COLLECTIVE BARGAINING AGREEMENT

Between

WESTERN OREGON UNIVERSITY
AMERICAN FEDERATION OF TEACHERS, AFL-CIO

Local 2278,
WOUFT/OFTEHP, AFL-CIO

and

WESTERN OREGON UNIVERSITY

April 3, 2002 through June 30, 2003

TABLE OF CONTENTS

PREAMBLE

This Collective Bargaining Agreement, entered into as of April 3, 2002, is between the State of Oregon, acting by and through the State Board of Higher Education on behalf of Western Oregon University, and the Western Oregon University Federation of Teachers.

Article 1. RECOGNITION

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

Members of the bargaining unit are employees of WOU who hold academic rank (Professor, Associate Professor, Assistant Professor, Adjunct Assistant Professor, Adjunct Instructor and Adjunct 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 Office of Extended and Summer Studies, 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 means is stated:

1. "Agreement" means all the definitions, terms, and provision set forth in this contract consisting of 25 articles, excluding titles of articles, headings, and preamble, which are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning of any provision of this contract. The Memorandum of Understanding is a non-contractual understanding between the University and the Union.

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

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

4. "University" means Western Oregon University.

5. "Days" means University academic workdays.

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

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

8. "Division Chair" means the chair or director of a Division as defined in item 6 above.

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

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

11. "Part Time Faculty Titles." All fixed term faculty hired to perform teaching duties will be designated by one of the following titles:

    (a) Fixed term faculty holding baccalaureate degrees in disciplines where the Ed.D. or the Ph.D. is the highest earned degree shall hold the title of "Adjunct Lecturer."

    (b) Fixed term faculty holding masters degrees in disciplines where the Ed.D. or the Ph.D. is the highest earned degree shall hold the title of "Adjunct Instructor."

    (c) Fixed term faculty holding the Ed.D., Ph.D. or the M.F.A. shall hold the title of "Adjunct Assistant Professor."

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

13. "Union" means the Western Oregon University Federation of Teachers, AFT Local 2278, AFL-CIO.

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

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

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

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

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

19. "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.

Article 3. UNION RIGHTS AND RESPONSIBILITIES

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

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

Section 2. Released Time. Up to six members of the Union negotiating team may be released from unscheduled (as distinguished from scheduled) duties one month prior to negotiations and during the period of active contract negotiations. The Union bargaining 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 reasonable use of the University mail distribution services for notifying members of Union meetings and for communicating with members on official business matters of the Union.

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

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

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

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

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

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

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

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

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

Article 4. CONSULTATION

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

Section 2. The parties understand and agree that meetings held as provided in Sections I of this Article shall not constitute or be used for the purpose of contractual negotiations. Neither shall such meetings be used in lieu of the grievance procedure provided for in Article 15 (Grievances).

Article 5. RIGHTS OF MEMBERS

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

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

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

Section 4. Professional Meetings. The University recognizes the benefits that accrue to the faculty member and to the University from active participation and involvement in the professional associations and societies of the various disciplines. In addition to sums available in divisional budgets, the University will provide the sum of $12,000 annually for the duration of this Agreement to support member attendance at professional meetings and conferences. The allocation of travel funds shall be made by the Provost or designees. The University agrees to continue its past practice of awarding travel funds on a reasonably equal division among the major administrative units and

will continue its allocation to members of the library faculty and those who are not attached to a department or division. Priority shall be given to faculty requests in the following order:

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

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

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

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

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

Section 5. Use of 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 media center, duplication services, computer center and the use of University equipment are available to the faculty in connection with the professional writing, research, or approved service subject to availability and to reimbursement at prevailing rates charged by the University.

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

Section 7. 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 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 such as WOU This Week. During periods when WOU This Week is not published, positions announcements will be provided to the Union President or designee.

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

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

Article 7. ASSIGNMENT OF DUTIES

Section 1. As provided in Article 12 (Responsibilities of Members), faculty members shall be available for assignment of professional duties for the entire period of their appointment. Professional duties are recognized to include teaching; scholarly or creative endeavor; service to the division, institution and the profession; and academic advising of students.

The University recognizes that it shares with its faculty the responsibility for appropriate accounting of time and effort, as well as, for the development and improvement of faculty performance. Accordingly, the University and faculty agree that Sections 2 through 12 below describe aspects of a faculty member's professional responsibilities and performance in these areas shall be taken into account in all personnel actions, including the award of "merit".

Section 2. Professional duties shall be assigned by the Division Chair or appropriate administrative officers in accordance with the needs of the division and the strengths of the faculty member. The University will endeavor to ensure that assignments are made only after consultation with the faculty member.

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

Section 4. The University recognizes the importance of teaching and also scholarly and creative faculty activities to the success of the institution. Full teaching assignments shall include 12 course credit hours of scheduled teaching (or the equivalencies in effect since the 1982-83 academic year for coaching, laboratory or similar assignments) per academic quarter. The University also recognizes

the need to support faculty research and scholarship activities and may substitute research or scholarship duties for a portion of a full-time annual or full-time quarterly faculty teaching assignment. Such scholarship or research teaching assignment substitutions will be made by the University to individual faculty assignments for the purposes of strengthening selected academic programs or faculty development. This substitution shall be granted to individuals only. No departments shall be granted a department wide reduction in load.

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

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

Section 5. Faculty Professional Report Annually. Each faculty member shall prepare for review by his/her division colleagues, and Professional Report that indicates completed activities in the following areas: teaching, course and curriculum development, academic advising, scholarship, service to the University, service to the community. Each faculty member shall submit his/her professional report to the Dean of the relevant College no later than June 1st. The Provost and the Union shall meet to develop a standard form for the Professional Report.

Section 6. Notwithstanding the provisions of Section 4 of this Article, the University reserves the right to employ part-time faculty on the basis that 1.00 FTE equals fifteen (15) course credit hours (or equivalents) by limiting the duties of such employees to classroom teaching.

Section 7. Faculty teaching in-load courses in any off-campus program requiring three or more hours of round trip driving time will teach 9 course credit hours during the quarter in which the off-campus in-load course is taught. The faculty member will also be reimbursed for food and lodging at the prevailing OUS rates, as applicable, but not less than those rates in effect at the time of agreement.

Section 8. Wherever possible the University will endeavor to arrange teaching schedules that avoid excessive numbers of preparations and recognize evening and/or off-campus assignments. Class sizes will be established by the appropriate academic dean in consultation with division chairs and affected faculty. Annual review of class sizes will occur when the University master schedule is developed. The University will attempt to minimize changes to class sizes as published in the University master schedule. Any such changes will occur after consultation with affected faculty.

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

Section 10. Assignments to the summer session shall be based upon the needs of the summer session schedule as determined by the Director of Extended Programs in consultation with the divisions involved.

Section 11. Assignment of professional duties of librarians, counselors, and other professional support staff shall be in keeping with the needs of the organizational unit. Such assignments may include assignment to committees with time allotted within the normal work week for participation in such activities.

Section 12. Full-time teaching faculty shall establish and maintain a minimum of five (5) scheduled office hours per week. Those members with less than full-time appointments shall establish minimum office hours in ratio to their part-time appointment.

Article 8. EVALUATION

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

Section 2. Performance evaluations shall be conducted:

A. Annually for non-tenured members of the faculty and other employees with five or fewer years continuous employment, and

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

Section 3. The Division Chair shall be responsible for:

A. Conducting these evaluations (Evaluation of faculty with split appointments will be the responsibility of the Chair of the member's primary Division with the obligation to confer with the other Division.);

B. Developing the scope of the review and procedures for the evaluations with consultation with the appropriate Dean and the Division personnel committee.

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

A. Evaluations will focus on performance and accomplishments of the period since the last evaluation and shall include a review of all prior annual evaluations, with particular attention given to areas, which previously needed improvement.

B. A high rating in all components is not a prerequisite to an acceptable evaluation, although the evaluation will include each of the following components as defined and in order of their importance.

1. Teaching as the Primary Job Assignment
   When the primary job assignment of a faculty member is the instruction of students, no other evaluation component shall be assigned as much importance as teaching, or

2. Non-Teaching Primary Job Assignment
   If a faculty member's primary job assignment is other than teaching, that assignment shall be regarded as being of equivalent importance to teaching in all evaluations.

3. Research and Scholarship
   To continue as effective teachers, faculty members must remain in contact with the most recent advances in their disciplines and, when possible, contribute to this advancement. Faculty research and scholarship includes the presentation of papers, the publication of books, monographs, articles, book reviews, artistic performances, and artistic exhibitions. Except for the primary job assignment, no other evaluation component shall be assigned as much importance as Research and Scholarship.

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

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

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

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

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

   1. For those whose primary assignment includes teaching, teaching performance will be evaluated on the basis of-

      a) A written peer evaluation report on the faculty member's teaching based on classroom observation and a review of syllabi, texts, tests and other class materials; and

      b) Student ratings of classroom performance shall be used only as a supplement to other evaluative materials and shall be considered in relation to the level and type of class being

rated -- e.g., core curriculum requirement, lower division course, or upper division course for majors.

2. For those whose primary assignment is a non-teaching position, performance will be evaluated on the basis of:

   a) A written peer evaluation report on the employee's work based on observation of procedures, student support and general divisional standards; and

   b) Administrator, faculty and, if available, student ratings of the employee's performance in a role which assists the academic mission of the institution. Student ratings-shall be used only as a supplement to other evaluative materials.

B. A summary of professional activities and accomplishments prepared by the employee;

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

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

Section 6. Evaluations for Merit. When evaluating a faculty member for merit, performance must be considered for the period of time that has elapsed since the last University merit award process and shall be based on the categories as stipulated in this article: Teaching, Research and Scholarship, Professional Service, Institutional Service, Academic Advisement, or a Non-Teaching Primary Job Assignment.
Recommendation regarding merit may be reviewed through the grievance procedure beginning at Step 1 and ending after the Provost's level. The arbitration article shall not apply to merit grievances.

Section 7. Evaluation Conferences. The Division Chair shall schedule a conference with each faculty member to discuss the results of the evaluation. The Chair shall prepare a summary of the evaluation conference which shall be presented to the faculty member within ten (10) days of the conference and placed in the personnel files in the offices of the Division, Dean and the Provost. The faculty member shall sign the report to acknowledge receipt thereof.

Section 8. Employee Rebuttals. The faculty member shall have the opportunity to file a commentary or rebuttal to any part of the evaluation report. This response shall be a permanent part of the evaluation.

Section 9. Evaluations which Indicate Need for Improvement. If an employee is given an evaluation which includes an indication that improvement is needed in any area(s), including collegiality, the employer shall provide the employee a written report containing specific suggestions and guidelines for improvement. The Provost shall provide the relevant Personnel Review Committee with a copy of the report. The employee will be granted reasonable time, up to one academic year, for improvement. Subsequent review(s) delivered to the employee in writing shall focus on the employee's performance during the specified timeline. All parties involved in the reevaluation shall adhere to the guidelines and suggestions specified in the written report.

Section 10. In order to facilitate familiarity with the evaluation process, the Provost will review timelines and criteria of the University's faculty evaluation policies with Academic Deans, Chairpersons, members of the various Personnel Review Committees, and the Union at the beginning of each academic year.

Article 9. PROMOTION AND TENURE

Section 1. Promotion and Tenure. Promotion to Associate Professor shall occur at the same time that Indefinite Tenure occurs. Promotion to the rank of Associate Professor prior to tenure may be awarded in cases of outstanding teaching and research or other extraordinary contributions to the faculty member's discipline. Indefinite Tenure shall become effective at the beginning of the sixth year of full
time service. A faculty member may be considered for promotion to Associate Professor after three years of continuous service as Assistant Professor at this University or other colleges. In the event that Indefinite Tenure is not awarded, the faculty member shall be offered a final, one year, non-renewable contract for the sixth year of service. The College Dean, at her/his discretion, may choose to recognize the sixth year as a final probationary period after which the faculty member shall be re-evaluated. The awarding of Indefinite Tenure prior to the fifth probationary year is possible in extraordinary cases of outstanding teaching, research and scholarship, or when eligibility for early consideration has been stipulated in the initial hiring contract. Failure to achieve early tenure shall not result in the offering of a final, one year, non-renewable contract for the next academic year.

A faculty member who is initially hired as an Associate Professor shall either be awarded tenure as a condition of hiring or shall be considered for tenure during the third year of full time, probationary service. In this case, the tenure award shall become effective at the beginning of the fourth year of full time service. If tenure is not awarded, then a fourth year fixed term non-renewable contract shall be offered. The College Dean, at her/his discretion, may choose to recognize the fourth year as a final probationary period after which the faculty member shall be re-evaluated for tenure. The awarding of Indefinite Tenure prior to the third probationary year is possible in extraordinary cases of outstanding teaching, research and scholarship, or when eligibility for early consideration has been stipulated in the initial hiring contract. Failure to achieve early tenure shall not result in the offering of a final, one year, non-renewable contract for the next academic year.

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

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

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

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

Section 5. Faculty with assignments in more than one Division are responsible for initiating files for review in all areas of assignment. All records relevant to division consideration for promotion and/or tenure, including recommendations, will be sent to the faculty member's primary Division Personnel Review Committee, which will act in accordance with the provisions of this Article. The recommendation of the faculty member's primary division shall prevail.

Section 6. Procedural Steps.

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

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

C. The PRC of each Division shall review the requests of all individuals from that Division who seek promotion and/or tenure. The PRC shall make a recommendation to the College Dean in each case with appropriate supporting information.

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

E. If the Division PRC or and the Dean concur favorably in their recommendations about a faculty member, the file should be forwarded to the President. If requested by the President, the Provost will make an independent recommendation to the President.

F. If a Division PRC or College Dean recommends a faulty member unfavorably for tenure or promotion, the Provost shall notify the member about the recommendation(s) in writing by not later than March 1. The Provost shall inform the member of-

   1) The source(s) of the unfavorable recommendation(s),

   2) The right of the member to request review from her/his School PRC under the conditions of Subsection 6H.

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

H. If a faculty member receives unfavorable recommendations from both the Division PRC and the School Dean, there shall be no review by the School PRC. In the case of a mixed recommendation from the Division PRC, the School Dean, and/or the Provost, the faculty

member may make a written request for review. The faculty member shall inform the Provost of this request by March 15. If the faculty member fails to make a request by that date, the Provost will make an independent recommendation about the faculty member to the President.

I. A College PRC shall review all requests brought to it by the Office of the Provost. The PRC shall consider all issues relating to the processes and academic judgment while making this review. The PRC's recommendation will be forwarded to the President. In the event that the faculty member being reviewed is a librarian, the Dean of the College of Liberal Arts and Sciences shall serve as the Chair of the Liberal Arts and Sciences College PRC.

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

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

L. The University will allocate in 2001-02 and 2002-03 a sum of money sufficient to fund each faculty member promotion in academic rank, a promotion increase as follows:

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

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

Article 10. PERSONNEL FILES

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

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

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

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

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

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

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

Article 11. RESPONSIBILITIES OF THE MEMBERS & DISCIPLINARY PROCEDURES

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

Summer Sessions. The obligations of the faculty members on a summer session contract shall begin in June. Every day within the inclusive dates of the summer session contract is a regular day of employment except for those for which there is a legislative or employer authorization to be absent from 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; assisting in the admission, orientation and registration of students; being available as needed during preregistration, registration; service on academic year committees; and other normal duties of University faculty members. Summer session appointment notices are conditional on classes meeting minimum student enrollment requirements. Assignments may be modified or cancelled if enrollment is insufficient.

Section 2. In summer session, inasmuch as finals week is a week of instruction, it will be the responsibility of members to administer final examinations in those courses for which such examinations are appropriate only during the times scheduled by the University for such purposes. Permission to administer the final examination at another time may be granted by the Dean of the College, after request by the member made through the Division Chair, and upon demonstration of educationally justifiable reasons therefor.

Section 3. A member may be subject to corrective discipline for failure to carry out the responsibilities and/or meet the obligations of a professional member of the Western Oregon University academic community.

Section 4. Counseling. Recognizing the importance of counseling in effective corrective discipline, the parties agree that counseling will take place before sanctions are imposed. Further, the parties agree that sanctions, when imposed, will progress from minor to severe for repeated failure to meet professional obligations. However, in some circumstances, actions or omissions, which have resulted or will result in irreparable harm to the academic community or members thereof, may require imposition of severe sanctions in the first instance.

Section 5. Disciplinary Sanctions. Sanctions shall be limited to written reprimand, suspension with pay, suspension without pay, denial of salary increase, temporary reduction of salary and discharge.

Section 6. Unexcused Absence. Although the effect of absence of teaching and/or research faculty is difficult to measure, unauthorized or unjustified absence from class, research, counseling activities or other scheduled duties in excess of five (5) consecutive scheduled or regular work days is sufficient basis for withholding salary for the work days absent pending investigation and/or acceptable explanation of the circumstances of the absence.

Section 7. If the University believes that there is just cause for the imposition of sanctions, the following procedures shall be followed.

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

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

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

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

Article 12. RETENTION OF NONTENURED EMPLOYEES

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

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

Section 2. No appointment other than one which carries indefinite tenure shall create any right, interest, or expectancy in any further appointment beyond its specific term, except as provided in Article 16 (Layoff) and as needed to meet the requirements of timely notice, if any.

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

Article 13. RESERVED RIGHTS OF THE UNIVERSITY

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

Only alleged violations of limitations on reserved rights contained in this Agreement shall be subject to Article 14 (Grievances).

Article 14. GRIEVANCES

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

Section 2. Resort to Other Procedures. If prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in progress, a member seeks resolution of the matter in any external forum, whether administrative or judicial, the University shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure or pursuant to Article 16 (Arbitration).

Section 3. Definitions.

A. The term "grievance" means an allegation that there has been a violation, misinterpretation, or improper application of the express terms of this written Agreement. The term "grievance" shall not include complaints related to matters of academic judgment, except as provided for in Article 8, Section 4; Article 9, Section 6; Article 13; and Article 15, Section 6.

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

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

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

Section 4. General Provisions.

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

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

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

D. Failure at any step of this procedure to comply with the specified time limits including any extension thereof, shall be considered acceptance by the grievant of the decision rendered at the

previous step. Failure to communicate the decision on the grievance at any step within the time limits, including any extensions thereof, shall allow the grievant to proceed to the next step.

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

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

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

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

Section 5. Presentation of Grievances.

Formal Grievances

All grievances shall be presented at the proper step, in writing, within twenty (20) days of the act, omission, or commencement of the condition on which the grievance is based, or after the date on which the member knew or reasonably should have known of such act, omission, or condition if that date is later. In no event, however, shall grievances be presented more than 120 days after the act, omission, or commencement of the condition on which the grievance is based.

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

a. The alleged event(s), situation(s), or act(s) in violation of the contract provisions;
b. The date thereof;
c. The specific provision of this Agreement which is in dispute; and
d. The remedy sought.

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

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

Step 2. President's Level. Within five (5) days of the expiration of the period allowed for resolution at the Provost's level, or within five (5) days of an unsatisfactory decision at the Provost's level if that date is earlier, the grievance may be filed with the President of the University. The President or

designee shall meet with the grievant within five (5) days of receipt of the grievance for review and shall send a decision in writing to the grievant and the Union within ten (10) days of such meeting.

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

Step 4. If the grievance is not resolved, the complaining party may give to the other notice of intent to arbitrate within the time limits provided in Article 15 (Arbitration).

Section 6. Nothing in this Article or Agreement is to be interpreted as denial of the right to grieve or seek arbitration of alleged failure to follow prescribed procedures in evaluation and in recommendations for promotion and merit salary increases.

Article 15. ARBITRATION

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

Section 2. Within ten (10) days of receipt of notice of intent to arbitrate, the parties shall meet to attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within five (5) day of the meeting, the party initiating arbitration shall request the Employment Relations Board to submit a list of five (5) arbitrators, none of whom shall be an employee of the Oregon University System unless both parties have agreed to the contrary. Each party shall alternately strike a total of two (2) names from the list of five (5); the remaining person shall be selected as the arbitrator.

The party initiating arbitration shall strike the first name.

If the arbitrator selected cannot hold the hearing or render a decision within the time limits provided herein and either party does not agree to an extension of time, the selection procedure as provided herein shall be repeated using the remaining names on the Arbitration Panel or a new list from the Employment Relations Board, as appropriate.

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

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

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

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

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

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

Section 6. Authority of the Arbitrator. The arbitrator shall neither add to, subtract from, modify or alter the terms or provisions of this Agreement. The arbitrator shall refrain from issuing any statement, opinion, or conclusions not essential to determination of the issue submitted.

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

Except as otherwise provided in this section, the arbitrator shall have no authority to hear or decide any issue or grievance related to matters involving "academic judgment" as defined in Section 3, Article 15 (Grievance). In cases involving the exercise of discretion, the arbitrator shall not substitute personal judgment for that of the faculty or the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the procedural steps provided in this agreement have been followed. If the arbitrator determines that procedural steps have not been followed where an exercise of "academic judgment" or administrative discretion is involved, the arbitrator shall direct that the matter be reconsidered by the appropriate official in accordance with relevant procedural steps. In no case may the arbitrator direct that a member be reappointed, promoted, or awarded indefinite tenure. The arbitrator, however, may direct that the status quo ante be maintained until a judgment is made having properly followed appropriate procedural steps.

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

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

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

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

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

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

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

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

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

Article 16. LAYOFF

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

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

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

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

The magnitude of the layoff shall be commensurate with the condition necessitating such layoff.

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

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

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

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

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

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

appointed the individual as a member of the Division or program. Upon request by the Union, the University agrees to provide the Union with a list containing the date of original appointment to the Division, discipline, or program.

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

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

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

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

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

Article 17. SALARY

Section 1. Employees Retirement. For work performed on and after July 1, 1985, WOU shall continue to pay on behalf of members then participating in the Public Employee Retirement System (PERS) the statutorily required employee contribution (ORS 237.071), including the amount required under ORS 237.073 if the TIAA-CREF option has been elected. Such payments on behalf of members shall continue for the life of this agreement or until such earlier time as a member may cease to be a participating member of PERS.

The full amount of members' contributions paid by WOU to PERS on behalf of members shall be considered as "salary" within the meaning of ORS 237.003(8) for the purpose of computing "final average salary" within the meaning of ORS 237.003(12), but shall not be considered "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071. The contributions paid by the University on behalf of members shall be credited to

employee accounts pursuant to ORS 237.07(2), and ORS 237.073 if applicable, and shall be considered to be employee contributions for the purposes of ORS 237.001 to 237.320.

New members joining PERS after January 1, 1996 will be under different contribution rates than those who were members prior to January 1, 1996. Note: This change in contribution rate is due to passage of House Bill 2476.

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

Section 3. Individual Salary Base. The salary base for determining the salary increase for faculty members currently employed shall be the faculty member's 2001 step salary less any stipends.

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

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

A. **Annual Tenure and Tenured Faculty.** For annual tenure and tenured faculty, there will be 30 step salary step system (Salary Schedule Part A), starting with the normal entry level salary for assistant professors, with increasing steps at intervals of 2%. Twelve month faculty will be assigned salaries on the basis of their step times the ratio of their annual salary to 9-month faculty -i.e. 11 to 9.

   i. For the current Bargaining Agreement, the normal entry-level salary for assistant professors will be $37,008. For 12-month faculty, the entry level will be $45,240. Prior service beyond the awarding of the doctorate or other terminal degree will be considered for salary adjustment purposes. One step per one year of service to a maximum of three steps will be granted. For purposes of salary level placement, those serving as division chairs shall receive one year credit on the salary schedule for each year served as chair.

   ii. Faculty members will be awarded 1 step per year of service in the salary system. Leave without pay will not be considered full-time service in figuring years of service. Sabbatical leave will be considered full-time service in figuring years of service.

   iii. Faculty who receive promotion from assistant professor to associate professor or from associate professor to full professor shall receive, in addition, four steps in the salary system.

   iv. Assistant professors shall not receive general merit increases beyond the 22nd step. Associate professors shall not receive general merit increases beyond the 26th step.

v. **Market Place Step Advances (Business and Computer Science).** The University offers degrees and programs in disciplines subject to national market pressures, which cause competitive faculty starting salaries to exceed the starting salaries of other disciplines. The disciplines subject to these national salary pressures at WOU presently are those contained in the Divisions of Business and Computer Sciences. Other Divisions may contain disciplines that, in the future, will be subject to national market pressures on faculty starting salaries. If this happens, the University will negotiate with the Union to include other Divisions in this agreement.

Therefore, in order to make competitive starting salaries of the disciplines in these designated units the University may make starting salary offers up to a maximum of ten steps beyond the first step in the salary schedule for the rank in question. Other faculty in the disciplines affected by a market place step advance will also receive an equivalent step advance for this contract period.

The University will inform the Union of any and all market place step advances. Faculty subject to these advances will be placed on the nearest highest step in the salary schedule. Step advances made in accordance with this provision shall not be considered salary anomalies. The University may negotiate added steps beyond the ten agreed to here with the consent of the Union.

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

July 1, 2001 (12-month) September 16, 2001 (9-month) October 1, 2001 (Deferred Pay Plan)	One-step (2%) increase on the 2001 salary schedule.
July 1, 2002 (12-month) September 16, 2002 (9-month) October 1, 2002 (Deferred Pay Plan)	One-step (2%) increase on the 2001 salary schedule.
March 1, 2003 (12-month) March 15, 2003 (9-month) April 1, 2003 (Deferred Pay Plan)	Conversion to the March 2003 salary schedule.

vii. Annual Tenure and Tenured Faculty Salary Schedule Part A

Step	2001	March 2003
1	$37,008	$38,124
2	$37,755	$38,889
3	$38,511	$39,672
4	$39,285	$40,464
5	$40,077	$41,283
6	$40,887	$42,120
7	$41,706	$42,966
8	$42,543	$43,821
9	$43,398	$44,703
10	$44,271	$45,603
11	$45,162	$46,521
12	$46,071	$47,457
13	$46,998	$48,411
14	$47,943	$49,383
15	$48,906	$50,382
16	$49,887	$51,390
17	$50,886	$52,416
18	$51,912	$53,478
19	$52,956	$54,549
20	$54,018	$55,647
21	$55,107	$56,763
22	$56,214	$57,906
23	$57,339	$59,067
24	$58,491	$60,246
25	$59,661	$61,452
26	$60,858	$62,685
27	$62,082	$63,945
28	$63,324	$65,232
29	$64,593	$66,537
30	$65,889	$67,869

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

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

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

	September 2001	September 2002	March 2003
Bachelor's degree	$18,000	$18,360	$18,918
Master's degree	$24,000	$24,480	$25,218
Doctoral degree/ Terminal degree	$27,000	$27,540	$28,368

ii. For the current Bargaining Agreement, adjunct lecturers shall not be paid less than $18,000, adjunct instructors shall not be paid less than $24,000 and adjunct assistant professors shall not be paid less than $27,000.

iii. Salary adjustments and conversion to the above salary schedule for adjunct faculty shall occur as follows:

September 16, 2001 October 1, 2001 (Deferred Pay Plan)	Conversion to the salary schedule in i. above or a 2% increase, which ever is more.
September 16, 2002 October 1, 2002 (Deferred Pay Plan)	A 2% salary increase.
March 15, 2003 April 1, 2003 (Deferred Pay Plan)	A 3% salary increase.

Section 6. Summer Sessions 2002 and 2003: The rate of pay for the 2002 Summer Session will be 18% of the faculty member's current salary rate. The rate of pay for part-time and full-time will be nine (9) credit hours for full-time teaching. The rate of pay for the 2003 Summer Session will be 18%, unless an enrollment target of 9,000 credit hours is reached in the summer of 2002. This enrollment must be distributed as follows: 5,500 graduate hours and 3,500 undergraduate hours. If this enrollment target is reached, the Summer Session pay rate for 2003 will be 20%.

Article 18. HEALTH AND DENTAL INSURANCE

The university will pay a combination of tiered Employer Contributions and an Employer Subsidy to provide fully-paid medical, dental, and basic life insurance for each eligible faculty member through the Public Employees Benefit Board.

Monthly Contribution, Plan Years 2002 and 2003:

Employee Only	$387.14
Employee+Spouse/Partner	$520.12
Employee+Child(ren)	$443.59
Employee+Family	$531.97
Medical Opt Out	$387.14

Employer Subsidy: In 2002, a subsidy equal to the cost increases in medical, dental, and basic life insurance, is provided to pay the full cost of these plans. In 2003, a subsidy increase up to 14.4% of the total for 2002 will be provided. Should the subsidy increase be insufficient to cover full premium costs at current benefit levels, the parties shall jointly petition the Public Employees Benefit Board for reserves, a per capita share of which will be used for employees covered under this Agreement. If costs exceed the maximum subsidy in 2003, the parties will meet and discuss additional funding options.

WOU will pay any difference in costs for health and dental coverage for December 2001 which employees may have incurred during the contract negotiation period.

Article 19. OUTSIDE EMPLOYMENT

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

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

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

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

Article 20. NOTICES AND COMMUNICATION

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

For The Union:

President
Western Oregon University Federation of Teachers
Western Oregon University
Monmouth, Oregon 97361

For The University:

President
Western Oregon University
Monmouth, Oregon 97361

For The University System:

Chancellor
Oregon University System
Post Office Box 3175
Eugene, Oregon 97403

Article 21. MISCELLANEOUS PROVISIONS

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

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

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

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

Article 22. SABBATICAL

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

A. An academic staff member may be considered for sabbatical leave only after having been continuously employed in the Department of Higher Education at half-time or more for six academic or fiscal years at the rank of instructor or above. A series of annual appointments shall be considered continuous whether or not interrupted by one or more authorized leaves of absence. However, an authorized leave of absence does not count as a year of service for purposes of the six-year requirement for sabbatical eligibility, nor does it prejudice the staff member's right to consideration for sabbatical leave. Academic staff members employed on academic-year appointments may be considered for a second sabbatical leave after thirteen (13) years of continuous service; for a third sabbatical after twenty (20) years of continuous service; and for a fourth sabbatical leave after twenty-seven (27) years of continuous service. Academic staff members employed on 12-month appointments may be considered for a second or subsequent sabbatical (limited to four months) after four-and-one-half years of continuous service following return from the last sabbatical leave; or, in the alternative, may be considered for any one of the three types of sabbatical leave listed in OAR 580-21-0230 after the appropriate number of years of continuous service as designated above. Cases involving mixed terms of service, or other irregular conditions, may be adjusted by administrative officers in accordance with the principles set forth in this division.

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

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

D. Salary received by an academic staff member during sabbatical leave will be a percentage (determined by OAR 580-21-0225 or 0230) of the staff member's annual rate multiplied by the average FTE at which the staff member was appointed during the eligibility years immediately preceding the sabbatical leave. For purposes of this rule, eligibility years are the years of continuous employment that result in the staff member's eligibility for sabbatical leave.

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

Article 23. 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 24. 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 25. NEGOTIATION OF SUCCESSOR AGREEMENT

For the purpose of negotiating a successor agreement, the Union will send written notice to the University during the month of May in the expiration year of this Agreement specifying those new subjects or sections of this Agreement it proposes to negotiate. The University shall send written notice to the Union in the month of June in the expiration year of this Agreement specifying those new subjects or sections of this Agreement it proposes to negotiate. Those sections of this Agreement not opened by said notices or by subsequent mutual agreement shall automatically become a part of any successor agreement.

Article 26. DURATION OF AGREEMENT

This Agreement shall be effective from the date of the signatures herein below through the Summer Session of 2003.

FOR THE UNIVERSITY:

Betty Youngblood, President

John P. Minahan, Provost

Darin Silbernagel, VP for Finance and Business

Judy Vanderburg, Director of Human Resources

Joe Sicotte, Chief Negotiator

FOR THE FEDERATION:

Dean Bethea

Gavin Keulks

Mark Perlman

Cornelia Paraskevas

Ed Dover

Dean Braa

Kimberly Jensen

Roy Bennett

Randall Engle

David Wright

Stephen Gibbons

Molly Mayhead, President AFT/WOUFT Local 2278

Peter Callero, Bargaining Team Chairperson

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

Thomas Anderes, Vice Chancellor
for Finance and Administration

Date April 3, 2002

APPENDIX A

WESTERN OREGON UNIVERSITY FEDERATION OF TEACHERS

Local 2278 AFT, AFL-CIO

Authorization for Dues Deduction from Salary

_____
Social Security Number

_____ _____ _____
Last Name (Please Print) First Name Middle Name

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

_____ _____
Date Signed Signature

_____
Division

APPENDIX B

WESTERN OREGON UNIVERSITY

GRIEVANCE

Name:

Division:

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

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

Article _____ Section _____
Article _____ Section _____
Article _____ Section _____

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

Remedy sought:

I will be represented in this grievance by:

_____ Myself _____ WOU/FT

Grievant's signature _____ Date_____

APPENDIX C

NOTICE OF INTENT TO ARBITRATE

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

_____ dated _____ which was not resolved satisfactorily at Step Two of the grievance procedure.

The following statement of the issue to be presented for arbitration is proposed:

_____ _____

Authorized Representative, Date
WOU Federation of Teachers

I hereby authorize the WOU Federation of Teachers to proceed to arbitration with my grievance. I understand and agree that by filing this notice I hereby waive any rights concerning review or appeal of the decisions as Steps One and Two of the grievance procedure by the Chancellor, the Board of Higher Education, or judicial review as a contested case under the Administrative Procedures Act (ORS Chapter 183). 1 hereby authorize the Federation and the University, or its representatives, to use copies of material in my personnel file which are pertinent to this grievance and to furnish copies of the same to the arbitrator.

_____ _____

Grievant's signature Date

APPENDIX D

MEMORANDUM OF UNDERSTANDING

FACULTY DEVELOPMENT

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

Section 2. The Committee shall consist of faculty representatives from all divisions. Divisions that have twenty members are entitled to two (2) representatives. Ex-officio members of the Committee will include the Provost and the Vice President of 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 of professional meetings

   b. Research/Professional enhancement experiences including equipment (Including related/justified travel.)

   c. Project grants

2. Release time for research and/or scholarly activities

B. Establishment of guidelines for the allocation of development monies.

C. Identification and consolidation of funding sources.

(The parties agree that the funding level, while not a part of the Appendix or Agreement be set at $80,000 for each academic year of the biennium.)

Section 6. The University will provide training in the grant writing process through the Teaching Research Division and the Center for Teaching and Learning.