

**COLLECTIVE BARGAINING AGREEMENT**

*Between*

**WESTERN OREGON UNIVERSITY  
FEDERATION OF TEACHERS**

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

*And*

**WESTERN OREGON UNIVERSITY**

July 1, 2011 through June 30, 2013

## TABLE OF CONTENTS

	<u>Page Number</u>
Preamble .....	3
Article 1 Recognition .....	3
Article 2 Definitions .....	3
Article 3 Union Rights and Responsibilities .....	6
Article 4 Consultation .....	8
Article 5 Rights of Members .....	9
Article 6 Appointments .....	10
Article 7 Assignment of Duties .....	11
Article 8 Evaluation, Tenure and Promotion .....	16
Article 9 Personnel Files .....	25
Article 10 Responsibilities of the Members & Disciplinary Procedures .....	26
Article 11 Retention of Non Tenured Employees .....	28
Article 12 Reserved Rights of the University .....	29
Article 13 Grievances .....	30
Article 14 Arbitration .....	33
Article 15 Layoff .....	36
Article 16 Salary .....	38
Article 17 Health and Dental Insurance .....	43
Article 18 Outside Employment .....	44
Article 19 Notices and Communication .....	45
Article 20 Miscellaneous Provisions .....	46
Article 21 Sabbatical .....	47
Article 22 Faculty Development .....	48
Article 23 Summer Session .....	50
Article 24 Distance Education.....	52
Article 25 Severability .....	53
Article 26 Totality of Agreement .....	54
Article 27 Negotiation of Successor Agreement .....	55
Article 28 Duration of Agreement .....	56
Appendix A Authorization for Dues Deduction from Salary .....	57
Appendix B Grievance Form .....	58
Appendix C Notice of Intent to Arbitrate Form .....	59
Appendix D Memorandum of Understanding – Donated Leave Bank .....	60
Appendix E Summary Recommendations for Faculty Continuation on Tenure-Track, Award of Tenure, or Award of Promotion .....	68
Appendix F Division Personnel Review Committee, File Review Guidelines .....	70
Appendix G One-Time Retention Adjustment for Non Tenure Track Faculty .....	76

## ***PREAMBLE***

This Collective Bargaining Agreement, entered into as of October XX, 2011, is between the State of Oregon, acting by and through the State Board of Higher Education on behalf of Western Oregon University (WOU/University), and the American Federation of Teachers, Western Oregon University, Local 2278 (Union).

## **ARTICLE 1. RECOGNITION**

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

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

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

## **ARTICLE 2. DEFINITIONS**

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

**Section 1. "Agreement"** means all the definitions, terms, and provisions set forth in this contract consisting of 28 articles, excluding titles of articles, headings, and preamble, which are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning of any provision of this contract. A Memorandum of Understanding (MOU) is a non-contractual understanding between the University and the Union.

**Section 2. "Board"** means the Oregon State Board of Higher Education.

**Section 3. "Board Rules"** means the Administrative Rules of the State Board of Higher Education (also abbreviated "AR").

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

**Section 5. "Days"** means University academic workdays.

**Section 6. "Division"** is used to refer to academic and administrative units within the University. When utilized in an administrative sense, "department" refers to units such as Library and Media Services, the Office of the Registrar, and Student Services. Library and Media Services functions as an administrative department providing direct support for all aspects of the academic program. When utilized in an academic sense, "division" will refer to an academic unit which has been designated as being sufficiently large in terms of number of faculty assigned or sufficiently distinct in terms of academic mission to merit the assignment of a Chair such as Natural Science and Mathematics, Creative Arts, Business and Economics and Teacher Education. The term "department" when used in an academic sense will refer to an academic unit within a Division such as the Department of Art within the Division of Creative Arts. Because Library and Media Services staff are faculty members included in the bargaining unit, for the purpose of this contract Division will also refer to Library and Media Services.

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

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

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

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

**Section 11. "Non tenure track Faculty Titles"** All Non tenure track faculty hired to perform teaching duties will be designated by one of the following titles:

- A.** Non tenure track faculty holding baccalaureate degrees in disciplines where the Ed.D., the Ph.D or the M.F.A. is the highest earned degree shall hold the title of "Lecturer."
- B.** Non tenure track faculty holding masters degrees in disciplines where the Ed.D. , the Ph.D or the M.F.A is the highest earned degree shall hold the title of "Instructor."
- C.** Non tenure track faculty holding the Ed.D., Ph.D., M.F.A. or highest recognized earned degree in the discipline shall hold the title of "Non tenure track Assistant Professor."
- D. Fixed** term faculty holding a minimum of a master's degree in disciplines where the Ed.D. the Ph.D. or the M.F.A. is the highest earned degree who are employed on a multi-term contract shall hold the title of "Instructor".

**Section 12. "President"** means the President of Western Oregon University.

**Section 13. "Union"** means the American Federation of Teachers, Western Oregon University, Local 2278,

**Section 14. "Unit" or "Bargaining Unit"** means the bargaining unit as defined in Article 1 (Recognition).

**Section 15.** The singular purports the plural and the plural the singular as the context may require.

**Section 16. "Program"** means the officially recognized sequence/collection of courses required to complete an approved degree or set of certification/licensure requirements offered by WOU.

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

**Section 18. "Collegiality"** means the sharing of authority and responsibility among colleagues. A member exhibits a lack of collegiality when his/her actions are of such a disruptive nature as to hinder members of his/her division or department from fulfilling their professional responsibilities or that hinders the division or department from performing its academic mission.

**Section 19. "Irreparable harm"** includes, but is not limited to, any of the following actual or reasonably foreseeable results of acts or conduct by the member:

**A.** detrimental effect on the University's reputation, public trust or confidence, or delivery or provision of services;

**B.** adverse impact on the member's ability to educate students or perform duties effectively; or

**C.** refusal, reluctance, or inability of other members or other employees or students to work or interact at the University with the member.

## **ARTICLE 3. UNION RIGHTS AND RESPONSIBILITIES**

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

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

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

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

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

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

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

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

**Section 4. Dues Deduction.** Members of the Union may have regular monthly dues deducted from their paycheck. Authorization to deduct dues shall remain valid until written notice is given to the University by the Union to cancel or change the authorization. The Union will notify the employer at least sixty (60) days in advance of the effective date of any changes in the amount of dues and fees to be deducted under the provisions of this article.

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

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

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

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

**Section 8. Fair Share Fee Deduction.** In recognition of the certification of "fair share" in an election held for that purpose, bargaining unit employees who are not members of the Federation shall be required to pay a fee in lieu of dues. The University shall deduct this fee from the check of all employees in the bargaining unit who are not members of the Federation. The fair share fee shall be transmitted to the Federation in the same manner as are the payroll deducted dues for Federation members.

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

## **ARTICLE 4. CONSULTATION**

**Section 1.** Officers of the Union and the President of the University or a designee agree to meet at the request of either party to discuss matters pertinent to the implementation or administration of this Agreement. The parties shall meet within ten (10) days of receipt of a written request for a meeting. The request shall contain an agenda of items to be discussed.

**Section 2.** The parties understand and agree that meetings held as provided in Section 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 13 (Grievances).



## **ARTICLE 5. RIGHTS OF MEMBERS**

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

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

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

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

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

**Section 5. Individual Appointments.** The University will not offer an individual member an appointment the terms of which violate this Agreement.

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

## **ARTICLE 6. APPOINTMENTS**

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

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

## ARTICLE 7. ASSIGNMENT OF DUTIES

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

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

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

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

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

### **A. Instruction:**

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

The following equivalencies will be used in determining teaching assignments:

- a. For laboratory hours in the Division of Natural Sciences and Mathematics for tenured/tenure track faculty:
  - With a preparator, 0.75 to 1 hour of lab - each lab hour will count as 0.75 instructional hours.
  - For laboratories without a preparator - each lab hour will count the same as each hour of assigned classroom instruction.
- b. For the supervision of student teachers by tenured/tenure track faculty in the Division of Teacher Education: 0.56 FTE/student (1:18).

### **2. Reductions in Teaching Load:**

**a. Graduate Courses:** Tenure track faculty assigned to teach two or more courses totaling six credit hours or more of 600 courses (excluding graduate

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

**b. Scholarship:** The University also recognizes the need to support faculty scholarship activities and may substitute scholarship duties for a portion of a full-time annual or full-time quarterly faculty teaching assignment. Such scholarship substitutions will be made by the University to individual faculty assignments for the purposes of strengthening selected academic programs or faculty development. This substitution shall be granted to individuals only. Annually, the University shall offer 18 course releases (3-4 unit courses) for engagement in scholarship, only. Faculty will apply to the Faculty Development Committee detailing the scholarly activity and expected progress to arise from the requested reassignment time. Faculty will also provide copies of their applications to the chair of their academic division and the dean of their college. The Faculty Development Committee shall review the applications and award course reassignments based on criteria developed jointly by a four person committee comprised of the two college deans and two representatives from the Union collective bargaining team. A report on the outcome(s) of work performed during the release is to be submitted to the dean within three months of the affected term of release. No departments shall be granted a department wide reduction in load. Division chairs will assign appropriate teaching and scholarship activity assignments when they submit the Schedule of Classes to the College Dean for approval.

### **3. Overload:**

**a.** The University recognizes that to meet its obligations to students, it may sometimes request faculty members to teach a course load in excess of the 36 credit hour teaching load. However, to assure that these teaching overloads do not impinge upon or serve as a detriment to the regular duties of the faculty members, teaching overloads will be of a non-recurring nature and generally will not exceed the equivalent of one (1) four (4) credit course per academic year. Prior approval for overload teaching must be granted by both the Division Chair and the College Dean.

**b. Faculty members** who have been given assigned time for administrative activities may not receive overload for teaching without prior approval by the College Dean and Provost.

### **4. Off-Campus Instruction:**

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

## **5. Office Hours:**

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.

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

## **6. Academic Advising:**

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

## **7. Individually Designed Courses:**

The University recognizes the academic value of individually designed courses consistent with a student's academic program that furnish intellectual and practical experiences not available in a multi-student course.

a. Independent Study/Specialized Individual Study is a course proposed and developed by the student in consultation with a tenured/tenure track faculty member from the department, the content of which is not available in regularly scheduled institutional offerings. Course descriptions must include material to be covered, specific assessments and products and a timeline for completion. The "Request to Offer" an individual study project, including the course description, shall be approved by the Division Chair and College Dean.

b. Thesis is a research experience designed, conducted and written by an individual student under the guidance of a tenured/tenure track faculty advisor with an evaluation of the completed thesis by a tenured/tenure track faculty second reader. The thesis provides the student opportunities for advanced scholarly engagement and results in a formal written document for review and oral presentation of the research. The "Request to Offer" a thesis project, including the course description, shall be approved by the Division Chair and College Dean.

c. Courses designated as Capstones or Senior Projects involve one or more students during their senior year in the design, conduct and writing of a project that requires integration and application of knowledge to an issue, question or problem. These courses are supervised by a tenured/tenure track faculty advisor with an evaluation of the completed product by a tenured/tenure track faculty member second reader. The "Request to Offer" a capstone or senior project, including the course description, shall be approved by the Division Chair and College Dean.

Student credit hours--arising from Individually Designed Courses that are not part of the scheduled and recognized faculty teaching load--shall qualify for credit banking for subsequent course release, according to the following conditions:

- (1) Excludes graduate faculty on 9-hour, per term, teaching load
- (2) Credit units accrued expire after 96 months
- (3) Tabulation of bankable units to be included in the Annual Faculty Report
- (4) Division offices maintain copies of independent enrollment forms; division chairs to indicate supervisory involvement as “full” (full bank credit awarded) or “low” (partial credit awarded)
- (5) Maximum of 1 course release within a two year period
- (6) Request for release made through division chair the spring preceding the academic year the release is to occur
- (7) Release to occur during fall, winter or spring terms, only.
- (8) Release calculated on a class size of 24: 24 SCH = 1 credit hour of release

The “By Arrangement” or Directed Study designation is to be used only for a section of a “regular” course that a faculty member agrees to provide for an individual student to accommodate circumstances that prevent the student from enrolling in a “regularly” scheduled section of the course. Since the faculty member will have completed the design, preparation and elements of the course to be graded in order to offer the regularly scheduled section(s) of the course, no course release or overload credit will be awarded to the faculty member for a Directed Study course. Special circumstances may be appealed to the dean for credit banking.

### **B. Scholarship**

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

### **C. Service**

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

**Section 5.** Assignment of professional duties of librarians shall be in keeping with the needs of the organizational unit. Such assignments may include assignment to committees with time allotted within the normal work week for participation in such activities.

### **Section 6. Part-Time Faculty - non tenure track**

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

**A.** The University shall extend multiple-term contracts to non tenure track faculty who meet the following criteria:

- 1.** Have taught a minimum of .50 FTE at the University for each of three terms in the academic year immediately prior to the contract year under consideration;

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

**Section 7. Training and compliance with University policies.**

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

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

## **ARTICLE 8. Evaluation, Tenure and Promotion**

**Section 1. Purpose of evaluation.** The purpose of performance evaluations shall be to encourage the improvement of individual professional performance and, subject to the provisions of Articles 11 (Retention of Non Tenured Employees), 8 (Evaluation, Tenure and Promotion), 16 (Salary), and 12 (Reserved Rights of the University), to provide a guide for decisions on salary adjustments, reappointment, tenure, and promotion.

As such, there are different evaluation procedures for faculty with non tenure track appointments, faculty who are tenure track, and tenured faculty.

Performance evaluations shall be conducted according to the following schedule:

- A. Annually for non tenure track faculty
- B. Annually for tenure track faculty with five or fewer years continuous employment
- C. When faculty members are seeking promotion to either Associate or Full Professor.
- D. When faculty members are seeking tenure.
- E. Every three years after promotion to Associate Professor (post tenure)

### **Section 2. Terms and Concepts**

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

A. **“Teaching”** shall refer to the effectiveness of one’s teaching for purposes of tenure and/or promotion review as indicated by:

1. Peer and supervisor evaluations,
2. Examination of syllabi from a range of years for each class,
3. Exams and other assessment methods,
4. Teaching materials,
5. Comparative data from a mutually agreed upon student course evaluation instrument (SCEI), provided by the University,
6. Reflections on evidence of effective advising, mentoring and support,
7. Reflections on evidence of impact of teaching on student learning,
8. Evidence of professional renewal and updating of skills and knowledge,
9. Personal teaching philosophy,
10. Examples of curriculum redesigns and refinements over time.



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

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

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

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

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

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

(c) The Scholarship of Application moves the scholar towards engagement answering the question - How can knowledge be responsibly applied to consequential problems? Evidence for such may include the application of one's academic expertise to problems affecting individuals, institutions, or society; peer-reviewed publications of research, case studies, or technical applications, grant awards in support of practice; state, regional, national, or international recognition as a master practitioner; and professional certifications, degrees, and other specialty credentials.

(d) The Scholarship of Teaching and Learning involves planning, assessing, and modifying one's teaching and applying to it the same exacting standards of evaluation that are used in research. Evidence for such scholarship may include peer-reviewed publications

of research related to teaching methodology or learning outcomes; case studies related to teaching-learning; learning theory development; and development or testing of educational models or theories; accreditation or other comprehensive program reports; successful applications of technology to teaching and learning; state, regional, national, or international recognition as a master teacher; published textbooks or other learning aids; grant awards in support of teaching and learning; outcome studies or evaluation/assessment programs; and presentations related to teaching and learning.

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

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

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

The higher the rank sought, the greater the likelihood that the candidate will be expected to produce more evidence of exemplary and sustained teaching effectiveness.

Successful candidates for promotion to Full Professor continue their teaching, research, and service contributions at least at the level they had established when they were promoted to Associate Professor with tenure.

The scholarship of successful candidates for promotion to Full Professor has advanced to the point where they, in fact, receive notoriety in terms of their scholarship being recognized by others away from campus.

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

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

### **Section 3. Non Tenure Track Faculty Evaluation.**

- A.** All non tenure track faculty who are employed at .50 FTE or more will be evaluated annually by the Division chairs with recommendations forwarded to the respective Dean and filed with the Provost’s office.
- B.** As part of the initial job appointment, each non tenure track faculty member will receive, upon request, a copy of the current Collective Bargaining Agreement from the Provost’s Office which describes all necessary details regarding evaluation procedures and expectations. The Collective Bargaining Agreement is available via the WOU Provost’s website.

- C. The Division Chair shall be responsible for assisting each non tenure track faculty members in answering questions regarding the expectations and procedures related to evaluation and help the faculty member avail themselves of resources available to help them acclimate to the University.
- D. For non tenure track faculty, the annual evaluation shall be based on:
  - 1. A classroom observation and post conference conducted by the Division Chair or his/her designee and
  - 2. An Annual Faculty Report compiled by the non tenure track faculty member and due to the Division Chair no later than Friday of the first week of June that includes the following components:
    - a. Comparative data from the mutually agreed upon student course evaluation instrument (SCEI), provided by the University, and
    - b. A summary of accomplishments for the year that addresses the non tenure track faculty's primary work assignments and future goals.
- E. The results of the Division Chair's annual evaluation for non tenure track faculty members shall be considered in determining continued employment within the University.

**Section 4. Evaluation of Tenure Track and Tenured Faculty.**

Evaluation procedures for tenure track and tenured faculty consider key elements that include but extend beyond those used for non tenure track faculty.

- A. As part of the initial job appointment, the tenure track faculty member will receive a copy of the current Collective Bargaining Agreement from the Provost's Office which shall include all necessary details regarding evaluation procedures and expectations.
- B. The Division Chair shall be responsible for assisting each tenure track faculty member in answering questions regarding the expectations and procedures related to evaluation.
- C. All tenure track faculty will complete an Annual Faculty Report due to the Division Chair no later than 30 June that includes a summary of accomplishments for the year and progress towards meeting previously stated goals and new goals for improvement.
- D. Tenure track faculty will also submit their files for continuation, promotion, and tenure as specified elsewhere in Article 8. A copy of the DPRC recommendation will be provided to the faculty member by the DPRC at the same time it is submitted to the Dean.
- E. **Rebuttals.** The faculty member shall have the opportunity to file a commentary or rebuttal to any part of the evaluation report. This response shall be a permanent part of the evaluation.

**F. Evaluations which Indicate Need for Improvement.** If an employee is given an evaluation which includes an indication that improvement is needed in any area(s), including collegiality, the employer shall provide the employee a written report containing explicit suggestions and guidelines for improvement. The Provost shall provide the relevant Personnel Review Committee with a copy of the report. The employee will be granted reasonable time, up to one academic year, for improvement. Subsequent review(s) delivered to the employee in writing shall focus on the employee's performance during the specified timeline. All parties involved in the reevaluation shall adhere to the guidelines and suggestions specified in the written report.

## **Section 5. Eligibility Timelines for Promotion and Tenure**

### **A. Promotion to Associate Professor**

**1.** Promotion to Associate Professor and the granting of tenure shall occur at the same time for those hired as Assistant Professor on a tenure line. Faculty members can apply for promotion to Associate Professor and tenure after four years of continuous service at WOU. The files are due and the review process takes place during the fifth year of service. If awarded, the promotion and tenure shall become effective at the beginning of the sixth year of full time service.

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

If not stipulated in the initial hiring contract, a faculty member must indicate a desire to apply early by including external reviews and a statement outlining levels of distinctiveness in teaching, scholarship, and service that warrant early consideration for promotion in the Annual Faculty Report due to the respective Division Personnel Review Committee (DPRC), Dean and Chair no later than Friday of the first week of June.

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

### **B. Tenure for Associate Professors**

A faculty member who is initially hired as an Associate Professor shall be reviewed for tenure during the third year of full time, probationary service. In this case, the tenure award shall become effective at the beginning of the fourth year of full time service. If tenure is not awarded after three years of full time service, then a fourth year non tenure track non-renewable contract shall be offered. The College Dean, at her/his discretion, may choose to recognize the fourth year as a final probationary period after which the faculty member shall be re-evaluated through one more annual evaluation process on teaching, scholarship, and service. If tenure is not then awarded as a result of the evaluation process, there is no obligation for the University to offer an additional contract for the fifth year.

### **C. Promotion to Full Professor**

A faculty member may apply for promotion to Full Professor during their fifth year of employment as an Associate Professor. If not stipulated in the initial hiring contract, the faculty member must indicate a desire to apply early by including external reviews and a statement outlining levels of distinctiveness in teaching, scholarship, and service that warrant early consideration for promotion in the Annual Faculty Report due no later than Friday of the first week of June. If approved, the faculty member would be evaluated for promotion during the following year's evaluation process by the DPRC. Failure to achieve early promotion does not preclude a faculty member from being awarded promotion in the subsequent year following another review.

### **D. Tenure for Full Professors**

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

## **Section 6. Procedures for Promotion and all Tenure Decisions**

**A.** It is the responsibility of the division chairs to identify, confirm, and notify the DPRC and College Dean of all faculty members of the division eligible for and pursuing promotion and/or tenure by the fourth Friday in October.

**B.** Early in the fall term, the Provost will review the purpose and intent of evaluation at each stage, the roles and responsibilities of the Personnel Review Committees, the timelines and evaluation criteria and address questions on any of the University's faculty evaluation policies with Academic deans, Division chairs, chairs and members of the various Personnel Review Committees, and representatives from the Union.

**C.** Candidates for promotion and all candidates seeking tenure will be responsible for preparing their files following approved University and Division procedures. Those files should be presented to the Division Chair by the third Friday in November.

**D. Multiple Appointments.** Faculty members with assignments in more than one Division are responsible for initiating files for review in all areas of assignment. All records relevant to consideration for promotion and/or tenure, including recommendations, will be sent to the faculty member's primary tenure home Division Personnel Review Committee, which will act in accordance with the provisions of this Article. The recommendation of the faculty member's primary division shall prevail.

**E. DPRC Membership.** Each Division shall have a Personnel Review Committee (DPRC) comprised of the Division Chair and a representative group of tenured faculty. The Division Chair shall serve as a voting and participating member of the DPRC.

**F. DPRC Evaluation.** The DPRC shall review the files as well as, all prior recommendations made by the University Personnel Review Committee (UPRC), Dean, Provost, and former DPRCs for each faculty member from that division seeking promotion to Associate Professor and tenure. They shall develop a letter for each member of faculty seeking promotion or tenure outlining the member's strengths in the areas of teaching, scholarship, and service; explicit suggestions for areas needing improvement; and, progress made since prior reviews. The letter should conclude with a final recommendation to the respective College Dean in each case with reference to the appropriate supporting information provided in the faculty member's files.

**G. Evaluation Conference.** After the DPRC has reviewed the faculty member's files, the Division Chair together with the chair of the DPRC shall meet to conference with each faculty member to discuss the results of the evaluation. The Division Chair shall prepare a summary of the evaluation conference which shall be presented to the faculty member within ten (10) days of the conference and placed in the personnel files in the offices of the Division, Dean and the Provost. The faculty member shall sign the report to acknowledge receipt thereof.

**H.** The College Dean shall review the recommendations of the DPRC and develop a letter that outlines the faculty member's strengths in the areas of teaching, scholarship, and service, explicit suggestions for issues needing improvement, progress made since prior reviews, and a recommendation. The faculty member will meet with the Dean to discuss the results of the evaluation. After meeting with the faculty member, the Dean will forward his/her recommendations to the Provost by the end of the second week in February.

**I.** If the DPRC and the Dean concur favorably in their recommendation about a faculty member, the file shall be forwarded to the Provost who will then forward it on to the President.

**J.** If a DPRC or College Dean recommends a faculty member unfavorably for tenure or promotion, the Provost shall notify the member about the recommendation(s) in writing by not later than the end of the first week in March. The Provost shall inform the member regarding:

1. The source(s) and specifics of the unfavorable recommendation(s);
2. The right of the member to request review from the UPRC.

**K.** In the case of a mixed recommendation from the DPRC, the College Dean, and/or the Provost, the faculty member may make a written request for a review to the Provost by the end of the third week in March. If the faculty member fails to make a request for a review by that date, the Provost will make an independent recommendation about the faculty member to the President.

**L.** If a faculty member receives unfavorable recommendations from both the DPRC and the College Dean, there shall be no review by the UPRC.

**M. University Personnel Review Committee (UPRC) .**

**Formation.** The University shall have a University Personnel Review Committee (UPRC) comprised of one tenured faculty member from each Division of both Colleges and from the Library and Media Services. Each Division will elect their representative to the UPRC. No Division Chair may serve on the UPRC, except in cases when a committee quorum is otherwise impossible. The UPRC may include members of a DPRC, but each Division is encouraged to elect representatives to the UPRC who are not members of that

DPRC so as to minimize “dual” evaluations. To avoid conflicts of interest, no one who is under consideration for promotion shall serve on the UPRC. The election of these representatives shall be conducted after such time in the fall that the Division Chair has announced who is eligible to serve and at that time, the faculty members in the Division will vote in a secret ballot to select their representative by majority vote. The UPRC shall convene no later than the third week of April to review all requests brought to it by the Provost.

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

**Outcome.** The UPRC recommendation shall be forwarded to the President and shall also promptly be made available to the faculty member in question, and added to that member’s Personnel File.

**N.** The President shall review all recommendations forwarded to her/his office. If requested by the President, the Provost will make an independent recommendation to the President. Prior to making final determinations of promotion and tenure awards, the President may consult with individuals as necessary including the Provost, Deans, and individual members of the PRCs. Official University notification to each individual and the Chair of the UPRC, Provost, and Dean in regard to the action taken will occur by the end of the 1<sup>st</sup> week in May of each academic year.

## **Section 7. Post Tenure Reviews.**

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

4. Provide accountability to the institution, public, and Board (OAR 580-021-0140; -0135; -005 et seq.; IMD 4.002).

**C.** Every three years, tenured faculty members will submit the following to the respective Division Chair and DPRC by the first week of June:

1. Copies of the Annual Faculty Reports from the three prior years;

2. Examples of teaching, scholarship, and service that define their continued contributions to the profession;

3. Copies of the written summary of at least one observation of classroom teaching by the Division Chair or their designee; and

4. Comparative data from the mutually agreed upon student course evaluation instrument (SCEI), provided by the University.

**D.** The DPRC recommendation and the material provided under Article 8, Section 7, C.1-4 are forwarded to the College Dean for acceptance and review. Each Dean will provide written feedback to be shared with the faculty member and forward a summary along with the Annual Faculty Report to the Provost which will then become a part of the faculty member's permanent personnel records.



## **ARTICLE 9. PERSONNEL FILES**

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

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

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

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

**Section 5.** Entry of mandatory evaluation results into personnel records will be made in accordance with Article 8: Evaluation, Tenure and Promotion.

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

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

## **ARTICLE 10: RESPONSIBILITIES OF THE MEMBERS & DISCIPLINARY PROCEDURES**

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

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

**Section 2.** A member may be subject to corrective discipline for failure to carry out the responsibilities and/or meet the obligations of a professional member of the Western Oregon University academic community.

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

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

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

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

**A.** In situations involving written reprimand, the document shall have a limited life of twelve (12) months after which it shall be removed from the file.

**B.** In situations involving sanctions more severe than a reprimand, a notice of intent to impose severe sanction shall be served personally upon the member or by registered or

certified mail (return receipt requested) to the member's address of record. The notice shall contain a description of the alleged act(s) or omission(s), date(s), time(s), place(s) and proposed sanction. In addition, the notice must inform the individual of the right to file a grievance at Step Two within fourteen (14) calendar days of the date the notice is received. The Union shall concurrently receive timely notice of intent to impose severe sanction on a member. Except in instances when irreparable harm may result from delay, severe sanctions will not be imposed until a member (a) fails to file a grievance within the time allowed above or (b) the grievance is decided in favor of the University.

**C.** If no other severe sanctions are administered within thirty (30) calendar months after severe sanctions are imposed, all references to the sanctions shall be removed from the personnel file folder at the end of that period.

**D.** The University shall conduct disciplinary sessions in an area away from other employees, students or the public.

## **ARTICLE 11: RETENTION OF NONTENURED EMPLOYEES**

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

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

**Section 2.** No appointment other than one which carries indefinite tenure shall create any right, interest, or expectancy in any further appointment beyond its specific term, except as provided in Article 15 (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.

**Section 4.** Non tenure track faculty who have worked continuously for five academic years at a 0.5 FTE or above and who are recommended by the division chair and with the Dean's approval may be granted up to a three-year "letter of intent" for reappointment. The reappointment is subject to the reserved rights of the university as noted in ARTICLE 12.

## **ARTICLE 12: RESERVED RIGHTS OF THE UNIVERSITY**

The University retains and reserves to itself all rights, powers, authority and responsibilities vested in it, whether exercised or not, including but not limited to the right to plan, govern, and control the University and in all respects carry out its ordinary and customary functions of management. All such rights, powers, authority, and responsibilities are retained by the University subject only to those limitations expressly imposed by the Agreement. Without limiting the foregoing, the University expressly reserves the right to make final decisions with respect to members to be appointed, reappointed, promoted, and awarded indefinite tenure and those to be appointed as Division Chair and other administrators.

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

## **ARTICLE 13: GRIEVANCES**

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

**Section 2. Resort to Other Procedures.** If prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in progress, a member seeks resolution of the matter in any external forum, whether administrative or judicial, the University shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure or pursuant to Article 14 (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, Sections 3, 4 and 6; Article 12; and Article 14, Section 6.

**B.** "Grievant" means one or more members of the bargaining unit, the Union or the University in the appropriate cases, damaged or injured by the act or omission being grieved.

**C.** "Day" means a day when classes or examinations are scheduled in accordance with the official academic calendar of the University excluding Saturdays, Sundays and holidays.

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

### **Section 4. General Provisions.**

**A.** A grievant has the right of self-representation at any step in the grievance procedure and/or may have a Union representative present at any step.

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

**C.** The parties may agree to modify the time limits in any step of the grievance procedure. At formal steps, agreement to modify time limits shall be in writing.

**D.** Failure at any step of this procedure to comply with the specified time limits including any extension thereof, shall be considered acceptance by the grievant of the decision rendered at the previous step. Failure to communicate the decision on the grievance at any step within the time limits, including any extensions thereof, shall allow the grievant to proceed to the next step.

**E.** No member may take a grievance to Step Four (Arbitration) except with the approval and participation of the Union.

**F.** All grievances, and arbitration notices must be submitted in writing on appropriate forms as attached to this Agreement as Appendices B and C respectively and shall be signed by the grievant. The University may refuse consideration of a grievance not filed in accordance with this Article.

**G.** A grievance may not be filed under this Article for an act or omission which occurred prior to the effective date of this Agreement.

**H.** A grievance may be withdrawn by a grievant at any time, or by the Union at any time after notice of intent to arbitrate has been given.

### **Section 5. Presentation of Grievances.**

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

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

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

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

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

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

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

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

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

**Section 2.** Within ten (10) days of receipt of notice of intent to arbitrate, the parties shall meet to attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within five (5) day of the meeting, the party initiating arbitration shall request the Employment Relations Board to submit a list of five (5) arbitrators, none of whom shall be an employee of the Oregon University System unless both parties have agreed to the contrary. Each party shall alternately strike a total of two (2) names from the list of five (5); the remaining person shall be selected as the arbitrator. The party initiating arbitration shall strike the first name. If the arbitrator selected cannot hold the hearing or render a decision within the time limits provided herein and either party does not agree to an extension of time, the selection procedure as provided herein shall be repeated using the remaining names on the Arbitration Panel or a new list from the Employment Relations Board, as appropriate.

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

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

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

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

**Section 5. Arbitrability.** In any proceeding under this Article for which there is a submission agreement, the first matter to be decided is the arbitrator's jurisdiction to act. In the absence of a submission agreement, the arbitrator shall first decide the issue to be arbitrated as provided in Section 4 of this Article; then the arbitrator's jurisdiction shall be decided. If arbitrability is in dispute between the parties, the arbitrator shall hear the parties on the question before deciding the matter of arbitrability, which shall be announced. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time, provided that either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits delayed until such review is completed.

Upon concluding that the arbitrator has no power to act, the arbitrator shall not hear the matter or make any decision or recommendation regarding the merits of the issue.

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

The arbitrator shall have no authority to award monetary damages or penalties, but may award back pay to accompany an order of reinstatement.

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

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

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

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

**Section 8. Costs.** All fees and expenses of the arbitrator shall be borne by the party not prevailing in the arbitration. Where an award clearly finds each party culpable, costs will be shared equally.

Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if any, shall be borne by the party calling the witness. The cost of any transcripts required by the arbitrator shall be divided equally between the parties and each party shall be furnished a copy thereof. If either party wishes a transcript of the hearing, it may have one made at its own expense, but shall provide the arbitrator and the other party a copy at no charge.

**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 15: LAYOFF**

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

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

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

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

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

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

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

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

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

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

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

**Section 6.** If a tenured faculty member is laid off under the provisions of this Article, the University will endeavor to find suitable alternative employment within the institution or, if such is not found, shall make reasonable efforts to assist the member in finding suitable employment elsewhere.

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

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

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

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

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

## **ARTICLE 16: SALARY**

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

**A. Public Employees Retirement System Individual Account Program (IAP).** For work performed on and after January 1, 2004, Western Oregon University shall pay on behalf of members of the Public Employees Retirement System (PERS) the statutorily required employee contribution to the Individual Account Program under ORS 238A.330 and pursuant to ORS 238A.335, or under ORS 238.215 if the member elected assistance under ORS 243.920.

1. The full amount of the members' required contributions paid by WOU to PERS on behalf of members shall be considered as "salary" within the meaning of ORS 238.005 (20) for the purpose of computing "final average salary" within the meaning of ORS 238.005 (8), but shall not be considered "salary" for the purposes of determining the amount of required employee contributions.
2. If the employee IAP account under ORS.238A.300 is declared invalid or is otherwise eliminated and a replacement is not available, then effective upon the date of its invalidation or elimination, a corresponding general salary increase of six percent (6%) shall be paid to participating employees, or its equivalent, pursuant to the relevant chapter of law for governing PERS employee contributions.

**B. Optional Retirement Plan (ORP).** For work performed on or after January 1, 2004, Western Oregon University shall pay on behalf of ORP participants the statutorily required employee contribution under ORS 243.800(8).

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

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

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

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

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

**A. Annual Tenure track and Tenured Faculty.** For annual tenure track and tenured faculty, there will be a 34-step salary step system beginning June 15, 2013 (Salary Schedule Part A, which will be a 35-step salary step system for the year beginning June 15, 2012 and a 36-step salary step system beginning September 16, 2011), starting with the normal entry level salary for Assistant Professors, with increasing steps at intervals of 2%. Any faculty member that is “topped-out” in step salary shall revert to the highest step available in the table (no member shall receive a decrease in salary as a result of step adjustments). Twelve month faculty will be assigned annual salaries on the basis of their step value times the ratio 11 to 9.

1. For the current Bargaining Agreement, the normal entry-level salary for Assistant Professors will be step 1. For 12-month faculty, the entry level annual salary will be step 1 times the ratio 11 to 9. Prior service beyond the awarding of the doctorate or other terminal degree will be considered for salary adjustment purposes. One step per one year of service to a maximum of three steps will be granted. For purposes of salary level placement, those serving as division chairs shall receive one year credit on the salary schedule for each year served as chair.
2. Faculty members will be awarded 1 step per year of service in the salary system. Leave without pay will not be considered full-time service in figuring years of service. Sabbatical leave will be considered full-time service in figuring years of service.
3. Faculty who receive promotion from Assistant Professor to Associate Professor or from Associate Professor to Full Professor shall receive, in addition, four steps in the salary system.
4. Assistant Professors shall not receive general merit increases beyond the 28th step. Associate Professors shall not receive general merit increases beyond the 32nd step.
5. **Market Place Step Advances** (Business and Computer Science). The University offers degrees and programs in disciplines subject to national market pressures, which cause competitive faculty starting salaries to exceed the starting salaries of other disciplines. The disciplines subject to these national salary pressures at WOU presently are those contained in the Divisions of Business and Computer Sciences. Other Divisions may contain disciplines that, in the future, will be subject to national market pressures on faculty starting salaries. If this happens, the University will negotiate with the Union to include other Divisions in this agreement.

Therefore, in order to make competitive starting salaries of the disciplines in these designated units the University may make starting salary offers up to a maximum of ten steps beyond the first step in the salary schedule for the rank in question. The University will inform the Union of any and all market place step advances. Faculty subject to these advances will be placed on the nearest highest step in the salary schedule. Step advances made in accordance with this provision shall not be considered salary anomalies. The University may negotiate added steps beyond the ten agreed to here with the consent of the Union.

In addition, the University may provide continuing funding of up to \$60,000 for Division of Business faculty salaries, plus related other personnel expenses (OPE). This budgetary amount is to be used for the recruitment and retention of new tenure line faculty only. Such annual budgetary amount is available for each year of this contract. All new faculty members hired with these funds shall be placed on an existing step in the faculty step salary schedule and shall be in addition to the ten steps described in the preceding paragraph and the three steps provided in Section 4 (A)(1) of this Article. The University shall notify the Union of all hires and step placements made with these funds.

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

July 1, 2011(12-month) September 16, 2011(9-month) October 1, 2011 (Deferred Pay Plan)	Annual step increase for eligible faculty on September 16, 2011 per the “September 16, 2011” salary schedule column.
June 15, 2012 at end of day	Conversion to the June 15, 2012 salary schedule column on June 15, 2012, at end of day.
July1, 2012 (12-month) September 16, 2012(9-month) October 1, 2012(Deferred Pay Plan)	Annual step increase for eligible faculty on September 16, 2012 per the June 15, 2012 salary schedule column.
June 15, 2013 at end of day	Conversion to the June 15, 2013 salary schedule column on June 15, 2013, at end of day.

**7. Annual Tenure track and Tenured Faculty Salary Schedule - Part A**

Step	September 16, 2011	June 15, 2012	June 15, 2013
1	\$40,369	\$41,176	\$42,000
2	\$41,176	\$42,000	\$42,840
3	\$42,000	\$42,840	\$43,697
4	\$42,840	\$43,697	\$44,571
5	\$43,697	\$44,571	\$45,462
6	\$44,571	\$45,462	\$46,371
7	\$45,462	\$46,371	\$47,299
8	\$46,371	\$47,299	\$48,245
9	\$47,299	\$48,245	\$49,210
10	\$48,245	\$49,210	\$50,194
11	\$49,210	\$50,194	\$51,198
12	\$50,194	\$51,198	\$52,222
13	\$51,198	\$52,222	\$53,266
14	\$52,222	\$53,266	\$54,331
15	\$53,266	\$54,331	\$55,418
16	\$54,331	\$55,418	\$56,526



17	\$55,418	\$56,526	\$57,657
18	\$56,526	\$57,657	\$58,810
19	\$57,657	\$58,810	\$59,986
20	\$58,810	\$59,986	\$61,186
21	\$59,986	\$61,186	\$62,410
22	\$61,186	\$62,410	\$63,658
23	\$62,410	\$63,658	\$64,931
24	\$63,658	\$64,931	\$66,230
25	\$64,931	\$66,230	\$67,554
26	\$66,230	\$67,554	\$68,905
27	\$67,554	\$68,905	\$70,284
28	\$68,905	\$70,284	\$71,689
29	\$70,284	\$71,689	\$73,123
30	\$71,689	\$73,123	\$74,585
31	\$73,123	\$74,585	\$76,077
32	\$74,585	\$76,077	\$77,599
33	\$76,077	\$77,599	\$79,151
34	\$77,599	\$79,151	\$80,734
35	\$79,151	\$80,734	
36	\$80,734		

8. The University may grant the rank of Associate Professor to a newly hired faculty member if that faculty member has held the rank of Associate Professor at another institution of higher learning or is qualified to hold that rank under the terms of this contract. In order to prevent the creation of a salary anomaly or individual compression, the new faculty member shall be placed at step 10 on the Salary Schedule A during his/her first year of employment at WOU. Additional steps may be provided as detailed in sections (1.) and (5.) above.

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

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

	September 2010	September 2011	September 2012
Bachelor's degree	\$23,378	\$24,002	\$24,643
Master's degree	\$31,163	\$31,995	\$32,849
Doctoral degree; Terminal degree	\$35,056	\$35,992	\$36,953

2. For the current Bargaining Agreement, eligible Lecturers, Instructors, and Non-tenure track Assistant Professors above the minimums above, except those

receiving increases provided in Appendix G, will receive increases of 2.67% for each academic year beginning September 16, 2011 and September 16, 2012:

3. Those individuals receiving increases under Appendix G in the second year of this contract shall receive the salary amount which is equal to the greater of the amount in Appendix G or the amount provided in sub-section B(2), above.
4. For the current Bargaining Agreement, eligible Lecturers, Instructors, and Non tenure track Assistant Professors will receive a one-time retention adjustment as described in APPENDIX G. Appendix G will sunset at the end of this contract.

**Section 5. Summer Sessions 2012 and 2013:** The rate of pay for the 2012 and 2013 Summer Sessions will be 20% of the faculty member's current salary rate. The rate of pay for all faculty members will be based on nine (9) credit hours for full-time teaching.

**Special Summer Compensation Rate.**

If a summer session course is cancelled by a dean after June 1 of the respective year due to low enrollment, a faculty member, with their division chair's approval, may request in writing the "special summer compensation rate."

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

As of the first day of the course, multiply the number of students registered times the average in-state, undergraduate tuition rate for the course multiplied times two-thirds.

Guidelines for calculating the "special summer compensation rate" follows:

1. In no event shall the "special summer compensation rate" exceed the pro rata compensation rate determined by the 20% summer compensation formula described in this Section.
2. Non tenure track faculty may be eligible for this special summer compensation rate providing he or she teaches at 0.5 FTE or above in the spring immediately preceding that summer and is also scheduled to teach at 0.5 FTE or above in the fall immediately following.
3. Once established and agreed to by the faculty member, the "special summer compensation rate" is not subject to adjustment, either upward or downward due to increased enrollment or decreased enrollment or for any other reason.
4. A minimum of 6 students must enroll to allow for special summer compensation rate consideration.
5. If a request is approved, the faculty member is committed to holding the class.

**ARTICLE 17: HEALTH AND DENTAL INSURANCE**

The Employer shall make a contribution sufficient to fully cover the premium costs for health, dental and basic life benefits through Plan Year 2011 for each eligible faculty member through the Public Employees Benefit Board (PEBB).

The Employer shall pay 95% and each eligible faculty member shall pay 5% of the monthly premium costs for the health, dental, and basic life benefits, as determined by the Public Employees Benefit Board (PEBB), for Plan Years 2012 and 2013.

## **ARTICLE 18: OUTSIDE EMPLOYMENT**

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

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

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

## **ARTICLE 19: NOTICES AND COMMUNICATION**

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

**For The Union:**

**President**

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

**For The University:**

**President**

Western Oregon University  
Monmouth, Oregon 97361

**For The University System:**

**Chancellor**

Oregon University System  
Post Office Box 751  
Portland, Oregon 97207-0751

## **ARTICLE 20: MISCELLANEOUS PROVISIONS**

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

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

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

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

## **ARTICLE 21: SABBATICAL**

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

**A.** A faculty member may be considered for sabbatical leave only after having been continuously employed in the Department of Higher Education at half-time or more for six academic or fiscal years at the rank of Instructor or above. A series of annual appointments shall be considered continuous whether or not interrupted by one or more authorized leaves of absence. However, an authorized leave of absence does not count as a year of service for purposes of the six-year requirement for sabbatical eligibility, nor does it prejudice the faculty member's right to consideration for sabbatical leave. Faculty members employed on academic-year appointments may be considered for a second sabbatical leave after thirteen (13) years of continuous service; for a third sabbatical after twenty (20) years of continuous service; and for a fourth sabbatical leave after twenty-seven (27) years of continuous service. Faculty members employed on 12-month appointments may be considered for a second or subsequent sabbatical (limited to four months) after four-and-one-half years of continuous service following return from the last sabbatical leave; or, in the alternative, may be considered for any one of the three types of sabbatical leave listed in OAR 580-021-0230 after the appropriate number of years of continuous service as designated above. Cases involving mixed terms of service, or other irregular conditions, may be adjusted by administrative officers in accordance with the principles set forth in this division.

**B.** Sabbatical leave privileges may be granted to faculty members in positions of responsibility and trust, even though those staff members do not hold academic rank. Recommendations for sabbatical leave for persons not otherwise qualified may be made in exceptional cases at the discretion of individual presidents.

**C.** For purposes of determining eligibility for sabbatical leave, time spent by a faculty member on an authorized military leave from a Division/institution shall be considered as institutional service, with the understanding that during the military leave the faculty member is considered to have the same academic rank held at the commencement of the leave.

**D.** Salary received by a faculty member during sabbatical leave will be a percentage (determined by OAR 580-021-0225 or 0230) of the faculty member's annual rate multiplied by the average FTE at which the faculty member was appointed during the eligibility years immediately preceding the sabbatical leave. For purposes of this rule, eligibility years are the years of continuous employment that result in the faculty member's eligibility for sabbatical leave.

**E.** Up to four faculty members per year who are applying for two- or three-term sabbaticals will be allowed to divide their sabbaticals among two or three consecutive academic years.

**F.** At the end of the sabbatical leave, the faculty member shall submit a report of the accomplishments and benefits resulting from the leave, filing copies with the division chair, the dean and the provost (OAR 580-021-0215).

## **ARTICLE 22: FACULTY DEVELOPMENT**

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

**Section 2.** The Committee shall consist of faculty representatives from all divisions. Divisions that have twenty members are entitled to two (2) representatives. Ex-officio members of the Committee will include the Provost and the Vice President for University Advancement or their designees.

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

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

**Section 5.** The responsibilities of the Committee include:

**A.** The allocation of resources for:

**1.** Scholarly and creative activities including:

- a.** Travel for participation in professional meetings
- b.** Research/Professional enhancement experiences including equipment (Including related/justified travel.)
- c.** Project grants

**2.** Teaching release time for research and/or scholarly activities as outlined in Article 7.

**B.** Identification and consolidation of any additional funding sources.

**Section 6.** Funding Level

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

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

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



**B.** The University shall devote a total of \$400,000 funding for the 2011-2013 biennium for Type I faculty development. (This funding shall be in addition to carryover of funds allocated to Faculty Development for the 2009-2011 biennium, if any remain).

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

**D.** Teaching release time will be granted according to Article 7, Section 4, A2b).

**Section 7. Allocation of Funds**

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

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

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

## **ARTICLE 23: SUMMER SESSION**

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

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

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

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

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

**Section 5. Cancellation of Low Enrollment Summer Session Courses.** The identification and cancellation of low enrollment courses will be discussed with affected faculty members and division chairs offering the course. Faculty of low enrollment courses will be asked to voluntarily cancel a course or provide rationale for continuation by a set date or, if applicable, make written request following the procedures outlined in Article 16: SALARY, Section 5 for the special summer compensation rate. The date will be established through consultation and examination of enrollment patterns of the previous two summer sessions, and current enrollment projections. The cancellation date will be set by the dean in consultation with the division chair. The final decision to cancel or continue a low enrollment course will be made by the dean. The Director of the Division of Extended Programs (DEP) will cancel low enrollment summer session courses sponsored by DEP after consulting with the affected faculty member, division chair, and the appropriate academic dean.

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

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

**Section 8. Faculty Compensation for Summer Sessions 2012 and 2013:** Refer to Article 16, Section 5.

## **ARTICLE 24: DISTANCE EDUCATION**

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

**Section 2. Faculty Participation.** Faculty participation in distance education shall be subject to mutual agreement between the University and the faculty member. No member of the bargaining unit will arbitrarily have workload reduced, eliminated or consolidated to accommodate electronic technologies. The decision by a faculty member not to participate in distance education courses will not be used in an evaluative manner.

## **ARTICLE 25: 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 26: TOTALITY OF AGREEMENT**

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

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

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

## **ARTICLE 27: NEGOTIATION OF SUCCESSOR AGREEMENT**

For the purpose of negotiating a successor agreement, either party may give written notice during the period of October 15-November 15, 2012 of its desire to negotiate a successor Agreement specifying those new subjects or sections of this Agreement it proposes to negotiate. Such negotiations shall commence with an exchange of written proposals by the parties no later than the first week in February 2013. Those sections of this Agreement not opened by said notices or by subsequent mutual agreement shall automatically become a part of any successor agreement.

**ARTICLE 28: DURATION OF AGREEMENT**

This Agreement shall become effective upon ratification by the parties as affirmed by the signatures herein below and expires June 30, 2013, except where specifically stated otherwise in the Agreement.

**FOR THE UNIVERSITY:**

**FOR THE FEDERATION:**

\_\_\_\_\_  
Mark D. Weiss, President

\_\_\_\_\_  
Scott Beaver, Bargaining Team Chairperson

\_\_\_\_\_  
Kent Neely, Provost & VP for Academic Affairs

\_\_\_\_\_  
Emily Plec, President

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

\_\_\_\_\_  
Dean Braa, VP for Political Action

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

\_\_\_\_\_  
Eliot Dickinson, Secretary

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

\_\_\_\_\_  
Karen Bartholomew—AFT-Oregon

\_\_\_\_\_  
Eric Yahnke, Director of Budget & Payroll

\_\_\_\_\_  
Joel Alexander

\_\_\_\_\_  
Bob Brownbridge

\_\_\_\_\_  
Bryan Dutton

\_\_\_\_\_  
Kathy Farrell

\_\_\_\_\_  
Kristina Frankenberger

\_\_\_\_\_  
Kevin Helppie

\_\_\_\_\_  
Ryan Hickerson

\_\_\_\_\_  
Isidore Lobnibe

\_\_\_\_\_  
John Marsaglia

\_\_\_\_\_  
Jeff Myers

\_\_\_\_\_  
Philip Wade

\_\_\_\_\_  
Steve Wojcikiewicz

\_\_\_\_\_  
Camila Gabaldon Winningham

**The State of Oregon Acting by and through the**

**State Board of Higher Education**  
**On behalf of Western Oregon University**

\_\_\_\_\_  
Date  
Jay Kenton, Vice Chancellor for Finance & Administration



APPENDIX A

AMERICAN FEDERATION OF TEACHERS, WESTERN OREGON UNIVERSITY, LOCAL 2278

Authorization for Dues Deduction from Salary Form

\_\_\_\_\_  
V Number

\_\_\_\_\_  
Last Name (Please Print)

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Middle Name

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Division

APPENDIX B

WESTERN OREGON UNIVERSITY

**GRIEVANCE FORM**

**Grievant's Name:** \_\_\_\_\_

Division: \_\_\_\_\_

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

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

**ARTICLE** \_\_\_\_\_ **Section:** \_\_\_\_\_

**ARTICLE** \_\_\_\_\_ **Section:** \_\_\_\_\_

**ARTICLE** \_\_\_\_\_ **Section:** \_\_\_\_\_

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

**Remedy sought:**

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

\_\_\_\_\_Myself

\_\_\_\_\_AFT-Oregon, Local 2278

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



APPENDIX D

WESTERN OREGON UNIVERSITY

MEMORANDUM OF UNDERSTANDING

DONATED LEAVE BANK

**A. PURPOSE**

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

**Definitions**

1. Employee – A faculty member who is Union eligible and has been employed by the University for 1,039 hours and has a contract for a minimum of 9 months.
2. Family Members – An employee's mother, father, siblings, spouse, children, father-in-law and mother-in-law, and any other individual who is a legal dependent of the employee or for whom the employee has been named as legal guardian.
3. Qualifying Illness or Injury –
  - when an employee is unable to work due to a serious health condition and all of the employee's applicable accrued leave for which he/she is eligible has been exhausted, or
  - when an employee is unable to work because his/her presence is needed to care for a family member who has a serious health condition and all of the employee's applicable accrued leave for which he/she is eligible has been exhausted.
4. Serious Health Condition – Condition as defined by the Family Medical Leave Act (FMLA) and Oregon Family Leave Act. Such definitions are provided in Attachment A.

**B. PROVISIONS**

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

**1. Application for Membership:**

**a.** Applications for membership will be accepted only (1) during the annual open enrollment period. (July 1 for 12 month appointments, September 16 for 9 month appointments yearly) or, (2) during the fifteen-day period immediately following the date an employee passes his/her initial probationary period. A full 8-hour sick leave donation is required regardless of the date the employee enters the program.

**b.** Each member employee must donate a minimum of 8 hours of accrued sick leave annually from his or her accrued leave account. One hour of leave bank time equals one hour of benefit time, regardless of the rates of pay of donors and recipients.

**c.** Employee must submit an *Application for Enrollment* form (Attachment B) to the Human Resources Office requesting membership and authorizing the deduction of sick leave.

**d.** Continued membership is automatic and subsequent annual deductions of accrued leave time will occur immediately following the annual open enrollment period.

To discontinue membership, the employee must forward a written notice to the Human Resources Office during the open enrollment period, requesting withdrawal from the program. Individuals withdrawing from the program will not be entitled to receive any refund of previously donated time nor will they be eligible for any benefit from this program until and unless they are accepted for membership in a subsequent open enrollment period.

e. Only enrolled members may receive benefits. The Donated Leave Bank is in lieu of using the unearned sick leave bank set forth in OAR 580-021-0035 (5).

f. A minimum participation of sixty (60) employees is required to establish and maintain the Donated Leave Bank program. Should initial participation, or subsequent enrollment, fall below sixty employee members, the Leave Bank may be terminated. Prior to termination, the University will meet and consult with the Union to discuss alternatives to termination.

## **2. Request for Benefits:**

a. 1. An employee shall become eligible the day after his/her application for membership is received. An employee requesting benefits must exhaust all paid leave time before using any leave time from the Leave Bank.

b. Requests for benefits are to be submitted by the employee on a *Request for Benefit* form (Attachment C) to the Human Resources Office. If the employee is physically unable to do so, the supervisor may submit the form on the employee's behalf.

c. The following information must be submitted:

- o Employee Name and Job Title
- o The number of hours requested from the Leave Bank. Number of hours may not exceed 520 hours in a rolling 7-year period.
- o A physician's certificate stating the nature of the illness or injury and the estimated date of return to duty, or, if the leave request is to care for a family member, a physician's certification regarding the family member's serious health condition. The certification form is available through the Office of Human Resources webpage or at

<http://www.dol.gov/reg/compliance/whd/fmla/wh380.pdf>

d. Unless the request is an emergency, it must be submitted two weeks prior to the date the employee requests the benefits to begin.

## **3. Benefits:**

a. Benefits will only be awarded for requests recommended by the Donated Leave Bank Advisory Committee and determined by the Director of Human Resources to be in compliance with this policy and for serious health conditions as defined under the Family and Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA). (This excludes leave for (1) the birth of a child or to care for a newborn of an employee or (2) the placement of a child with an employee in connection with the adoption or foster care of a child). Benefits will not be awarded for short-term illnesses e.g., colds, flu, viruses or worker's compensation.

b. Following approval of the request, benefits will begin when all paid leave accruals and short-term disability (if applicable) have been exhausted. This includes sick leave, vacation (if applicable), holiday time, and administrative leave (if applicable).

c. An employee requesting benefits for their own illness or injury shall be entitled to a maximum of 480 hours or the number of hours necessary to satisfy his/her waiting period for Long Term Disability benefits (if applicable), whichever is less.

- In the case of an employee requesting benefits for the care of an immediate family member, benefits shall not exceed 480 hours or the time necessary to give the employee twelve (12) weeks leave, whichever is less.
- In no case will hours be granted from this Leave Bank which will provide paid leave time beyond twelve weeks within a “rolling” 12-month period.
- Benefits may be awarded for a maximum of 520 hours within a “rolling” 7-year period.

**d.** The recommendation of the Donated Leave Bank Advisory Committee and the decision of the Director of Human Resources to approve or deny a request for benefits is final and shall not be subject to any administrative or court challenge. Upon request, the Director will meet with the employee and/or his/her designated representative to discuss the committee’s recommendation and his/her decision to deny benefits under the policy.

**e.** The recipient employee is responsible for all tax liabilities that occur as a result of receiving this benefit.

**f.** Upon approval of a request for benefits, the Human Resources Office will credit the recipient employee’s sick leave accrual account the number of hours approved.

**g.** Should an employee recover and return to duty prior to exhausting all Donated Leave Bank hours credited, the unused hours shall be returned to the Donated Leave Bank.

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

#### **4. . Human Resources Office Responsibility**

**a.** The Human Resources Office will maintain all records relating to the Leave Bank. These records may include, but are not limited to: membership roster, leave balances, usage reports, etc.

**b.** The Human Resources Office will maintain the Leave Bank balance in total hours. The balance will be equal to the number of hours donated, minus the total hours used.

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

**d.** The Human Resources Office shall meet with the employee Unions/associations semi-annually to submit reports indicating the number of hours in the bank, the number of active participants and, bank benefits utilization to date by year.

These reports will be available the 15<sup>th</sup> of any month. A copy of the report is to be provided to the President and vice presidents.

### **C. DONATED LEAVE BANK ADVISORY COMMITTEE**

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

#### **D. LEAVE BANK REFUND**

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

#### **E. LEAVE BANK TERMINATION**

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

## SERIOUS HEALTH CONDITION DEFINITIONS

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

**1. Hospital Care**

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

**2. Absence Plus Treatment**

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

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

**3. Pregnancy**

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

**4. Chronic Conditions Requiring Treatments**

A chronic condition which:

**a.** Requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;

**b.** Continues over an extended period of time (including recurring episodes of a single underlying condition); and

**c.** May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc).

---

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

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



**5. Permanent/Long-Term Conditions Requiring Supervision**

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

**6. Multiple Treatments (Non-Chronic Conditions)**

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

APPENDIX D  
Attachment B

WESTERN OREGON UNIVERSITY

Donated Leave Bank

**APPLICATION FOR ENROLLMENT FORM**

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

APPENDIX D  
Attachment C

**WESTERN OREGON UNIVERSITY**

Donated Leave Bank

**REQUEST FOR BENEFIT FORM**

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

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

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

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

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

2. To care for an immediate family member because said family member has a serious health condition.

Circle one: CHILD –PARTNER/SPOUSE – PARENT – OTHER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

**APPENDIX E**

**WESTERN OREGON UNIVERSITY  
SUMMARY RECOMMENDATIONS FOR FACULTY CONTINUATION ON  
TENURE-TRACK, AWARD OF TENURE, OR AWARD OF PROMOTION**

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

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

Faculty member being evaluated \_\_\_\_\_

Year of initial appointment at WOU \_\_\_\_\_ Years in rank at WOU \_\_\_\_\_

*Recommendation of the Division Personnel Review Committee (DPRC):*

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

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

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

\_\_\_\_\_The candidate should be reappointed for the following year.

\_\_\_\_\_The candidate should be granted tenure.

\_\_\_\_\_The candidate should be promoted to Associate Professor.

\_\_\_\_\_The candidate should be promoted to Full Professor.

Date & Signatures of DPRC Members:

\_\_\_\_\_, DPRC Chair \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

*Recommendation of the College or Library Dean:*

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

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

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

\_\_\_\_\_ The candidate should be reappointed for the following year.

\_\_\_\_\_ The candidate should be granted tenure.

\_\_\_\_\_ The candidate should be promoted to Associate Professor.

\_\_\_\_\_ The candidate should be promoted to Full Professor.

Signature of Dean: \_\_\_\_\_ Date \_\_\_\_\_

Signature of Candidate: \_\_\_\_\_ Date \_\_\_\_\_  
(I have received a copy of these summary recommendations)

***FOR USE IN PROMOTION TO FULL PROFESSOR ONLY***

*Recommendation of the Provost:*

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

\_\_\_\_\_ The candidate should not be promoted to Full Professor.

\_\_\_\_\_ The candidate should be promoted to Full Professor.

Signature of Provost: \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX F**  
**Personnel Review Committee**  
**File Review Guidelines**

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

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

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

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

Candidate Name: \_\_\_\_\_

Date of Review: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

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

Reviewer's Notes:

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

<p><b>TEACHING</b></p> <ul style="list-style-type: none"> <li>• Teaching Philosophy</li> <li>• List of classes taught by term during promotion period.</li> <li>• Syllabi from a range of years for the same courses (including content, organization and methods of evaluation) to demonstrate evolution of approach.</li> <li>• Exams and other assessment methods</li> <li>• Original instructional materials</li> <li>• Major assignments for each class</li> <li>• Reflections on mentoring and oversight of student scholarship or service learning</li> <li>• Evidence of teaching effectiveness</li> <li>• Comparative data from the mutually agreed upon student course evaluation instrument (SCEI), provided by the University. Peer and supervisor evaluation and observation reports</li> <li>• Professional development related to instruction</li> <li>• Contributions to course/program design, development, or advancement</li> <li>• Additional evidence of instructional success</li> </ul>	<p><b>COMMENTS</b></p>		
<p><b>OVERALL EVALUATION OF TEACHING</b></p>	<p>Does Not Meet Expectation</p>	<p>Meets Expectation</p>	<p>Exceeds Expectation</p>

Reviewer's Notes:



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

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

Reviewer's Notes:

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

Reviewer's notes:

---

<sup>1</sup> Boyer, E. (1990). *Scholarship reconsidered: Priorities of the professoriate*. Princeton, NJ: Carnegie Foundation for the advancement of Learning.

APPENDIX G

One-time Retention Adjustment for  
Non-tenure Track Faculty  
(This APPENDIX G will sunset June 30, 2013.)

A one-time retention adjustment will occur to the salary rates for Non-tenure track faculty effective no later than September 1, 2012. Such increases will be granted as described below.

ALL YEARS OF EXPERIENCE ARE CALCULATED BASED ON WOU CONTINUOUS TEACHING SERVICE THROUGH JULY 1, 2011. SERVICE AFTER JULY 1, 2011 IS NOT COUNTED IN ESTABLISHING THE ONE-TIME ADJUSTMENT EFFECTIVE ON THE DATE DETERMINED ABOVE.

Continuous teaching service shall mean that the non tenure track individual teaches routinely over a period of years. This may be every term or some predictable pattern of teaching, e.g., every fall and winter term; every fall term over at least the prior three years.

## **Non-Tenure Track Faculty One-time Retention Adjustment**

- Lecturer with 4-4.99 years: Annual salary of \$24,838
- Instructor with 4-4.99 years: Annual salary of \$32,471
- NTT Assistant Professor with 4-4.99 years: Annual salary of \$36,348

The following NTT faculty members are “grandfathered in” at their current salary levels and not subject to the above adjustments:

- Lecturer with 4-4.99 years and an annual salary greater than \$24,838
  - Instructor with 4-4.99 years and an annual salary greater than \$32,471
  - NTT Assistant Professor with 4-4.99 years and an annual salary greater than \$36,348
-