February 2022

Collective Bargaining Agreement: December 27, 1993 through June 30, 1995

Western Oregon University American Federation of Teachers

Western Oregon University

COLLECTIVE BARGAINING AGREEMENT

between

WESTERN OREGON STATE COLLEGE
AMERICAN FEDERATION OF TEACHERS, AFL-CIO

Local 2278,

AFT/OFTEHP, AFL-CIO,

and

WESTERN OREGON STATE COLLEGE

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PREAMBLE

This Collective Bargaining Agreement, entered into as of the 27th day of December, 1993, is between the State of Oregon, acting by and through the State Board of Higher Education on behalf of Western Oregon State College, and the Western Oregon State College Federation of Teachers.

Article 1. RECOGNITION

Pursuant to the certification of the Employment Relations Board dated October 5, 1977, the College 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 WOSC who hold academic rank (Professor, Associate Professor, Assistant Professor, Instructor and Lecturer) and who are regularly employed at .50 FTE or more for the purpose of collective bargaining with respect to salaries and other terms and conditions of employment. Excluded are those employees whose positions are contracted solely through the WOSC Office of Continuing Education, and all positions properly excluded by law as supervisory or confidential.

Nothing in this Agreement shall be construed to prohibit the College 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 means is stated:

1. "Agreement" means all the definitions, terms, and provision set forth in this contract consisting of 25 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. The Memorandum of Understanding is a non-contractual understanding between the College 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. "College" means Western Oregon State College.

5. "Days" means college academic workdays.

6. "Division" is used to refer to academic and administrative units within the College. When utilized in an administrative sense, "department" refers to units such as the Library, the Office of the Registrar, the Educational Media Center, and Student Services. The Library 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 Elementary 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 staff are faculty members included in the bargaining unit, for the purpose of this contract division will also refer to the library.

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 1 (Recognition).

11. "President" means the president of Western Oregon State College.

12. "Union" means the Western Oregon State College Federation of Teachers, AFT Local 2278, AFL-CIO.

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

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

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

16. "Summer Session" is used to identify that portion of the academic program beginning approximately one week following the end of spring term and ending in August. The academic work offered during the Summer Session functions under the academic requirements specified within the official college bulletin.

17. "Academic judgement" shall mean the judgement of faculty and administration concerning appointment, reappointment, promotion, tenure status and merit salary increases of numbers, and matters of curricula and educational policy.

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 College, 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 College 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 College to any other remedies, legal or equitable, to which the College may be otherwise entitled.

For the duration of the Agreement, the College 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 bargaining team will be released from all committee assignments during the academic year 1994-95 and the Team Chairperson will be released from teaching one course or equivalent duties during spring term, 1995.

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 College agrees to release the Union grievance officer from administrative and committee responsibilities.

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

The Union is permitted reasonable access to existing telephone service (excluding use of off-campus lines), and to other facilities and services of the College such as duplicating, audio-visual and meeting rooms provided such use does not interfere with the regular operations of the College. The Union will pay the College 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 College 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 College 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 College 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 College 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 College will routinely furnish the Union in a timely manner a copy of the College'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 College shall also provide the Union with a complete list of WOSC 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 College 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. College 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 College harmless from all actions taken by the College in compliance with Sections 4 and 5 of this Article.

Article 4. CONSULTATION

Section 1. Officers of the Union and the President of the College 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 1 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 College 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 College in the fulfillment of its affirmative action obligations.

Section 2. **Office Facilities.** The College 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 College 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. **Professional Meetings.** The College recognizes the benefits that accrue to the faculty member and to the College from active participation and involvement in the professional associations and societies of the various disciplines. In addition to sums available in divisional budgets, the College will provide the sum of $12,000 annually for the duration of this Agreement to support member attendance at professional meetings and conferences. The allocation of travel funds shall be made by the Provost or designees. The College agrees to continue its past practice of awarding travel funds on a reasonably equal division among the major administrative units and will continue its allocation to members of the library faculty and those who are not attached to a department or division. Priority shall be given to faculty requests in the following order:

A. To those who are making formal presentations, or chairing sessions, or are elected officers serving the conference in an official capacity, or are serving on working committees meeting during the professional meeting or conference;

B. To those who, through their attendance, provide direct assistance to the division's efforts to improve, upgrade, or enhance one or more of its programs;

C. To those who, through their attendance, can develop new skills or insights of value to the division or the College; and

D. To those who can demonstrate the value of their experience to their teaching, scholarly endeavor, or work with students.

The Provost will provide the Union with a report of annual expenditures of funds distributed under this section.

Section 5. Use of College 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 College governing use of facilities.

The facilities of the media center, duplication services, computer center and the use of College equipment are available to the faculty in connection with the professional writing, research, or approved service subject to availability and to reimbursement at prevailing rates charged by the College.

Section 6. Individual Appointments. The College will not offer an individual member an appointment the terms of which violate this Agreement.

Article 6. APPOINTMENTS

Section 1. Availability of positions in the bargaining unit will be announced in appropriate College publications such as ***Westwords***. During periods when ***Westwords*** is not published, positions 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 tenure track, 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.

Section 3. Appointment to the Summer Session will be made upon the recommendation of the division and school, but all appointments are at the discretion of the President of the College. The College retains the right of appointment and assignment of load for faculty within the Summer Session, and no faculty member employed during the academic year is assured employment in the Summer Session.

Article 7. ASSIGNMENT OF DUTIES

Section 1. As provided in Article 12 (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 College recognized 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 College 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 College 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. Full teaching assignments shall 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 College 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 College to individual faculty assignments for the purposes of strengthening selected academic programs or faculty development.

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, and Professional Report that indicates completed activities in the following areas: teaching, course and curriculum development, academic advising, scholarship, service to the college, service to the community. Each faculty member shall submit his/her professional report to the Dean of the relevant School 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 College reserves the right to employ part-time 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.

Section 7. Assignments of scheduled teaching include those courses offered on campus and/or courses offered within a thirty (30) mile radius of the campus. Faculty assigned to off-campus courses will be provided with a motor pool vehicle if available or will be reimbursed for the use of a personal automobile at the prevailing state rate.

Section 8. Wherever possible the College will endeavor to arrange teaching schedules that avoid excessive numbers of preparations and recognize evening and/or off-campus assignments.

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. Assignments to the summer session shall be based upon the needs of the summer session schedule as determined by the Director of the Summer Session in consultation with the divisions involved.

Section 11. 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 12. 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 13 (Retention), 9 (Promotion & Tenure), 17 (Salary), and 13 (Reserved Rights of the College), 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.)

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.

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.

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.

A. 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

B. 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.

C. Research and Scholarship

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 research and scholarship includes the presentation of papers, the publication of books, monographs, articles, book reviews, artistic performances, and artistic exhibitions. Except for the primary job assignment, no other evaluation component shall be assigned as much importance as Research and Scholarship.

D. Professional Service

Because of their academic or professional expertise, or because of their membership in the College, 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.

E. 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.

F. 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 3. 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;

C. Examples of scholarly or creative endeavor and peer evaluations of the same; and

D. Summaries of service (including academic advising) contribution prepared by the Chair or as specified by divisional procedures.

Section 4. 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 College 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 5. 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 6. 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 7. 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), the employer shall provide the employee with sufficient detail including suggestions for remediation and a timeline or date at which the employee shall be reevaluated regarding the area(s) of concern.

Section 8. In order to facilitate familiarity with the evaluation process, the Provost will convene a meeting of Academic Deans, Chairpersons, members of the various Personnel Review Committees, and an appointee of the Union at the beginning of each academic year to review the College's faculty evaluation policies.

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 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 School 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 School 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 third year of employment as an Associate Professor Procedural Steps.

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 College 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. Each School shall have a PRC comprised of one member from each Division of that School. The Provost shall serve as Chair. The PRC for the School of Liberal Arts and Sciences shall contain a representative from the Library.

C. 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 School Dean in each case with appropriate supporting information.

D. The School Dean shall review the recommendations of the Division PRC's and forward them to the Provost with her/his separate recommendations.

E. If the Division PRC or School Dean concur favorably in their recommendations about a faculty member, the Provost shall carry a favorable recommendation to the President.

F. If a Division PRC or School 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 February 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 School PRC under the conditions of Subsection 6H.

G. The Provost will require a Division Chair or School dean to provide recommendations for improvement for future tenure and promotion considerations.

H. If member receives two (2) unfavorable recommendations, then there is no review by the School PRC. In the case of a single negative recommendation, the member may make a written request for review. The member shall inform the Provost of this request by March 1. If the member fails to make a request by that date, the Provost shall carry the unfavorable recommendation to the President. If a member requests a review, the Provost shall convene a meeting of the School PRC.

I. A School PRC shall review all requests brought to it by the Provost. The PRC shall consider all issues relating to processes and academic judgment while making this review. The PRC shall make a recommendation to the President which shall be carried to the President by the Provost. In the event that the faculty member being reviewed is a librarian, the Dean of the School of Liberal Arts and Sciences shall serve as chair of the LAS School PRC.

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

K. The President shall review all recommendations forwarded to her/his office, consult with individuals as necessary to arrive at a final decision, and officially inform each individual of the action taken by May 1 of each academic year.

L. The College will allocate in 1993-94 and 1994-95 a sum of money sufficient to fund each faculty member promotion in academic rank, a promotion increase as follows:

Assistant Professor to Associate Professor	$1,250.00
Associate Professor to Professor	$1,750.00

Article 10. PERSONNEL FILES

Section 1. The college shall maintain personnel files for the faculty.

Section 2. The official member personnel records will be maintained on the Western Oregon State College campus in the Office of the Provost, the Office of the Dean of the School, 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 College, its divisions or units.

Section 7. The College 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 College employment (viz, statutory holidays observed by the College, 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 preregistration, 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 College 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.

Summer Sessions. The obligations of the faculty members on a summer session contract shall begin in June. 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 College employment (viz, statutory holidays observed by the College, 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; assisting in the admission, orientation and registration of students; being

available as needed during preregistration, registration; service on academic year committees; and other normal duties of College faculty members. Summer session appointment notices are conditional on classes meeting minimum student enrollment requirements. Assignments may be modified or cancelled if enrollment is insufficient.

Section 2. 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 College for such purposes. Permission to administer the final examination at another time may be granted by the Dean of the School, after request by the member made through the Division Chair, and upon demonstration of educationally justifiable reasons therefor.

Section 3. 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 State College academic community.

Section 4. **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 5. **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 6. **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 7. If the College 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 College.

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 College 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 nontenured 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 Provost shall have the responsibility of notifying the employee that he/she will not be rehired for the next academic year. Such notification from the Provost will be communicated by certified mail to the employee, mailed on or by March 15 in the calendar year prior to 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 months'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 COLLEGE

The college 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 College and in all respects carry out its ordinary and customary functions of management. All such rights, powers, authority, and responsibilities are retained by the College subject only to those limitations expressly imposed by the Agreement. Without limiting the foregoing, the College 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 college 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 13; Article 10, Section 5; Article 13, Section 3; and Article 15, Section 6.

B. "Grievant" means one or more members of the bargaining unit, the Union or the College 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 College 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 Three (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 College 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.

A. Informal Review/Investigation

The parties agree that al problems should be resolved, whenever possible, before the filing of a grievance. Further, we encourage open communications between administrators and employees so that the resort to the formal grievance procedure will not normally be necessary. The parties encourage the informal resolution of grievances and the Union grievance officer will meet with the appropriate dean concerning any conflicts, and they will review and investigate the conflict with the charge of resolving the conflict. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances.

B. 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 act, omission, or condition on which the grievance is based,
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 a dean, the Provost (or persons in positions at a similar level), or the President, the grievance may be filed at Step 2, 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 grievant may be filed with the President of the College. 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 16 (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 College 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 State System of Higher Education 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 College 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 college 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 College 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 College 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 College 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, School and College. 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 College 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 College 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 College 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.

Article 18. HEALTH AND DENTAL INSURANCE

The College will make the following flexible benefits contribution for each eligible faculty member for participation in the State Employees' Benefits Board (SEBB) Flexible Benefits Program:

Dates	Dollar Amount
07/01/93 - 12/31/93	$372 (current level)
01/01/94 - 12/31/94	$372*
01/01/95 - 06/30/95	$372*

*The College will reopen this Article within 20 days of appropriation of funds from the Executive Department for increasing these dollar amounts. The amounts will be no less than faculty at all campuses within the Oregon State System of Higher Education.

Faculty on leave without pay shall be allowed to continue group insurance by self-paying the premium for the time permitted by SEBB rules.

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 College 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 College in connection with such outside employment.

Section 4. The College Faculty Handbook contains the policy on "Outside Activities and Related Compensation for WOSC." This policy is hereby referenced and therefore are to be considered a part of this Agreement. The Current policy cannot be changed with out 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 State College Federation
of Teachers
Western Oregon State College
Monmouth, Oregon 97361

For The College:

President
Western Oregon State College
Monmouth, Oregon 97361

For The Board of Higher Education:

Chancellor
Oregon State Board of Higher Education
Post Office Box 3175
Eugene, Oregon 97403

Article 21. MISCELLANEOUS PROVISIONS

Section 1. The College 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 College agrees to continue its past practices with respect to leave without pay, insurance and other fringe benefits which are under the control of the College for the term of this Agreement.

Section 3. Members meeting the eligibility rules for sabbatical leave provided for in OAR 580-21-205 as revised July 1, 1987 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 Division 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 subsequent sabbatical leaves after completing six years of continuous service following return from the last sabbatical leave. Academic staff members employed on twelve-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 rule 580-21-230 after six years of continuous service following return from the last sabbatical leave. 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 580-21-225 or 230) 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.

Section 4. **Family Medical Leave.** The College will abide with current federal and state statutes concerning family medical leave.

Section 5. **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 up to three (3) days to discharge the customary obligations arising from the death in the immediate family of the faculty member. For purposes of the Article, "immediate family" shall include the faculty member's spouse, parents, children, siblings and grandparents.

Article 22. 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 23. TOTALITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, the College and the Union had the unlimited right and opportunity, consistent with previously adopted groundrules, 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 24. NEGOTIATION OF SUCCESSOR AGREEMENT

For the purpose of negotiating a successor agreement, the Union will send written notice to the College during the month of January in the expiration year of this Agreement specifying those new subjects or sections of this Agreement it proposes to negotiate. The College shall send written notice to the Union in the month of February in the expiration year of this Agreement specifying those new subjects or sections of this Agreement it proposes to negotiate. Those sections of this Agreement not opened by said notices or by subsequent mutual agreement shall automatically become a part of any successor agreement. Negotiation of the successor agreement shall begin no later than 90 days prior to the expiration of this Agreement or such date thereafter as may be mutually agreed upon by the parties.

Article 25. DURATION OF AGREEMENT

This Agreement shall be effective from the date of the signatures herein below through the Summer Session of 1995.

FOR THE COLLEGE:

Richard S. Meyers, President

Bill F. Cowart

William D. Neifert

Dori Beeks

Gerald R. Girod

Ross R. Cotroneo

Rich Forcier

John P. Minahan

Joe Sicotte
Chief Negotiator

FOR THE FEDERATION:

Ed Dover, President

Lawrence A. Lyon

Gary Welander

Cornelia Paraskevas

Donald Pierce

Dean M. Braa

Stephen G. Gibbons

Bob Nightengale
Chief Negotiator

The State of Oregon acting by and through
the State Board of Higher Education on
behalf of Western Oregon State College

Weldon E. Ihrig, Vice Chancellor for
Finance and Administration

Date Dec 27, 1993

APPENDIX A

WESTERN OREGON STATE COLLEGE 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 College payroll office, I hereby authorize the Disbursing Officer, Oregon Department of Higher Education, 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

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 (include date of acts or omissions complained of):

Remedy sought:

I will be represented in this grievance by:

____ Myself ____ OFT

Grievant's signature _____

Date _____

APPENDIX C

NOTICE OF INTENT TO ARBITRATE

The Western Oregon State College 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
WOSC Federation of Teachers

I hereby authorize the WOSC 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 College, 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

TENURE REDUCTION AGREEMENT

The current policy at Western Oregon State College pertaining to tenure reduction insures a $4,000 increase in salary during the final academic year for any member of the faculty in return for the relinquishment of tenure. With this action, the institution hereby agrees to the continuation of this policy in its present form through June 30, 1995.

APPENDIX E

GRANT WRITING FUND

The College will provide a grant writing fund up to $100,000 to develop grants for outside funding. The fund will be divided equally: 1) $50,000 for the use of having grant writing consultants to write grants and/or provide workshops for faculty and staff to write grants; and 2) $50,000 for faculty and staff to write grants. These funds will be used for replacement part-time faculty and staff to enable full-time faculty and staff release time for grant writing. It is the expectation of the College that all or most all of these funds will be expended during the first year of the biennium. Upon negotiation of the contract, the Provost will meet with the Union concerning the criteria for the awarding of grant monies.

APPENDIX F

LETTER OF AGREEMENT

CHILD CARE

The parties agree that when Campbell Hall becomes available for occupancy, the College will review the campus for possible space where a child care facility may be located. The College will identify space for a child care program before the end of this Agreement.

Both parties recognize that any Child Care Program will be fully self-supported as recommended by the past Task Force on May 19, 1993.

APPENDIX G

LETTER OF AGREEMENT

SUMMER SESSION

The Federation may submit recommendations for the 1995 Summer Session. These recommendations shall be submitted by February 1, 1994 to the Provost. The Provost and staff will study the recommendations until May 4, 1994. If the Provost agrees to implement any of these recommendations that affect the terms and condition of employment of bargaining unit members, the College will contact the Federation and modify this agreement accordingly.

APPENDIX H

LETTER OF AGREEMENT

ACADEMIC REGALIA

The College agrees to pay for the cost of rental of academic regalia for bargaining unit members who attend the College commencement. The Federation agrees to encourage each bargaining unit member to attend the College commencement to support the students, parent, faculty, and College.

APPENDIX I

MEMORANDUM OF UNDERSTANDING

The parties agree to this open Agreement for negotiation should the Oregon State Legislature provide specific funds to the Oregon State System of Higher Education for the funding of salaries or fringe benefits during this Agreement.