles; article references were updated to account for these changes
- Defined terms and other commonly used terms were checked for consistency
- General check of the whole document for consistency and contradictions
- Some minor cleanup to table layout and format
- Some minor cleanup of list structure and formatting across all articles

### New Articles and Articles with Substantial Changes

#### Article 6: Classification, Ranks, and Appointments

This article was previously titled “Appointments.”

The article now includes a section describing the system of classification and ranks that WOU uses for faculty positions, including the new “instructional faculty” classification (which will replace “non-tenure track” (NTT) and associated ranks). The article includes strong language requiring WOU to give instructional faculty 1-year contracts for their first two years of employment, with longer contracts required for instructional faculty who successfully apply for promotion to a higher rank thereafter. This is a major beneficial change for our NTT faculty, who currently receive contracts on a term-by-term basis with little recognition for the longevity of their careers at WOU.

The article now includes strong language about faculty contracts being “automatically renewed” except in cases of unsatisfactory performance or program curtailment. This is another major beneficial change, which will require WOU to be more proactive in communicating employment changes with these faculty and to document reasons for their contracts not being renewed. Currently, these faculty are not told if they will continue to be employed until very close to – or even after – the beginning of a new term.

For additional context for these changes, and for how current NTT faculty will be converted to new Instructional faculty positions, see the section on Appendix L below.

The second section of the article describes the posting of position descriptions to the university website, and also includes language requiring the university to work with faculty, division chairs, and deans to create position descriptions for all positions.

### **Article 7: Assignment of Duties and Workload**

This article was previously titled “Assignment of Duties” and contains some of the biggest changes in the entire CBA.

Traditionally, WOU has defined workload solely in terms of “credit hours” taught. This means that faculty work which took place outside of the classroom was frequently not accounted for. At the same time, this state of affairs made it difficult for faculty to gauge how much university service was appropriate or feasible. Ultimately, the old way of doing things led to overwork, burnout, and a feeling that other work was unimportant.

Although the entire article is effectively new language at this point, most of the changes stem from the creation of a way to measure faculty workload at WOU – especially in the areas where faculty often perform “invisible labor” like service, academic advising, course preps, and serving as first or second reader on exit projects.

Central to this new schema is the “workload unit” (WLU), described as follows:

1.0 faculty FTE is composed of 45 Workload Units (WLU) for faculty on a 9-month contract, and 60 WLU for those on a 12-month contract, distributed across instruction/librarianship, scholarship, and service.

The idea of WLUs may take some getting used to, but the WOUFT bargaining team is hopeful that it will ultimately benefit faculty. It is important to note that these WLU are not arbitrarily assigned by the dean or division chair. Rather, the CBA puts the creation of a workload plan in the hands of individual faculty, based on a process of consultation with their division chair and dean to ensure that the work they are doing is both an appropriate amount and meeting the needs of their department or program, division, college, and the university.

Some things we are particularly pleased with in the new schema:

- Faculty now receive workload credit for advising on a per-student basis
- Faculty service on institutional committees can now be quantified, with one WLU equaling approximately 30 hours of service over the course of an academic year

- Faculty scholarship time is now better protected, as faculty on 9-month contracts can typically only be assigned 36 out of 45 (or 48 out of 60 for faculty on 12-month contracts) WLU for “instructional” activities such as teaching courses and advising students, and need only fill 2 of those remaining WLU with service obligations
- The CBA now recognizes instructional faculty (formerly NTT faculty) as a core part of our campus community, with a minimum of 1 WLU assigned to allow instructional faculty at .085 or greater FTE to attend division meetings or engage in other types of service as needed
- All courses now define WLU based on the number of “faculty contact hours” per week, allowing for more equitable workload balancing for faculty in divisions like Creative Arts, where faculty workload in studio courses was not adequately accounted for
- Allocation of WLU for individually taught courses, replacing WOU’s existing “credit banking” model, which was full of inequity and forced faculty to choose between overwork and meeting their students’ academic needs
- WLU allocations for internships and other types of student supervision
- A more equitable way of dealing with low-enrolled classes that would not require them to be cancelled outright in most cases, and would not reduce the faculty member’s FTE or rate of pay – even for instructional faculty

In addition to the new workload model, this article defines how faculty will create their workload plans and introduces stronger protections when it comes to Order of Assignment for course load.

Because we are already in the 2024/2025 academic year, this new workload model will not be implemented until 2025/2026. However, faculty will begin working with their division chairs and deans to define their workload for the next academic year starting in winter and spring terms.

For additional context on the new workload model, and our transition to it see the sections on “Appendix K” (Examples of Workload) and “Appendix M” (Workload Transition Plan) below.

### Article 8: Division Chairs

This article is new, and describes the role, duties, and expectations for division chairs, as well as their compensation, how they are appointed to the role, and how they are evaluated. This allows us to bring division chairs fully into the bargaining unit, improves understanding of their work, and protects the faculty serving in these roles from being forced to act against faculty interests as they were during the previous administration’s implementation of Article 15 during the 2020/2021 academic year.

### Article 17: Salary

- Salary amounts at each step in the annual Tenure-Track and Tenured Faculty Salary table were updated to reflect negotiated raises of (on average) 4.04% for AY 2024/2025 and (on average) 6.07% for AY 2025/2026

- Faculty salaries for AY 2026/2027 will be determined by a mandatory reopener in early 2026
- Occupational Therapy added to the list of disciplines subject to the university's market place advance of 22%
- Twelve-month faculty salaries are now calculated at 12/9 of the step amount, rather than 11/9

### Article 23: Faculty Development Funds

Faculty Development funds were increased to \$300,000 per year.

Additionally, there is a major change to the way these funds are distributed to faculty. Under the current model, faculty may apply for a set amount of funding through the Faculty Development Committee at set times during the year. Although this process has served faculty well, the data review both bargaining teams carried out during bargaining showed that there were significant inequities across campus by division and faculty rank.

The new CBA introduces a new model, whereby each year's faculty development funds are split into major project awards (15% of the total, or \$45,000) that faculty can apply for through the Faculty Development Committee, and automatically allocated funds (85% of the total, or \$255,000) that go to every single member of the bargaining unit (including NTT/instructional faculty) on a proportional basis based on their FTE.

This is a big change, but one that puts more control of faculty development funds in the hands of individual faculty. Rather than having to put in an application and wait for approval tied to specific dates, faculty will be able to simply use the funds allocated



to them when and how they need to use them in furthering their scholarship, teaching, or professional development.

The exact amount that every faculty member receives each year will vary somewhat, as it depends on the number of members in the bargaining unit and their FTE. It will likely be less than the \$1500 typically awarded by the Faculty Development Committee under the current model, but should still support many kinds of professional development. In addition, the allocated funds will roll over for up to two years, meaning that faculty can save their funds for three years before using them to pay for more expensive travel or research.

Other changes to this article include greater clarity about what the funds can be used for, alignment of the current model's "course release" with the new workload model, and a bit more detail about the makeup of the Faculty Development Committee. WOUFT worked hard to ensure that, even with money being automatically allocated rather than going through the committee, faculty still have ultimate control over the use of these important funds.

In addition, WOUFT was able to secure a promise from the provost to make additional funds available during the 2024/2025 academic year for faculty who have already engaged in travel or scholarly activity under the assumption that they would be able to receive the full \$1500 funding amount provided by the current model. This agreement is detailed in Appendix M (Additional Transition Plans).

## Appendix K: Workload Examples

This new appendix provides detailed examples of workload:

- Instruction (including teaching courses, advising, office hours, and other types of instruction)
- Librarianship
- Service (with examples at the national, regional, and institutional level)
- Scholarship (with a broader definition of “scholarship” than previous CBAs)

The intent of this appendix is to help guide faculty through the process of creating their workload plans, and make it clearer what kinds of activities count as service, instruction, librarianship, and scholarship. They are not intended to be exhaustive lists.

## Appendix L: Instructional Faculty Transition Plan

This new appendix describes the process for transitioning faculty in NTT positions into new roles as Instructional Faculty. Although both WOU and WOUFT agreed that the new structure and classification scheme better served faculty at WOU who are not on the tenure-track, we found that we had some pretty significant understandings of what needed to be done when it came to acknowledging the work done – and the uncertainties faced – by faculty currently employed as NTT at WOU.

The WOUFT bargaining team pushed hard for an equitable, transparent, and fair process that protected as many of these important members as possible and that recognized the way they have long been mistreated by former WOU administrations. To their credit, the WOU bargaining team listened well and worked with us in good faith to create such a process.

Ultimately, we were able to secure:

- An unconditional one-year appointment during the 2024-2025 academic year for all NTT faculty whose average FTE at WOU during the 2023-2024 regular academic year was at or above 0.85 FTE
- A conditional<sup>1</sup> one-year appointment during the 2024-2025 academic year for NTT faculty whose average FTE at WOU during the 2023-2024 academic year was between 0.50 and 0.85 FTE
- A collaborative process of creating position descriptions for the new instructional faculty roles that require deans and division chairs to work directly with incumbent NTT faculty
- A guarantee of direct appointment to Instructional Faculty roles for those NTT faculty who were hired through an external search, have application materials on file or who can provide other forms of evidence of that search, and who are currently performing the same duties as described in the new position description, so long as there are no more incumbent NTT faculty in the division than there are new instructional faculty positions
- An equitable, transparent hiring process for instructional faculty positions when there are no NTT faculty who meet the requirements for a direct appointment (initially an internal hiring process, then external if needed)

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<sup>1</sup> These conditional appointments are “contingent upon factors such as budget, program needs, enrollment, and any other factors listed in the appointment letter.”

- A clear timeline for the transition of NTT faculty roles to instructional faculty roles by the end of the 2024/2025 academic year, requiring deans to notify *all* current NTT faculty of their new employment status by May 2025 at the latest

We also added an explicit call-out to the grievance process (described in Article 14 of the CBA), ensuring that there is a clear avenue for complaint for NTT faculty who believe the transition plan is not being followed properly.

Because all activities in this transition plan will be executed by the end of the 2024/2025 academic year, this appendix will sunset when the new contract expires at the end of the 2026/2027 academic year.

### Appendix M: Additional Transition Plan

The last of the new appendices, Appendix M provides additional clarity on several other types of transition during the 2024/2025 academic year. In particular, this appendix describes:

- The creation of an economic/salary committee using the IBB model to guide our mandatory economic reopener and explore ways of reducing faculty salary compression
- The process for faculty to receive additional faculty development funding from the provost's office during the 2024/2025 academic year
- The transition plan and implementation timeline for the new workload article
- The transition plan and implementation timeline for changes to division chair compensation

Like the other appendices describing transition plans, this appendix will sunset at the end of the 2026/2027 academic year.

## Articles with Minor Changes

### Article 1: Recognition

- Slight revisions in the second paragraph to more accurately and succinctly define who is and is not in the bargaining unit and to remove confusing language.

### Article 2: Definitions

- A lot of new definitions added to aid with clarity throughout the CBA
- Updates to other definitions were made when necessary for consistency, clarity, or to reflect changes in other articles

### Article 4: Joint Labor Management Committee

This article was previously titled “Consultation.” The title was changed to better reflect its contents, and to reduce confusion with our new definition for “consultation” in Article 2.

### Article 10: Assignment of Duties & Retention for Non-Tenure Track and Evaluation for Instructional & Non-Tenure Track Faculty

This article has been moved to earlier in the contract, and its title was changed slightly to reflect the new “instructional faculty” category. Because “non-tenure track” as a classification will sunset by the end of the 2024/2025 academic year, language has been added within each section to clarify which will no longer apply after that date.

## Article 24: Summer Session

Faculty are now responsible *only* for instructional duties during summer session, as defined in the new Article 7. This means that service and other duties not related to instruction are no longer expected or required of 9-month faculty who teach during summer session.

Some sections of this article were also updated to reflect the change from “credit hours” to “workload units (WLU)” as the way faculty workload is measured.

## Appendix I: Honors Senior Project/ Thesis Credit Banking

This appendix will sunset at the end of the 2024/2025 academic year, as faculty will thereafter be compensated for work on honors senior projects and honors theses with workload units, as described in the new Article 7.

## Appendix J: Reopener Side Letter of Agreement

This appendix was updated to reflect a mandatory reopener for Article 17 (Salary) starting in early 2026 to determine salary increases for the 2026-2027 academic year.