

Collective Bargaining Agreement
by and between

Western Oregon University

And

Western Oregon University Federation of Teachers

July 1, 2024 through June 30, 2027

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PREAMBLE

This Collective Bargaining Agreement (CBA), entered into as of _____, is between the State of Oregon, acting by and through the Western Oregon University Board of Trustees and the Western Oregon University Federation of Teachers, American Federation of Teachers, Local 2278 (Union).

ARTICLE 1: RECOGNITION

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

Members of the bargaining unit are faculty employed at or above .50 FTE at Western Oregon University (WOU). Excluded are all positions properly excluded by law as supervisory (ORS 243.650 (23)) or confidential (ORS 243.650 (6)); any faculty employed by the University at less than .50 FTE, such as contract faculty and adjunct faculty; and positions that are currently included in any other recognized bargaining unit.

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, the singular purports the plural and the plural the singular as the context may require. Also as used in this Agreement, except where the context plainly requires a different meaning or where a different meaning is stated:

Section 1. "Academic Advising" means to assist students in making appropriate decisions about academic programs and career goals, including general knowledge related to graduation requirements, specific program-related curriculum knowledge, and career-related guidance.

Section 2. "Academic Judgment" means the judgment of faculty and administration concerning appointment, reappointment, promotion, tenure status, and matters of curricula and educational policy.

Section 3. "Academic Year" (AY):

"Regular Academic Year" means Fall, Winter and Spring terms.

"Full Academic Year" means Summer, Fall, Winter and Spring terms.

Section 4. "Adjunct Faculty" refers to faculty outside of the bargaining unit who are employed on a term to term contract at less than .50 FTE

Section 5. "Agreement" means all the definitions, terms, and provisions set forth in this contract, 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.

Section 6. "Board" means the Western Oregon University Board of Trustees.

Section 7. "Calendar Year" is the 12-month period between January 1 and December 31.

Section 8. "Careful Consideration" means a commitment to fairness, transparency, and due process in decision-making involving faculty members. Careful consideration helps to ensure that decisions are based on objective criteria and are not arbitrary or discriminatory.

Section 9. "Classification" means type of faculty position.

Section 10. "Collegiality" means the sharing of authority and responsibility among colleagues. A member exhibits a lack of collegiality when their actions are of such a disruptive nature as to hinder members of their division or department from fulfilling their professional responsibilities or that hinders the division or department from performing its academic mission.

Section 11. "Consultation" is a two-way communication between a consulting party and a consulted party during which individuals or entities exchange information, perspectives, and expertise to inform decision-making. The consultation will involve substantive engagement, meaning that participants have a meaningful opportunity to influence the decision or action. Final decisions will be communicated to all parties involved in writing.

Section 12. "Contract Faculty" means faculty outside of the bargaining unit who are hired on a fixed term contract for 1-3 years at less than .50 FTE.

Section 13. "Contract Year" means a fiscal year during which the CBA is in effect.

Section 14. "Course Types" means the categories of courses defined in Article 7 (Assignment of Duties and Workload).

Section 15. "Days" means University academic workdays, unless otherwise specified.

Section 16. "Department" or "Program" when used in an academic sense will refer to an academic unit within a division such as the Sociology Department within the Social Sciences Division or the Early Childhood Studies Program within the Education and Leadership Division.

Section 17. "Division" refers 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 in each division including but not limited to Behavioral Sciences, Business and Economics, Computer Science, Creative Arts, Criminal Justice Sciences, Deaf Studies and Professional Studies, Education and Leadership, Health and Exercise Science, Humanities, Library, Natural Science and Mathematics, and Social Sciences.

Section 18. "Division Chair" means the chair of a division as defined in Section 17 above.

Section 19. "ERB" means the Employment Relations Board of the State of Oregon.

Section 20. "Faculty Contract Year" means the period during each year a specific faculty member is on contract. The faculty contract year start and end dates for a 9-month contract are September 17th to June 16th for 2025-2026; September 16th to June 15th for -2026-2027; and September 14th to June 13th for-2027-2028. The faculty contract year for a 12-month contract begins on July 1 and ends on June 30.

Section 21. "Faculty Development Funds" means funds set aside by the University for faculty use for the advancement of scholarship, instruction and/or career development.

Section 22. "Fiscal Year" (FY) is a 12-month period that is used for accounting and budgeting purposes. The University fiscal year begins on July 1 and ends on June 30.

Section 23. "Full-Time Equivalency" (FTE) is a unit that calibrates faculty workload to a typical full-time position. Faculty FTE shall be calculated according to Workload Units as described in Article 7 (Assignment of Duties and Workload).

Section 24. "Instruction" means engagement in activities that promote student learning and benefit students' academic development.

Section 25. "Irreparable harm" includes, but is not limited to, any of the following actual or reasonably foreseeable results of acts or conduct by the member: detrimental effect on the University's reputation, public trust or confidence, or delivery or provision of services; adverse impact on the member's ability to educate students or perform duties effectively; or refusal, reluctance, or inability of other members or other employees or students to work or interact at the University with the member.

Section 26. “Letter of Agreement” (LOA) means a contractual agreement between the University and Union.

Section 27. “Librarianship” means engagement in activities that manage, provide access to, or teach about information and library services, empowering the academic community to discover, evaluate, and utilize knowledge.

Section 28. "Member" means an employee who is a member of the bargaining unit as defined in Article 1 (Recognition).

Section 29. “Memorandum of Understanding” (MOU) generally outlines the intent or understanding on an issue between the University and the Union and is typically non-binding.

Section 30. “Office Hours” means time scheduled outside of class for meeting with students.

Section 31. “Order of Assignment” means the order in which available courses or course sections are assigned to faculty.

Section 32. "President" means the president of Western Oregon University.

Section 33. "Program" means the officially recognized sequence/collection of courses required to complete an approved degree or set of certification/licensure requirements offered by WOU.

Section. 34. "Program Coordinator" or "Department Head" means the faculty member designated by faculty members of academic units and whose responsibilities may include representing the program or department at meetings at the division, college or university level, preparing class schedules for upcoming academic terms, and other tasks related to representation of the program or department at the division, college or university level.

Section 35. “Rank” means the level of promotion within a classification.

Section 36. “Scholarship” means activities that contribute directly to the cumulative knowledge, creative resources, instruction, or teaching and learning of one or more disciplines.

Section 37. “Service” means engagement in activities where faculty contribute their time and expertise to the broader university community, work environment and/or the member’s field.

Section 38. "Union" means the Western Oregon University Federation of Teachers, American Federation of Teachers, Local 2278.

Section 39. "Unit" or "Bargaining Unit" means the bargaining unit as defined in Article 1 (Recognition).

Section 40. "University" means Western Oregon University (WOU).

Section 41. "Workload Unit" (WLU) means standardized units which are used to determine faculty FTE, as defined in Article 7 (Assignment of Duties and Workload).

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 that may include loss of pay, suspension, or discharge. In the event of a violation of this Article, the Union upon request of the University shall immediately use its best efforts to affect the return to normal work routine of the members involved. Nothing contained in this Article shall be construed to be a limitation of any right of the University to any other remedies, legal or equitable, to which the University may be otherwise entitled.

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

Section 2. Released Time. The University will grant faculty who are designated representatives of the Union reasonable time to represent the bargaining unit for purposes of collective bargaining without loss of compensation.

The University agrees to release the Union grievance officers from a reasonable amount of administrative and committee responsibilities for the purpose of investigating and processing grievances and other workplace-related complaints. Requests for released time to process grievance matters shall not be unreasonably denied.

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

The Union is permitted access to electronic services (excluding use of off-campus lines), and to other facilities and services of the University such as fax, duplicating, audio-visual and meeting rooms provided such use does not interfere with the regular operations of the University. The

Union will pay the University the customary charges for the use of facilities and services, if any. Differences in facility value and service and rental rates will be made known.

The University will provide an office for the Union, furnished with desks, chairs, bookcases 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 60 days in advance of the effective date of any changes in the rate 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 by the Union under this section will also be posted at the Budget Office web site for reference by faculty and placed in the library. The University will also provide the Union with the following data at no cost to the Union. All data subject to this Article will include all members of the bargaining unit and will be organized in a mutually agreeable electronic format. Data will be provided on the following schedule: the third week of each of the fall, winter and spring terms and the third week of July. WOUFT recognizes that the data provided at the above intervals may not be complete. For new employees who are members of the bargaining unit, the University will provide the data listed below within 10 calendar days from the individual's date of hire.

For each Tenure-Track (TT) faculty member:

- Name
- Preferred Name
- Date First Hired by WOU
- Division/Unit
- Academic Rank
- Current Step
- Annual Salary Based on 1.0 FTE
- FTE for current term
- Home Address or Personal Mailing Address
- Home and Cell Telephone numbers

For each Non-Tenure Track (NTT)/Instructional faculty member:

- Name

- Preferred Name
- Date First Hired by WOU*
- Division/Unit
- Academic Rank
- Current Term Salary Annualized and Calculated as 1.0 FTE
- FTE for Current Term
- Home Address or Personal Mailing Address
- Home and Cell Telephone Numbers

* Information will not account for any breaks in service; terms at or below .50 FTE; or instances of re-employment.

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. Presentations. The Union shall have the right to make a presentation for up to 60 minutes and to distribute information at new faculty orientation. The presentation shall be for the purpose of introducing attendees to the Union and its role in representing bargaining unit faculty members. This time will not be used for discussion of labor/management disputes.

ARTICLE 4: JOINT LABOR MANAGEMENT COMMITTEE

Section 1. To facilitate communication between the parties a Joint Labor Management Committee shall be established by mutual agreement of the Union and the University. The committee shall be composed of the WOUFT Executive Council and up to four members of University Administration. The committee shall meet at least once per month during the academic year, and a jointly prepared written agenda will be developed in advance of any meetings.

Section 2. The Joint Labor Management Committee may, upon agreement of the parties, create and assign tasks to sub-committees comprised equally of labor and management representatives.

Section 3. Separate from the meetings of the committee, officers of the Union and the president of the University or a designee agree to meet at the request of either party to discuss time-sensitive matters pertinent to the implementation or administration of this Agreement. The parties shall meet within 10 days of receipt of a written request received at the Provost's Office or by the WOUFT president, respectively, for a meeting. The request shall contain an agenda of items to be discussed.

Section 4. The parties understand and agree that meetings held as provided in Sections 1 and 3 of this Article shall not contravene any provision of the Collective Bargaining Agreement nor 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 14 (Grievances).

ARTICLE 5: RIGHTS OF BARGAINING UNIT MEMBERS

Section 1. Nondiscrimination and Affirmative Action. It is the policy of the University and the Union not to engage in discrimination against any employee because of race, creed, color, marital status, religion, sex, national origin, age, sexual orientation, gender identity or expression, disability, or any other characteristic protected by law, including but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 42 USC Section 1981, Family and Medical Leave Act, ORS Chapter 659A, or any other similar laws, rules or regulations.

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

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

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

Section 5. Individual Appointments. The University will not offer an individual member an appointment with terms that violate this Agreement.

Section 6. Faculty Rank. Except for persons holding the positions of president of the University, provost, vice presidents, deans, 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 who are not members of the bargaining unit and currently holding academic rank shall retain such rank if they move to another position within the University that is not an academic position.

ARTICLE 6: CLASSIFICATIONS, RANKS AND APPOINTMENTS

Section 1. Classifications and Ranks. The following are the classifications that apply to positions held by faculty in the bargaining unit and the ranks associated with each classification. A classification identifies the type of position, while a rank is the level of promotion within a classification.

A. Tenure Track Faculty Classifications and Ranks

1. Tenure track faculty classifications are those appointments for which bargaining unit faculty members are eligible for tenure, will become eligible for tenure, or have received tenure.
2. Ranks for tenure track faculty classifications include: Assistant Professor, Associate Professor, and Professor.

B. Instructional Faculty Classifications and Ranks

1. Instructional faculty classifications include all paid appointments for which bargaining unit faculty members are hired at or above .50 FTE on a fixed term contract for 1-3 years. They will be guaranteed, at a minimum, that FTE at which they were hired for the duration of their contract and their FTE will be calculated annually, not quarter by quarter.
2. Ranks for instructional faculty classifications include: Instructor, Instructor 1, Instructor 2, and Senior Instructor.
 - a. Newly hired instructional faculty at any rank are offered a one-year contract for their first two years, and the length of subsequent contracts will align with the faculty member's rank. Newly hired instructional faculty will undergo annual continuation reviews during the first two years, and will undergo continuation reviews in alignment with the faculty member's rank in subsequent years.
 - b. Faculty at the rank of Instructor receive a one-year appointment with an annual continuation review. Faculty who hold this rank are eligible to apply for

promotion after serving at this rank for a minimum of two years.

- c. Faculty at the rank of Instructor 1 and Instructor 2 receive three-year appointments with a continuation review in the third year of the appointment. Faculty who hold these ranks are eligible to apply for promotion in their third year at the rank or in any subsequent year.
 - d. Faculty at the rank of Senior Instructor receive a three-year appointment with a continuation review in the third year of the appointment. This is the highest rank for the Instructional Faculty classification.
3. Contracts for faculty at ranks of Instructor 1 and above are assumed automatically renewed unless the employee is deemed "unsatisfactory" based on an evaluation process as outlined in Article 10 (Assignment of Duties & Retention of Non-Tenure Track Faculty and Evaluation of Non-Tenure Track & Instructional Faculty), or as a result of changes in program needs.

Section 2. Appointments.

- A. Position Descriptions and Posting of Positions.**
 - 1. Position descriptions will be written by mutual agreement by faculty and administration based on departmental or program needs. All positions will have a position description.
 - 2. Availability of open academic positions will be announced in appropriate University publications and on the University's website.
 - 3. Positions must be posted, except in exceptional circumstances by mutual agreement. Whether the position is internally or externally posted will be determined collaboratively by mutual agreement by academic unit faculty and administration based on departmental, programmatic or operational needs.
- B.** A prospective faculty member will be sent an offer letter of employment that will include information about the type of appointment, including classification, rank, salary, and tenure and promotion eligibility. The prospective faculty member will be referred to the copy of this Agreement on the University's website.
- C.** As part of the initial job appointment, each Faculty member will receive, upon written request, a link to the current Collective Bargaining Agreement from the Provost's Office which describes all necessary details regarding evaluation procedures and expectations. The Collective Bargaining Agreement is available via WOU Human Resources website.

ARTICLE 7: ASSIGNMENT OF DUTIES AND WORKLOAD

Section 1. Article Table of Contents

Section 2. Preamble.

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Section 4. General Context.

Section 5. Workload Categories

Section 6. WLU Allocations by Faculty Classification and Contract Length.

Section 7. Overloads.

Section 8. Reassignment of Instructional WLU:

Section 9. WLU Allocations to Be Used in Workload Distribution Plans

Section 10. Workload Distribution Plans

Section 11. Instructional Assignments

Section 2. Preamble.

The University recognizes the importance of instruction/librarianship, scholarship, and service to the success of the institution.

The University retains the right to assign faculty workload based on the needs of students and the goals of the department, division, college and University.

The University 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 3 through 11 below describe aspects of a faculty member's workload.

As provided in Article 12 (Responsibilities of Members & Disciplinary Procedures), faculty members shall be available for assignment of professional duties for the entire period of their appointment.

Section 3. Dates of Appointment.

Every day within the inclusive dates of the contract period 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).

The contract period for library faculty and other non-teaching faculty may or may not coincide exactly with the academic year.

When classes are not in session during regular employment dates within the contract period a faculty member should be able to take advantage of the reduced demands to focus on course preparation, professional development, and/or scholarship.

Section 4. General Context.

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

Workload will consist of a balanced mix of instruction/librarianship, scholarship, and service which are measured in workload units, categorized as instructional workload units or non-instructional workload units. It is understood that a faculty member may or may not participate in all relevant activities during a given academic year. See Appendix K: Workload Examples for example activities.

Faculty are not hourly employees, but their assignments will be structured so that a faculty member at 1.0 FTE (full time equivalent) can reasonably complete their work in about 40 hours per week, on average, over the course of the contract period.

The nature of faculty work may prevent one from evenly spreading out the time commitment across the contract period. Some weeks may entail more time than a standard workweek; some weeks will entail less.

- B. Calculation and distribution.** One WLU is roughly equivalent to 30 hours for indirect instructional and non-instructional workload, except that no attempt will be made to assign a number of working hours to the duties of scholarship beyond the faculty member's designation of WLU.

Tenure track faculty will engage in a minimum of 2 WLU of institutional service annually. With approval, individual faculty may take on additional service, dropping their scholarship WLU by an equivalent amount.

Workload components of individual faculty within a division, department, or program may vary from quarter to quarter and/or academic year to academic year to permit variations in emphasis across responsibilities.

Faculty workload shall be determined with the expectation that tenured and tenure-track faculty will have the opportunity to meet the established criteria for reappointment, promotion, tenure, and post-tenure review.

Each division will attempt to maintain a fair and equitable distribution of faculty workload.

Section 5. Workload Categories

Workload categories include instructional workload and non-instructional workload, as described in this Section.

A non-exhaustive list of examples of workload elements for all workload categories are listed in Appendix K: Workload Examples.

A. Instructional Workload.

1. Instruction. For the purposes of calculating WLU, instruction includes the teaching of courses and individually designed courses as well as instructional activities that occur outside of class time, such as prep time, academic advising, office hours, etc.

2. Librarianship. For the purposes of calculating WLU, duties related to librarianship will count as instructional workload.

B. Non-Instructional Workload.

Non-instructional workload has two categories, service and scholarship.

1. Service. Three broad categories are recognized:

a. Community Service. This includes organized, generally non-remunerative educational and consultative activities that relate to a faculty's professional expertise and furthers the vision and values of the University.

b. University Service. This includes a faculty member's service contribution to university governance on a departmental level, program level, division level, college level or institutional level.

c. Professional Service. This includes service such as service on a grant, journal or accreditation review board, or service as an ad hoc reviewer, service to or leadership in a professional society or WOUFT, etc.

2. Scholarship. Scholarship is as defined in Article 2 (Definitions). No attempt will be made to assign a number of working hours to the duties of scholarship beyond the faculty member's designation of WLU.

3. Service Increases. With approval, individual faculty may take on additional service, decreasing their scholarship WLU by an equivalent amount.

Section 6. WLU Allocations by Faculty Classification and Contract Length.

This section describes the overall WLU allocations based on faculty classification and contract length. The expected proportion of WLU assigned to each workload category is described below.

A. Overall WLU Allocation for Tenure-Track Faculty.

1. WLU For Tenure-Track Faculty.

a. 9-month Faculty.

- i.** A 9-month tenure-track faculty member will be allocated 45 WLU per academic year.
- ii.** The breakdown for a tenure-track faculty member on a 9-month contract will be 36 WLU in the instructional categories and 9 WLU in the non-instructional categories, except as follows under 4, WLU Substitution.

b. 12-month Faculty.

- i.** A 12-month tenure-track faculty member will be allocated 60 WLU per academic year.
- ii.** The breakdown for a tenure-track faculty member on a 12-month contract will be 48 WLU in the instructional categories and 12 WLU in the non-instructional categories, except as follows under 4, WLU Substitution.

2. Instructional WLU for Tenure-Track Faculty.

- a.** WLU for instructional activities will be assigned as indicated below in Section 8, WLU Allocations by Course Type.
- b.** First-year assistant professors will not be assigned advisees, but may be mentored in academic advising in preparation for their second year.

3. Non-Instructional WLU for Tenure Track Faculty.

a. Service.

- i.** Tenure-track faculty will engage in a minimum of 2 WLU of institutional service annually.
- ii.** First-year assistant professors' service will comprise getting to know the University's course curriculum, attending division/department meetings, and participating in new faculty development opportunities.

b. Scholarship.

- i. No attempt will be made to assign a number of working hours to the duties of scholarship beyond the faculty member's designation of WLU.
- ii. After consultation with their division chair, and with approval from the dean, individual faculty may take on additional service, dropping their scholarship WLU by an equivalent amount.

4. WLU Substitution. Upon mutual agreement of the faculty member, their division chair and the dean, tenure track faculty may substitute WLU from the instructional category to the non-instructional category and vice versa.

B. Overall WLU Allocation for Instructional Faculty.

1. Total WLU.

- a. A 9-month instructional faculty member at 1.0 FTE will be allocated 45 WLU per academic year.
- b. A 12-month instructional faculty member at 1.0 FTE will be allocated 60 WLU per academic year.

2. Non-instructional WLU for Instructional Faculty:

- a. Instructional faculty at 0.85 FTE or above will be assigned a minimum of 1 non-instructional WLU, with the expectation of attending department/division meetings as specified in their contract.
- b. By mutual agreement between the faculty member, division chair and dean, instructional faculty may be assigned additional non-instructional WLU, decreasing the instructional WLU by an equivalent amount.

Section 7. Overloads.

The University recognizes that to meet its obligations to students, it may sometimes request that faculty members take on workload in excess of their WLU (i.e., 45 for 9-month contracts; 60 for 12-month contracts) during the academic year. However, to ensure that these overloads do not impinge upon or serve as a detriment to the regular duties of the faculty members, overloads will be of a nonrecurring nature and generally will not exceed 4 WLU per academic year. In order for overload to be assigned, a faculty member must consult with their division chair and get approval from the dean and the provost.

If a 9-month bargaining unit member's workload equals more than 45 WLU for the year, they will

receive proportional compensation for the overload at the end of the academic year.

If a 12-month bargaining unit member's workload equals more than 60 WLU for the year, they will receive proportional compensation for the overload at the end of the academic year.

Faculty members who have been given assigned time for administrative activities may not receive overload without prior approval by the dean and provost.

Section 8. Reassignment of Instructional WLU.

- A. Union Executive Council.** The president of WOUFT shall, at the union's discretion, receive up to 12 WLU release from university duties per year to be taken during the Fall, Winter, or Spring terms, in consultation with the appropriate division chair, dean and provost. Release from more than a single course for presidential duties shall not be taken in any single academic term without prior administrative approval. The Treasurer of WOUFT shall, at the union's discretion, receive up to 4 WLU release from duties per year. In order to minimize impact to programs, WOUFT Treasurer release may be taken during any academic term of the academic year. No later than June 30th of each year, WOUFT will reimburse the University for the actual salary and incremental OPE for replacement faculty to teach for any credits or courses, or carry out any duties of librarianship, from which those WOUFT officers are released.

- B. Program Coordinators and Department Heads.** Faculty members designated as a program coordinator or department head may receive annual instructional WLU reassignment appropriate to the workload of the position.

- C. Off-Campus Instruction.** Faculty teaching in-load courses in any off-campus program requiring three or more hours of round-trip driving time per class session will receive a 3 WLU instructional reassignment during the quarter in which the off-campus in-load course is taught. The faculty member will also be reimbursed for mileage, food and lodging at the prevailing mileage and per diem rates, as applicable but not less than those rates in effect at the time of agreement.

- D. Newly Hired Tenure-track Faculty.** Newly hired tenure track faculty will be allocated 4 instructional WLU to be taken during one term of the first academic year to further their teaching, scholarship and service and to encourage faculty retention.

Section 9. WLU Allocations to Be Used in Workload Distribution Plans.

- A. Instructional WLU.**
 - 1. Allocation for Specific Course Types.** Regular courses such as lectures, college seminars, recitations, labs attached to lectures, and creative arts studio courses are

allocated 1 WLU for each faculty contact hour.

Faculty contact hours quantify the amount of regular and substantive interaction between students and their instructor, and are most traditionally associated with the number of hours per week that a class is scheduled to meet on campus.

For the following course types, one faculty contact hour equals 1 WLU.

- a. **Lecture:** A lecture is a class session where students engage with their instructor and with content to broaden their knowledge of one or more topics related to the course material. May include, but is not limited to history, theory, background, foundational knowledge, concepts, laws, and principles. May correspond with required lab or recitation.
 - b. **Seminar:** Seminar courses are typically small and are generally led by an instructor. They are often higher-level classes that focus on a specialized subject area in a given major or minor. Students are expected to participate regularly in college seminars, including giving presentations and participating in discussions.
 - c. **Recitation:** A recitation section is a subset of a lecture course. Students take it in conjunction with the larger class for the purposes of reinforcing material covered in the lecture through smaller group discussions to ask questions, clarify concepts, and engage more deeply with the course material. Recitations typically are not assigned grades independent of the lecture.
 - d. **Laboratory:** A laboratory section attached to a lecture designed to be taught in lock-step with a corresponding lecture. Students engage in activities such as experiments, watching demonstrations, and completing lab assignments in an environment equipped with specialized equipment, facilities, and/or software. Labs typically are not assigned grades independent of the lecture.
 - e. **Creative Arts Studio:** A creative arts studio course is an art, music, theater, dance activity that does not result in a public, large group performance; includes but is not limited to instrumental or vocal instruction in small groups, and dance instruction in a small group.
- 2. Allocation for Individually Designed Courses.**
- a. **Student Teaching.** This category is restricted to supervision as a primary technique of instruction in which the instructor assumes direct responsibility for the activities of the student, and that requires of the instructor an intensity of supervision resulting in an average of two hours per week with each supervised student or in liaison with the

agency personnel.

- i. 1 course credit is equal to up to 67 hours of student time. Instructor provides 20 hours of supervision per student per term. WLU = .67 WLU per student

b. Internship; supervised field or research experiences (excludes student teaching). This category may be used for any supervision that requires varying amounts of instructor supervision per week over the term.

- i. Category I: Instructor provides an average of three-quarters of one hour per week of activity with each individual supervised student.
 - 1 course credit = .25 WLU per student
- ii. Category II: Instructor provides an average of one hour per week of activity with each individual supervised student, or in liaison with agency personnel.
 - 1 course credit = .33 WLU per student
- iii. Category III: Instructor provides an average of one and a half hours per week of activity with each individual supervised student or in liaison with agency personnel.
 - 1 course credit = .5 WLU per student

c. Individualized mentored faculty research. This category is restricted to supervision as a primary technique of instruction in requiring of the instructor an intensity of supervision resulting in an average of one and one-half hours per week with each supervised student.

- 1 course credit = .5 WLU per student

d. Directed study by arrangement. Directed study taught by arrangement is a section of a regular course that a faculty member agrees to provide for individual student(s) resulting in an average of one hour per week of faculty contact per credit.

Table A. Directed Study By Arrangement WLU Allocation

Students Enrolled	WLU for 1 Credit Course	WLU for 2 Credit Course	WLU for 3 Credit Course	WLU for 4 Credit Course
1-2	0.2	0.4	0.6	0.8
3-4	0.4	0.8	1.2	1.6

- e. **Specialized Individual Study.** Specialized individual study is a course proposed and developed by the student with guidance from a faculty member from the division, department, or program the content of which is not available in regularly scheduled institutional offerings, resulting in 30 minutes of faculty contact per week per credit.

Table B. Specialized Individual Study WLU Allocation

Students Enrolled	WLU for 1 Credit Course	WLU for 2 Credit Course	WLU for 3 Credit Course	WLU for 4 Credit Course
1-2	0.1	0.2	0.3	0.4

3. Allocation for Low Enrolled Courses Subject to Cancellation During Fall, Winter and Spring Terms. See Article 24 (Summer Session) regarding cancellation of low enrolled courses during summer session.

Regularly scheduled courses generating less than 48 student credit hours are subject to low enrollment cancellation by the dean. Faculty will be informed when a course is flagged for low enrollment cancellation 3 weeks before the start of a quarter, at latest. If a course flagged for cancellation generates at least 12 student credit hours, then a faculty member, with their division chair’s approval, may request in writing the “low enrollment WLU”, no later than two weeks before the start of the quarter. The request signifies a commitment by the faculty to run the course with the current enrollment with instructional WLU assigned to the faculty member as follows.

Table C: WLU for low enrolled classes

Students Enrolled	WLU for 3 credit course	WLU for 4 credit course
3-4	1	1
5-6	1.5	2
7-11	2	3
12+	3	4

Once approved by the dean, the course capacity is lowered to the current enrollment. Though faculty have the option to override this capacity for additional students, the “low

enrollment WLU” is not subject to adjustment, either upward or downward due to increased enrollment or decreased enrollment or for any other reason.

Deans, in collaboration with division chairs, will be responsible for providing alternative workload options for faculty members whose courses are canceled when there are no other teaching assignment options.

4. Allocation for Exit Requirements. Exit requirements include the following: thesis; capstone project; senior project; honors thesis/project, action research, and other equivalent professional projects that involve elements such as a literature review, testing of a hypothesis, methodology, and a conclusion.

Graduate exit requirement chairs and undergraduate exit requirement advisors will receive .33 WLU per student.

Exit requirement committee members/second readers will get .165 WLU per student.

Census for projects in an academic year is the spring quarter census date; projects started in one academic year but completed in another year are only counted as part of faculty workload in the first year. Students who are unable to complete an exit requirement project in one academic year may require additional support that provides faculty with additional workload options.

5. Allocation for Academic Advising. Faculty will be allocated .065 WLU per advisee per regular academic year.

The role of academic advising is to assist students to make appropriate decisions about academic programs and career goals. As a guideline, the faculty academic advisor will spend an average of 30 minutes per term with each advisee.

- a. Elements of academic advising may include.
 - i. General knowledge related to major/programs and guiding students toward meeting graduation requirements
 - ii. Specific expertise related to program curriculum, advanced coursework and electives within a major
 - iii. Career-related guidance, such as letters of reference, interview advice and fielding questions about applications

6. Office Hours. For the term of the 2024-2027 contract, the workload for office hours is understood to be accounted for by the WLU allocated to the course with which they are associated.

Full-time faculty shall establish and maintain a minimum of five scheduled office hours per week, which must include at least one hour on-campus, if any portion of their instructional load includes in-person classes.

Those members with full-time online instructional loads shall be exempt from the in-person requirement, but still must hold a minimum of five scheduled student office hours per week by Zoom, telephone, or other synchronous mode that is available to both faculty and students.

Faculty should clearly communicate to students how they can be reached during their posted office hours.

Those members with less than full-time appointments shall establish minimum office hours in ratio to their part-time appointment.

Those faculty members with reassignments of duty shall establish minimum office hours in ratio to the number of credits they teach during the term in which the reassignment of duty is taken to the number of credits in a full-time instructional load.

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

7. Librarianship Duties. The exact amount of WLU allocated for librarianship duties (as defined by position descriptions) will be mutually agreed upon between the relevant faculty member, their division chair, and dean.

B. Non-Instructional WLU Allocations.

1. Allocations for Service WLU.

- a.** For the purposes of service allocations, one WLU is understood to be roughly 30 hours over the course of the academic year.
- b.** See Appendix K for additional information about WLU allocations for service.

2. Allocations for Scholarship WLU.

- a.** No attempt will be made to assign a number of working hours to the duties of scholarship beyond the faculty member's designation of WLU.

- b. For workload distribution plans (described in the next section), faculty will list the scholarly activities in which they plan to engage for that academic year and indicate the total WLU these activities represent.

Section 10. Workload Distribution Plans.

The University will endeavor to ensure that assignments are made only after consultation with the faculty member through the workload planning process as described below.

Each faculty member will build a written workload distribution plan in consultation with the division chair, based on information from their department heads or program coordinators, as appropriate, and taking into consideration career progression needs as identified during the regular DPRC review. Librarians will follow the same schedule and process for developing workload plans as other bargaining unit members.

The written workload distribution plan will use the template provided by the teams and will include the specific activities that faculty shall accomplish in the following contract year to fulfill their professional obligations to the University.

The expected proportion of WLU assigned to each of the respective workload categories will be reflected in the annual written workload plan. The actual proportion assigned to each workload category may vary over time during the year and the proportion of activities in each category should therefore be understood as a guide to the totality of the appointment.

The composition of the workload plan will be determined by the faculty member and division chair and approved by the dean after consultation with the division chair and faculty member, according to the following timeline/actions.

Table D. Process and Timeline for Workload Distribution Plan Submissions and Approval.

Date	Action
By end of fall term	The division chair distributes workload templates to faculty members.
By third week of winter term	Faculty members develop workload plans in consultation with division chairs, based on information from program coordinators and/or department heads, according to the provided template.

Date	Action
Friday of the third week of winter term	The faculty member will present their workload distribution plan for the following contract year to the division chair, department head and/or program coordinator simultaneously.
Friday of the sixth week of winter term	The division chair will forward the workload plan to the dean with their recommendation of the plan for approval and their perspective in regards to how and whether it satisfies the division's needs.
Friday of the second week of spring term	The dean will approve or reject the workload distribution plan including consideration of the following: 1) The contributions of the workload components fall within the amounts specified in Section 6 of this Article; 2) the needs of the program/department, division, college and University are met by the workload plan; and 3) the plan assigns the faculty member's workload units for the contract year. The dean will give notice to the faculty member and division chair regarding their decision, with commentary.
By end of fifth week of spring term	The faculty member works with the division chair to make adjustments to the plan based on comments from the dean, and submits the revised workload distribution plan to the dean.

Section 11. Instructional Assignments.

A. Order of assignment. The following will be considered, in order, for direct workload assignment (such as course assignments):

First, tenured and tenure-track faculty, including tenure-track faculty on partial leave;

Next, faculty on gradual retirement;

Next, NTT/Instructional faculty should fill remaining assignments after careful consideration

(as defined in Article 2 (Definitions)) according to the following:

First, NTT/Instructional Faculty with 1.0 FTE;

Next, NTT/Instructional Faculty less than 1.0 FTE;

Finally, faculty who are not in the bargaining unit will be assigned after the groups above.

B. Wherever possible the University will endeavor to arrange instructional schedules that avoid excessive numbers of preparations and recognize evening and/or off-campus assignments. Class sizes will be established and monitored by the dean in consultation with division chairs and affected faculty each term.

C. Careful consideration process and procedure. Consistent with the definition of Careful Consideration in Article 2 (Definitions), decisions will be based on information listed in the faculty members review file and any application materials (e.g., curriculum vitae).

In reviewing a faculty member's qualifications, consideration criteria for the available work will be applied consistently and uniformly.

The rationale used, for example prior experience teaching the course, student evaluations, peer evaluations like classroom observation reports, and/or professional experience, will be documented in writing and made available to faculty upon request.

D. Instructional workload assignment process. Instructional workload will be assigned based on qualifications, experience, and departmental needs.

The requests of faculty in the bargaining unit for available instructional assignments will be considered according to the order of assignment (see Section A) and with mutual agreement among the faculty member, division chair, and dean.

Members of the bargaining unit have the first right of refusal for new or additional work in the order of assignment with careful consideration by the dean in consultation with the division chair as long as the additional work does not result in an overload to the total instructional workload for the year.

Any instructional assignments still available after assignments have been made to members of the bargaining unit will be assigned after careful consideration by the dean in consultation with the division chair to contract and adjunct faculty members as listed in the order of assignment.

Any instructional assignments unfilled following the exhaustion of the order of assignment will be considered new or additional work that may be filled with careful consideration by newly hired adjunct faculty from a pool.

Normally, the University will provide at least three weeks' notice prior to the start of an academic term of changes to teaching assignments.

ARTICLE 8: DIVISION CHAIRS

Section 1. Role. The role of a division chair is to lead in the development and implementation of a programmatic mission that informs the larger University mission, vision and values.

A division chair's general duties include matters relating to personnel evaluation, curriculum, scheduling, and budget, as well as liaising with other programs, the rest of the University, and external communities.

Division chairs are not supervisory employees as defined in ORS 243.650 and the National Labor Relations Act. As such, division chairs do not have any authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibly to direct them or to adjust their grievances, or effectively to recommend such action, if in connection therewith, the exercise of the authority is not of a merely routine or clerical nature but requires the use of independent judgment.

Section 2. Duties of Division Chair.

A. Scheduling, Faculty Workload and Curriculum.

- coordinate course planning, course scheduling, course enrollments, and instructional assignments in collaboration with program coordinators and department heads;
- recommend faculty workload assignments to the dean in accordance with Article 7 (Assignment of Duties and Workload); and
- oversee curricular development, review, and submissions, and catalog revisions.

B. Communication. Division chairs serve as division-level points of contact for internal and external community members. In this capacity, they will:

- respond to information requests from students, faculty, administrators, staff and the general public (in person, phone, and e-mail);
- meet with incoming or prospective students; field student and faculty questions; and
- serve as communication conduits between faculty and academic administration.

C. Leadership. Division chairs serve in a faculty leadership role within the college. In this role, division chairs:

- collaborate with the dean and other division chairs to provide leadership for the college;
- elicit and articulate their division faculty's vision for the future of the division's programs;
- articulate how the division's programs inform the University's mission, vision and values;
- guide the division in planning and setting priorities;
- represent and advocate for the interests and vision of the division and its faculty to the rest of the University; and
- advocate for faculty to academic administration.

D. Academic Division Coordination. Division chairs oversee, delegate and/or coordinate division-specific duties and/or projects as needed; this includes:

- convening and facilitating division meetings;
- coordinating and/or delegating, and participating (as stipulated elsewhere in the CBA) in scheduled evaluation processes for division faculty including class observations and reporting, sabbaticals and/or promotion and tenure;
- coordinating and/or delegating the identification and recruitment of faculty consistent with HR practices;
- coordinating and/or delegating the orientation and mentorship of faculty; and
- facilitating division processes for promotion and tenure, recruitment, orientation and evaluation.

Section 3. Appointments.

A. Eligibility. All faculty who hold indefinite tenure at the rank of Associate Professor or higher at Western Oregon University are eligible to serve as a division chair. However, they do not need to be tenured in the division for which they have been nominated and/or elected.

B. Duration of appointment and summer expectations. The term of a division chair will be three years.

Division chairs are expected to be available for about 15 hours per week for 9 weeks during the summer, between the end of one 9-month contract and the beginning of the next. Division chairs will determine their summer schedules and exact scheduled dates of service in consultation with the dean as part of their workload plan.

C. Compensation. Starting in Summer 2025, division chairs will earn a stipend of \$1142 per month for 12 months in each full academic year. Starting in Fall 2025, during the regular academic year, they will receive 12 to 24 instructional WLU based on the complexity of

the responsibilities of leading their division.

In the 2024/2025 academic year, a transition workgroup will make decisions on reassignment WLU by consensus, as described in Appendix M.

- D. Selection.** Division chairs will be elected by at least a 3/5 majority vote of the faculty from the division in which they will serve for the purpose of recommending their selection to the dean and provost for appointment. Elections will occur no later than the fall term of an election year, the year prior to when someone will assume duties as division chair.

If a 3/5 majority vote is not attainable, the contested election will be resolved by the UPRC. The UPRC will evaluate letters of interest submitted by candidates, will interview candidates and, in consultation with the dean, will determine the outcome of the election.

If the dean disagrees with the selection of an individual who has been recommended by 3/5 of the division faculty for appointment to division chair, they must provide the individual with a written reason for why they are denying the selection. If the individual chooses to appeal, the results are then sent to the UPRC for review, and the UPRC will send their recommendation to the provost. If the provost decides unfavorably, or if the individual decides to withdraw rather than appeal, the division will conduct another election to recommend an alternative candidate. Throughout the process, every effort will be made to provide constructive feedback to the candidate.

- E. Onboarding.** Four instructional WLU will be provided for the purpose of onboarding. Generally these will be used by the incoming division chair during a term between their election and their assumption of duties, but may also be used through the end of their first year acting as division chair, excluding summer session. If the onboarding must take place after the assumption of duties, then the instructional WLU may be split, with one instructional WLU allocated to the outgoing division chair, and three instructional WLU allocated for the new division chair, by mutual agreement between the incoming and outgoing division chair.

- F. Mid-Term Vacancies.** In cases when a division chair position becomes vacant midterm, the dean will appoint an interim division chair. These direct appointments will be no more than 2 academic terms unless the appointment is confirmed through a vote following the agreed upon election process. If the vacancy occurs during the fall or winter term of an academic year, an out-of-cycle election will be held immediately. If the vacancy occurs during spring or summer, an election will be held in the fall. Once such an election is completed, the elected individual will assume the role of division chair immediately.

Section 4. Evaluation.

- A. Processes and Standards.** A process to review the work of division chairs will be created by mutual agreement by the Joint Labor Management Committee. The process will include: an action plan, a list of relevant parties who will provide feedback for the evaluation, a report by the division PRC, and a provision for how the reports will be used and shared.

Feedback and review should be aligned with the defined roles and responsibilities of the division chair and be focused on maintenance and improvement. Ineffectiveness in executing the duties of division chair will not result in disciplinary sanctions tied to the division chair's faculty position.

Division chairs will be reviewed by the division PRCs during the second year of each three-year term (unless there has been a request for an early evaluation as stipulated under Faculty Concerns below).

The review will be filed consistent with Article 12 (Responsibilities of the Members & Disciplinary Procedures). Review reports may be included in tenure, promotion, and post-tenure portfolios at the discretion of the faculty member. Review reports may be included in the faculty member's application for promotion and in the faculty member's post-tenure review portfolio at the discretion of the faculty member.

- B. Faculty Concerns.** If one or more faculty believes the division chair is not performing their role effectively and/or responsibly, they can bring the concern to the dean who will, working with the provost's office, determine next steps for the course of action. If deemed necessary, possible courses of action would range from early review, to performance improvement consultation, to a dismissal from the division chair role. The provost has the final deciding authority.

ARTICLE 9: EVALUATION, TENURE AND PROMOTION FOR TENURE-TRACK AND TENURED FACULTY

Section 1. Purpose of evaluation. Performance evaluations shall encourage the improvement of individual professional performance and guide decisions on salary adjustments, reappointment, tenure, and promotion, subject to the provisions of this Article and Articles 17 (Salary) and 13 (Reserved Rights of the University).

Section 2. Terms and Concepts. Many faculty members consistently demonstrate exceptional levels of performance in all three areas of instruction/librarianship, scholarship, and service. In any given year a faculty member may elect to concentrate their energies on one area more than another; however, as a whole, for the five-year period of time leading up to application for being considered

for advancement in continuation, promotion and/or tenure, a cumulative rating of “Meets Expectations” is expected on all three areas of instruction /librarianship, scholarship and service as indicated on the form provided in Appendix F. **A faculty member “meets expectations” when they give the overall impression of an active, engaged academic as evidenced by achievement in all three areas.**

A. Instruction/Librarianship (for teaching faculty see 1, for library faculty see 2).

1. **“Instruction”** shall refer to the effectiveness of one’s instruction for purposes of tenure and/or promotion review as indicated by:
 - a. Peer and supervisor evaluations,
 - b. Examination of syllabi from a range of years for each class,
 - c. Exams and other assessment methods,
 - d. Instructional materials,
 - e. Data from a mutually agreed upon student course evaluation instrument (SCEI*), provided by the University,
 - f. Reflections on evidence of effective academic advising, mentoring and support,
 - g. Reflections on evidence of impact of instruction on student learning,
 - h. Evidence of professional renewal and updating of skills and knowledge,
 - i. Personal teaching philosophy,
 - j. Examples of curriculum redesigns and refinements over time.

* Any survey not mutually agreed upon, along with any results/data derived from such questions and surveys, is not to be used for purposes of official evaluation unless a Faculty member chooses to include it.

2. **“Librarianship”** shall refer to the effectiveness of one’s librarianship for purposes of tenure and/or promotion review as indicated by:
 - a. Peer and supervisor evaluations in core areas of librarianship.
 - b. Examination of programmatic documents and contributions to library products

and services,

- c. Instructional materials,
- d. Data from student or faculty ratings of performance in core areas of librarianship,
- e. Reflections on evidence of impact of librarianship on student learning and academic success,
- f. Evidence of professional renewal and updating of skills and knowledge,
- g. Personal philosophy of librarianship,
- h. Examples of innovations and refinements in provision of library services and products over time.

B. Scholarship (See Article 2 (Definitions), Section 36): In the spirit of Boyer’s Scholarship Reconsidered (1990), one’s “scholarship” may be manifested in one or more of the following venues:

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

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

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

- The Scholarship of Discovery refers to the search for new knowledge and answers the questions: “What is to be known? What is yet to be found?” Evidence for this

type of scholarship may include scholarly and creative activities that involve clear goals, preparation, appropriate methods, results, and presentation on the part of the faculty as indicated by: a published book, scholarly monograph, article, book review, or essay, performed work or practice in the fine arts; a paper presented at a scholarly meeting at regional, national or international levels; creation of a process, machine, composition that leads to a patent; creation of a scholarly, artistic or scientific procedure or method; state, regional, national, or international recognition as a scholar in an identified area; and positive peer evaluations of the body of work.

- The Scholarship of Integration refers to serious disciplined work that seeks to interpret, draw together and bring new insight to bear on original research including interdisciplinary connections. Evidence for such scholarship may include interpretation of original research; the authoring or coauthoring of peer-reviewed publications of research, policy analysis, case studies, and integrative reviews of the literature; interdisciplinary grant awards or presentations; policy papers designed to influence organizations and governments; first research at the boundaries where field converge; and the illumination of knowledge into a larger context including the education of non-specialists.
- The Scholarship of Application moves the scholar towards engagement answering the question - How can knowledge be responsibly applied to consequential problems? Evidence for such may include the application of one's academic expertise to problems affecting individuals, institutions, or society; peer-reviewed publications of research, case studies, or technical applications, grant awards in support of practice; state, regional, national, or international recognition as a master practitioner; and professional certifications, degrees, and other specialty credentials.
- The Scholarship of Teaching and Learning involves planning, assessing, and modifying one's teaching and applying to it the same exacting standards of evaluation that are used in research. Evidence for such scholarship may include peer-reviewed publications of research related to teaching methodology or learning outcomes; case studies related to teaching and learning; learning theory development; and development or testing of educational models or theories; accreditation or other comprehensive program reports; successful applications of technology to instruction, teaching and learning; state, regional, national, or international recognition as a scholar in an identified area; published textbooks or other learning aids; grant awards in support of teaching and learning; outcome studies or evaluation/assessment programs; and presentations related to teaching and learning.

C. "Service" (See Article 2 (Definitions), Section 37): for purposes of tenure and/or

promotion shall refer to both Institutional Service (collegiality, service, and leadership within the department, program, division, college, and/or institution) and Professional Service (engagement and leadership within community, government, or private organizations as well as professional organizations). All faculty are expected to be involved in Institutional Service.

Section 3. Principles of Promotion and Tenure.

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

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

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

The awarding of tenure also acknowledges that the faculty member shall remain actively engaged in instruction, scholarship and service.

Those who seek promotion to Full Professor are expected to provide more evidence of exemplary and sustained instructional effectiveness than those applying for promotion to Associate Professor.

Successful candidates for promotion to Full Professor continue their instruction, scholarship, and service contributions at least at the level they had established when they were promoted to Associate Professor with tenure; recognizing that levels of engagement in any one area may vary from year-to-year.

The scholarship of successful candidates for promotion to Full Professor has advanced to the point where they can demonstrate a sustained engagement in their field(s) of scholarship.

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

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

- A.** As part of the initial job appointment, the Tenure-Track faculty member will, upon written request, receive a copy of the current Collective Bargaining Agreement from the Provost's Office which shall include all necessary details regarding evaluation procedures and expectations. The Collective Bargaining Agreement is available via the provost's web site.

- B.** The division chair shall be responsible for assisting each Tenure-Track faculty member in answering questions regarding the expectations and procedures related to evaluation.
- C.** All Tenure-Track faculty will complete an Annual Faculty Report and submit to the division chair no later than 30 June that includes an updated CV, a summary of accomplishments for the year and progress towards meeting previously stated goals and new goals for improvement.
- D.** Tenure-Track faculty will also submit their files for continuation, promotion, and tenure as specified elsewhere in this Article. A copy of the division's Personnel Review Committee (DPRC) recommendation will be provided to the faculty member by the DPRC at the same time it is submitted to the dean.
- E. Rebuttals.** The faculty member shall have the opportunity to file a commentary or rebuttal to any part of the evaluation report. This response shall be a permanent part of the evaluation.
- F. Evaluations which Indicate Need for Improvement.** If a faculty member is given an evaluation which includes an indication that improvement is needed in any area(s), including collegiality, the employer shall provide the faculty member a written report containing explicit suggestions and guidelines for improvement. The provost shall provide the relevant DPRC with a copy of the report. The employee will be granted reasonable time, up to one academic year, for improvement. Subsequent review(s) delivered to the employee in writing shall focus on the employee's performance during the specified timeline. All parties involved in the reevaluation shall adhere to the guidelines and suggestions specified in the written report.

Section 5. Eligibility Timelines for Promotion and Tenure.

A. Promotion to Associate Professor.

1. Promotion to Associate Professor and the granting of tenure shall occur at the same time for those hired on step one as an Assistant Professor on a tenure line. Faculty members can apply for promotion to Associate Professor and tenure after four years of continuous service at WOU. The files are due and the review process takes place during the fifth year of service. If awarded, the promotion and tenure shall become effective at the beginning of the sixth year of full-time service.
2. If stipulated in the initial hiring contract, a faculty member may be reviewed for promotion to Associate Professor and tenure after a combined minimum of four years of successful continuous service on the Tenure Track at WOU and another

comparable institution. Such faculty members may apply for tenure after two complete years of successful, continuous service on the Tenure Track at WOU.

If not stipulated in the initial hiring contract, a faculty member may request to apply early for tenure and promotion to Associate Professor. The notification of intent shall be part of the Annual Faculty Report. This report is due to the respective DPRC, dean and chair no later than June 30. The request shall include external reviews and a statement outlining levels of distinctiveness in instruction/librarianship, scholarship, and service that warrant early consideration.

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

3. A faculty member who becomes a parent through birth or adoption at any point during the probationary period shall, upon written notification to the division chair within six months of the birth or adoption, be automatically awarded a one-year extension of the probationary period before mandatory consideration for indefinite tenure is given. It is the sole decision of the probationary faculty member whether to use or decline the extension. The faculty member shall indicate their intent to apply for tenure and promotion in the Annual Faculty Report. If the faculty member applies for family medical leave in the Office of Human Resources due to the birth or adoption of a child during the probationary period, the Office of Human Resources will advise the faculty member of the availability of the automatic extension and, with the faculty member's consent, notify the division chair that the faculty member will accept the automatic one-year extension.

B. Tenure for Associate Professors.

A faculty member who is initially hired as an Associate Professor shall be reviewed for tenure during the third year of full-time, probationary service. In this case, the tenure award shall become effective at the beginning of the fourth year of full-time service. If the faculty member becomes a parent through birth or adoption at any point during the probationary period, the automatic extension described in Section 5.A.3. above, applies. If tenure is not awarded after three years of full-time service, then a fourth year Instructional Faculty non-renewable contract shall be offered. The dean, at their discretion, may choose to recognize the fourth year as a final probationary period after which the faculty member shall be re-evaluated through one more annual evaluation process on instruction/librarianship, scholarship, and service. If tenure is not then awarded as a result of the evaluation process,

there is no obligation for the University to offer an additional contract for the fifth year.

C. Promotion to Full Professor.

A faculty member may apply for promotion to Full Professor during their fifth year of combined employment as an Associate Professor at WOU and another comparable institution. If not stipulated in the initial hiring contract, a faculty member must request to apply early for promotion to Full Professor. The request shall be part of the Annual Faculty Report. This report is due to the respective DPRC, dean and chair no later than June 30. The request shall include external reviews and a statement outlining levels of distinctiveness from the WOU faculty at large at similar rank in instruction/librarianship, scholarship, and service that warrant early consideration. If approved by the division chair, the faculty member would be evaluated for promotion during the following year's evaluation process by the DPRC. Failure to achieve early promotion does not preclude a faculty member from being awarded promotion and in the subsequent year following another review.

D. Tenure for Full Professors.

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

Section 6. Procedures for Promotion and all Tenure Decisions.

- A.** Performance evaluations for tenured and Tenure-Track faculty shall be conducted according to the following schedule:
1. First-year faculty should discuss with their division chair their instruction, scholarship and service plans for their first year at WOU;
 2. Annually for untenured, Tenure-Track faculty beginning in the second year of service;
 3. When faculty members are seeking promotion or tenure;

- 4. Every three years for tenured, Associate Professors;
 - 5. Every five years for tenured, Full Professors.
- B.** It is the responsibility of the division chairs to identify, confirm, and notify the DPRC and dean by June 30 of all faculty members of the division eligible for and pursuing promotion and/or tenure.
- C.** Early in the fall term, the provost will review the purpose and intent of evaluation at each stage, the roles and responsibilities of the DPRC, the timelines and evaluation criteria and address questions on any of the University’s faculty evaluation policies with deans, division chairs, chairs and members of the various DPRCs, and representatives from the Union.
- D.** Candidates for pre-tenure reappointment, seeking tenure and/or promotion will be responsible for preparing their files following approved University and division procedures. The schedule of deadlines is summarized in the table titled PRC Process Deadlines on the following page.

Exceptions will be granted upon written request, except for second-year files, in situations where a faculty member is taking a leave only during the fall term under the FMLA or OFLA such that the due date for files for review by the DPRC can be delayed to no later than the second Friday in January when the faculty member is no longer taking leave.

Correspondingly, the due date of the files from the DPRC to the dean would be delayed to no later than the second Friday in February and to the provost no later than the first Friday in March.

PRC PROCESS DEADLINES

	Second-year reviews	All other pre-tenure reviews and applications for full professor	All post-tenure reviews
Files to DPRC chair	October 15	3 rd Friday in November	4 th Friday in February (note: post-tenure reviews are to be submitted by this calendar date following the previous academic year included in the review)

	Second-year reviews	All other pre-tenure reviews and applications for full professor	All post-tenure reviews
Evaluation conference with division chair and DPRC chair	1 st Friday in November	4 th Friday in January	1 st Friday in April
Files to dean's Office	1 st Friday in November	4 th Friday in January	1 st Friday in April
Evaluation conference with dean	Completed by 1 st Friday in December	Completed by 3 rd Friday of February	2 nd Friday in May
Files to provost's Office	1 st Friday in December	3 rd Friday of February	2 nd Friday in May

If any appointment of a full-time academic staff member who is on an annual tenure appointment is not to be renewed for reasons other than for cause or financial exigency, timely notice of non-renewal shall be given in writing (see table below). Concurrent written notice shall be provided to the Union

During first annual appointment year: notice is 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 second annual appointment year: notice is mailed on or by December 15 for those whose contracts expire June 15 or at least six months' notice given prior to expiration of the appointment

During third and subsequent annual appointment years: at least 12 months' notice which may be mailed at any time

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

shall prevail.

- B. DPRC Membership.** Each division shall have a DPRC comprised of the division chair and a representative group of tenured faculty. The division chair shall serve as a voting and participating member of the DPRC. Faculty members who are applying for promotion should abstain from service on the DPRC in the year the promotion is being reviewed.
- C. DPRC Evaluation.** The DPRC shall review the files as well as, all prior recommendations made by the University Personnel Review Committee (UPRC), dean, provost, and former DPRCs for each faculty member from that division seeking promotion to Associate Professor and tenure. They shall develop a letter for each member of faculty seeking promotion or tenure outlining the member's strengths in the areas of instruction/librarianship, scholarship, and service; explicit suggestions for areas needing improvement; and, progress made since prior reviews. The letter should conclude with a final recommendation to the dean in each case with reference to the appropriate supporting information provided in the faculty member's files.
- D. Evaluation Conference.** After the DPRC has reviewed the faculty member's files, the division chair together with the chair of the DPRC shall meet to conference with each faculty member to discuss the results of the evaluation and provide the candidate with a copy of the DPRC letter that is signed by the committee members. The division chair shall prepare a summary of the evaluation conference which shall be presented to the faculty member within 10 days of the conference and placed in the personnel file in the division office and forwarded to the dean and the provost via the faculty member's DPRC binder. The faculty member shall sign the report to acknowledge receipt thereof.
- E.** The dean shall review the recommendations of the DPRC and develop a letter that outlines the faculty member's strengths in the areas of instruction/librarianship, scholarship, and service, explicit suggestions for issues needing improvement, progress made since prior reviews, and a recommendation. The faculty member will meet with the dean to discuss the results of the evaluation. After meeting with the faculty member, the dean will forward their recommendations to the provost by the end of the third Friday in February.
- F.** If the DPRC and the dean concur favorably in their recommendation about a faculty member, the file shall be forwarded to the provost who will make their independent evaluation.
- G.** If a DPRC or dean recommends a faculty member unfavorably for tenure or promotion, and the provost upholds the unfavorable recommendation, the provost shall notify the member about the recommendation(s) in writing by no later than the end of the first week in March. The provost shall inform the member regarding:

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

H. In the case of a mixed recommendation from the DPRC or the dean for which the provost upholds an unfavorable recommendation, or the provost overrules a favorable DPRC and dean recommendation, the faculty member may make a written request for a UPRC review to the provost by the end of the third week in March. If the faculty member fails to make a request for a review by that date, the provost's ruling will stand.

I. If a faculty member receives unfavorable recommendations from both the DPRC and the dean, and the provost upholds the unfavorable recommendations, there shall be no review by the UPRC.

J. University Personnel Review Committee (UPRC).

1. Formation. The University shall have a UPRC comprised of one tenured faculty member from each division. Each division will elect their representative to the UPRC. No division chair may serve on the UPRC, except in cases when a committee quorum is otherwise impossible. The UPRC may include members of a DPRC, but each division is encouraged to elect representatives to the UPRC who are not members of that DPRC so as to minimize "dual" evaluations. To avoid conflicts of interest, no one who is under consideration for promotion shall serve on the UPRC. The election of these representatives shall be conducted after such time in the fall that the division chair has announced who is eligible to serve and at that time, the faculty members in the division will vote in a secret ballot to select their representative by majority vote. The UPRC shall convene no later than the third week of April to review all requests brought to it by the provost.

2. Deliberation. The UPRC shall consider all issues relating to the process and academic judgment while making any review and shall apply standards for faculty engagement in instruction, service, scholarship, and collegiality as stipulated in the CBA. The evaluative documents that are submitted by a candidate seeking promotion or seeking tenure are considered a complete file once the dean has finished their review and made a recommendation. The only additional items would be pertinent correspondence between the candidate, the DPRC, and the dean to address the committee and answer questions. The faculty member shall have the right, upon request, to make an oral presentation to the UPRC at which time, the dean shall also have the right to make an oral presentation. A Union representative shall be present at the hearing to assure that no procedural rules are violated. A member shall have the right to confer with a representative from the Union in the review by their UPRC. UPRC members who also served on a particular candidate's DPRC will remove

themselves from the committee but may be called upon for clarification on the expectations appropriate to the particular discipline or division.

- 3. Outcome.** The UPRC recommendation shall be forwarded to the provost and shall also promptly be made available to the faculty member in question and added to that member's Personnel File. The provost shall review the findings of the UPRC and either maintain their initial unfavorable ruling or reverse their ruling and provide a favorable recommendation.

Favorable recommendations are final. Unfavorable recommendations are final unless the faculty member makes a written appeal to the president. The written appeal must be filed with the President's Office within 10 days of receiving notice of an unfavorable finding from the provost.

- K.** The president shall review all faculty appeals of unfavorable recommendations. Prior to making final determinations on a provost's unfavorable ruling on promotion and tenure awards, the president may consult with individuals as necessary including the provost, deans, and individual members of the DPRCs. Official University notification to each individual and the chair of the UPRC, provost, and dean in regard to the action taken will occur by the end of the 4th week in May of each academic year.

Section 7. Post-Tenure Reviews.

- A.** Tenured faculty members will be evaluated by the DPRC once every three years for associate professors and every five years for full professors, with recommendations made to the dean and provost. Such evaluations will be on a staggered basis across faculty within a division determined at the beginning of each academic year.
- B.** The purposes of post-tenure review are to:
 - 1.** Assure continued excellence in the academy;
 - 2.** Offer appropriate feedback and professional development opportunities to tenured faculty;
 - 3.** Clearly link the level of remuneration to faculty members' performance;
 - 4.** Provide accountability to the institution, public, and Board (OAR 580-021- 0140; - 0135; -005 et seq.; IMD 4.002).
- C.** Tenured faculty members will submit the following according to "PRC process deadlines" in Section 6.D:

1. Copies of the Annual Faculty Reports for the evaluation period;
2. Examples of instruction/librarianship, scholarship, and service that define their continued contributions to the profession;
3. Copies of the written summary of at least one observation of classroom teaching by the division chair or their designee (or equivalent review of on- line Learning Management System (LMS) platform material if primarily an on-line instructor);
4. An updated CV; and
5. Data from the mutually agreed upon student course evaluation instrument (SCEI*), provided by the University.

*Any survey not mutually agreed upon, along with any results / data derived from such questions and surveys, is not to be used for purposes of official evaluation unless a Faculty member chooses to include it.

D. The DPRC recommendation and the material provided under Section 7, C.1-5 above are forwarded to the dean for acceptance and review. The dean will provide written feedback to be shared with the faculty member and forward a summary along with the Annual Faculty Report to the provost which will then become a part of the faculty member's permanent personnel records.

ARTICLE 10: ASSIGNMENT OF DUTIES & RETENTION FOR NON-TENURE TRACK AND EVALUATION FOR INSTRUCTIONAL & NON-TENURE TRACK FACULTY

The "Non-Tenure Track" faculty classification will be replaced with "Instructional Faculty" following the 2024-2025 academic year. However, Sections 1 - 6 and 8 of this Article will continue to be followed until such time that an eligible Non-Tenure Track faculty member is hired into their new Instructional Faculty classification and rank as described in Appendix L. In addition, all Non-Tenure Track and Instructional Faculty will be evaluated as described in Section 7 of this Article.

Section 1. The University reserves the right to employ Non-Tenure Track Faculty on the basis that 1.00 FTE equals 15 course credit hours per term (or equivalents). As provided in Article 12 (Responsibilities of the Members & Disciplinary Procedures), NTT faculty members shall be available for assignment of professional duties for the entire period of their appointment. Professional duties include instruction and may include service.

The University recognizes that it shares with its faculty the responsibility for appropriate accounting of time and effort, as well as for the development and improvement of faculty performance. Accordingly, the University and faculty agree that Sections 2 through 7 below describe aspects of a

member's professional responsibilities and performance in these areas that shall be taken into account in all personnel actions.

Section 2. The University retains the right to assign NTT faculty workload based on the needs of the student and the goals of the department or program, division, college and University.

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

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

Section 4. Workload. Consistent with Section 1 above, NTT faculty's professional duties will be reflected in the faculty member's appointment letter.

Section 5. NTT Faculty Titles (2024-25 only). All NTT faculty hired to perform instructional duties will be designated by one of the following titles:

- A. NTT faculty holding baccalaureate degrees in disciplines where the Ed.D., Ph.D., D.B.A., M.F.A. or M.L.S is the highest earned degree shall hold the title of "Lecturer."
- B. NTT faculty holding master's degrees in disciplines where the Ed.D., Ph.D., or D.B.A., is the highest earned degree shall hold the title of "Instructor."
- C. Non-Tenure Track faculty holding master's degrees in disciplines where the Ed.D., Ph.D., or D.B.A., is the highest earned degree and has at least five years of successful service as an Instructor and been recommended by the division chair and approved by the dean and provost shall hold the title of "Senior Instructor."
- D. Non-Tenure Track faculty holding the Ed.D., Ph.D., D.B.A., M.F.A., or M.L.S., or highest recognized earned degree in disciplines who are brought to the institution to provide short-term enhancement for a program shall hold the title of "Visiting Assistant Professor or Visiting Associate Professor."
- E. All other NTT faculty holding the Ed.D., Ph.D., D.B.A., M.F.A., or M.L.S., or highest recognized earned degree in the discipline shall hold the title of "Non-Tenure Track Assistant Professor."

Section 6. NTT (Fixed-Term) Appointments (2024-2025 only).

- A. Non-Tenure Track (Fixed-Term) appointments shall specify beginning and ending dates of employment, and continuing appointments beyond the dates specified are not to be

anticipated.

B. Multiple-Term Contracts.

1. The University shall extend multiple-term contracts to NTT faculty who meet the following criteria
 - a. Have taught a minimum of .50 FTE at the University for each of three terms in the academic year immediately prior to the contract year under consideration;
 - b. The division chair and dean have an expectation that the NTT faculty member will be needed to teach at least .50 FTE for the upcoming contract year. Such expectation may be evidenced by the inclusion of the Non-Tenure Track faculty member's name in the final approved schedule of classes submitted by the division chair, approved by the dean and accepted by the provost.
2. Notification of multiple-term contracts shall be made to the NTT faculty member as soon as possible after a vacancy or need has been identified.
3. A multiple-term contract, which has been accepted by a NTT faculty member, may be altered if:
 - a. Low enrollments, fiscal shortfalls, or changes in course offerings cause the division chair or dean to determine that the NTT faculty member will be needed for less FTE than included in the multiple-term contract or
 - b. Evaluation of the NTT faculty member's performance, in accordance with Section 7: Evaluation of Non-Tenure Track/Instructional Faculty, is found to be unsatisfactory or
 - c. The division chair or dean recommends increasing the contract FTE to reflect additional course assignments, as agreed to by the NTT faculty member.

C. Multiple-Year Contracts.

Non-Tenure Track faculty holding the terminal degree in their discipline and who have worked continuously for three academic years at a minimum of 0.50 FTE; or faculty who have achieved at least five academic years of successful instruction teaching as an instructor; may, with recommendation of the division chair and with approval of the dean and provost, be granted a three-year employment contract. The dean will provide a copy of the multi-year contract to the relevant division chair, who will notify the appropriate department head or program coordinator of the multi-year appointment. The multi-year contract is subject to the reserved rights of the University as noted in Article 13.

D. “Visiting” Appointments.

Appointees identified as “Visiting” faculty and who are recommended by the division chair and with the dean’s approval may be granted up to a three-year employment contract.

Section 7. Evaluation of Non-Tenure Track/Instructional Faculty.

Purpose of evaluation. The purpose of performance evaluations shall be to encourage the improvement of individual professional performance and, subject to the provisions of this Article, and Articles 17 (Salary) and 13 (Reserved Rights of the University), to provide a guide for decisions on salary adjustments and reappointment.

- A.** All NTT/Instructional faculty who are employed at or above .50 FTE will be evaluated pursuant to Part D below by the division chair with recommendations forwarded to the dean and filed with the Provost’s Office.
- B.** As part of the initial job appointment, each NTT/Instructional faculty member will receive, upon written request, a copy of the current Collective Bargaining Agreement from the Provost’s Office which describes all necessary details regarding evaluation procedures and expectations. The Collective Bargaining Agreement is available via WOU Human Resources website.
- C.** The division chair shall be responsible for assisting NTT/Instructional faculty members in answering questions regarding the expectations and procedures related to evaluation and help the faculty members avail themselves of resources available to help them acclimate to the University.
- D.** Divisions shall evaluate NTT/Instructional faculty members on the basis of divisional and institutional criteria, academic standards, appropriateness for assignments, collegiality, and the terms and conditions of this Article. Further, for NTT/Instructional faculty, the annual evaluation shall be based on:
 - 1.** The most recent classroom observation conducted by the division chair or their designee pursuant to Part E below, and
 - 2.** An Annual Faculty Report compiled by the NTT/Instructional faculty member and due to the division chair no later than June 30th that includes the following components:
 - a.** Data from the mutually agreed upon student course evaluation instrument (SCEI*), provided by the University, and

- b.** A summary of accomplishments for the year that addresses the NTT/Instructional faculty's primary work assignments and future goals.

* Any survey not mutually agreed upon, along with any results / data derived from such questions and surveys, is not to be used for purposes of official evaluation unless a faculty member chooses to include it.

E. Classroom observation for NTT/Instructional faculty will be completed:

- 1.** For those with contracts of one year or shorter prior to the completion of the contract;
- 2.** For those on multi-year contracts:
 - a.** In the final year of the contract;
 - b.** Annually if requested by the faculty member;
- 3.** As deemed necessary by the division chair.

Non-Tenure Track/Instructional faculty members may demonstrate proficiency in any of the ways described by the numbered points below in subsection F. Non-Tenure Track Instructional faculty members are not limited to these forms of evidence and are not expected to address all bulleted points as there are many ways of demonstrating proficiency.

F. Evaluation of teaching effectiveness may be based on:

- 1.** Peer and supervisor evaluations;
- 2.** Examination of syllabi from a range of years for each class;
- 3.** Exams and other assessment methods;
- 4.** Instruction Teaching materials;
- 5.** Data from a mutually agreed upon student course evaluation instrument (SCEI*), provided by the University;
- 6.** Reflections on evidence of effective academic advising, mentoring and support;
- 7.** Reflections on evidence of impact of teaching on student learning;

- 8. Evidence of professional renewal and updating of skills and knowledge;
- 9. Personal teaching philosophy;
- 10. Examples of curriculum redesigns and refinements over time.

* Any survey not mutually agreed upon, along with any results / data derived from such questions and surveys, is not to be used for purposes of official evaluation unless a faculty member chooses to include it.

- G. The results of the division's evaluation for NTT/Instructional faculty members shall be considered in determining continued employment within the University.

For non-continuation of NTT/Instructional faculty with three or more years of continuous service at 0.5 FTE or above based on performance deficiencies as specified in this contract, the division chair must first provide the employee with a written record of the employee's performance, as specified in this Article before such a decision can be made.

The dean shall be expected to give an employee at least one academic term, summers excluded, to correct any identified performance deficiencies. If the written record shows that the performance deficiencies have continued, then a non-continuation decision is in order.

- H. The University shall not use salary rates to differentiate among NTT/Instructional faculty for purposes of staffing.

Section 8. Individually-Designed Courses (sunsets at the end of spring term 2025).

- A. Non-Tenure Track faculty who conduct individually-designed coursework during an academic term in addition to their 15-credit teaching load - having received approval from the provost to conduct such coursework in addition to their 15-credit teaching load - will be compensated as in Part B below at the conclusion of the term in which the coursework was conducted.
- B. Compensation for Non-Tenure Track faculty who, having received approval from the provost, conduct individually-designed coursework during an academic term in addition to their 15-credit teaching load will be calculated according to the following formula: Pay = (Student Credit Hour credit total ÷ 12) ÷ (45 unit annual workload) x (averaged annual salary rate over the previous two academic years or the annual salary rate during the academic year in which 0.5 FTE is reach

ARTICLE 11: PERSONNEL FILES

Section 1. The University shall maintain separate official academic personnel and employment personnel files for the faculty. The academic personnel files will contain only records that are relevant to the educational and related programs of the University, its divisions or units. The employment personnel files will contain only employment information such as annual appointment letters and offers of employment.

Section 2. The official academic personnel file will be maintained on the Western Oregon University campus in the Provost's Office. File custody, maintenance, and security shall be the responsibility of the provost. The official employment personnel file will be maintained by the Western Oregon University Office of Human Resources. Custody, maintenance, and security of the official employment personnel file shall be the responsibility of the Human Resources office.

Section 3. Access to the personnel records in each file shall be controlled by the persons designated as responsible for file custody, maintenance, and security in Section 2. Faculty members shall be allowed full access to their own personnel records.

Section 4. It is the responsibility of any person in charge of the academic personnel files to notify the faculty member of the insertion of any unfavorable material into the academic personnel file. The faculty member shall have the opportunity to rebut, refute, or explain any observation or material contained in the file. Entry of mandatory evaluation results into academic personnel files will be made in accordance with Article 9 (Evaluation, Tenure, and Promotion for Tenure-Track and Tenured Faculty).

Section 5. The University will not solicit nor accept information for inclusion in the academic personnel file from individuals or groups who wish their identity kept anonymous. The only exceptions are student course evaluations to be included in accordance with Article 9 (Evaluation, Tenure, and Promotion for Tenure-Track and Tenured Faculty) and Article 10 (Assignment of Duties & Retention for Non- Tenure Track and Evaluation For Instructional & Non-Tenure Track Faculty).

ARTICLE 12: RESPONSIBILITIES OF THE MEMBERS & DISCIPLINARY PROCEDURES

Section 1. Responsibilities. The primary responsibility of Tenure-Track and Non-Tenure Track/ Instructional Faculty is instruction, independent study, provision of regularly scheduled office hours, and mentoring of students. Library faculty and other non-teaching faculty shall be assigned duties in accordance with the position for which they were hired.

Additional duties of Tenure-Track faculty typically include:

- academic advising of students;
- planning and assessment of learning specific to each course;
- curriculum planning and improvement;
- service on committees at Western Oregon University;
- scholarly activities;
- assisting in the admission, orientation and registration of students;
- professional service;
- student support service activities including attendance at commencement;
- and other normal duties of University faculty members.

Upon mutual agreement of the member and WOU administration, NTT/Instructional faculty may also engage in these activities, with compensation on a case-by-case basis, as approved by the dean.

Section 2. A member may be subject to corrective discipline for failure to carry out the responsibilities and/or meet the obligations of a professional member of the Western Oregon University academic community. This includes the expectation that members refrain from conduct that is proscribed in Article 27 (Healthy Workplace).

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

Section 4. Disciplinary Sanctions. Member discipline will be issued only for just cause. Sanctions shall be limited to written reprimand, suspension with pay, suspension without pay, denial of salary increase, temporary reduction of salary and discharge.

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

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

- A. In situations involving a written reprimand, the member's administrative supervisor shall issue the reprimand as soon as practicable. The written reprimand will identify the behavior, the University policy or work rule that has been violated, and any remedial activities that the member should undertake. The written reprimand shall become part of the member's personnel file. The written reprimand shall have a limited life of 24 months, after which it shall be removed from the employment personnel file. Provided that no further sanction has been given to the member due to a related violation, the written reprimand shall have a limited life of 24 months after which it shall be removed from the file. All related written reprimands that have not been previously removed from the file will remain in the member's relevant personnel file if less than 24 months has passed since the latest related infraction.

- B. In situations involving sanctions more severe than a written reprimand, a notice of intent to impose severe sanction shall be served by the dean or relevant administrator 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), as well as date(s), time(s), and place(s) and the proposed sanction. In addition, the notice must inform the individual of the right to file a grievance at Step Two within 14 calendar days of the date the notice is received. The Union will concurrently be sent a copy of the same notice given to the member via email to the WOUFT president. When irreparable harm will result from delay, severe sanctions may be imposed immediately. Otherwise, severe sanctions may only be imposed when a member fails to file a grievance within the time allowed above or when the University renders its final decision on the grievance prior to arbitration.

- C. A record of a severe sanction will become part of the member's personnel file and shall have a limited life of 36 months, after which it shall be removed from the employment personnel file. However, if the faculty member receives an additional severe sanction within that 36-month period, the prior severe sanction and all others that had not been removed under the terms of this Article will remain in the member's employee personnel file for an additional 36 months. Should thirty-six months pass without an additional severe sanction, all severe sanctions will be removed from the employee's personnel file.

- D. The University shall conduct all disciplinary meetings confidentially.

Section 7. Complaints of member misconduct or violations of Sections 1 or 2 above, made by WOU faculty, must be submitted in writing or in person to the dean or relevant administrator.

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 formal grievances are not normally necessary. The procedures hereinafter set forth shall be the sole method for resolving grievances as that term is herein defined.

Section 2. 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.
- 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.

Section 3. 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, in writing, 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 advance the grievance according to the terms of this Article, including the specified time limits or any extension thereof, shall be considered acceptance of the decision rendered at the previous step. Failure by the University to communicate the decision on the grievance to the Union (or subject to Section 3A above, the grievant) at any step within the time limits, including any extensions thereof, shall allow

the grievance 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 or by the Union, at any time.
- I.** University actions that reflect the exercise of Academic Judgment cannot be grieved under this Article. However, matters of procedure related to the exercise of Academic Judgment may be grieved.

Section 4. Presentation of Grievances.

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

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

- A description of the alleged event(s), situation(s), or act(s) in violation of the contract provisions;
- The date thereof;
- The specific provision of this Agreement which is in dispute; and
- 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 dean (or persons in positions at a similar level) or the provost, in which case the grievance may be filed at Step 2 or 3, as provided above.

Step 1. Dean's Level. The grievance shall be filed in writing with the appropriate dean. The dean

shall promptly identify the administrator with whom resolution of the grievance shall be sought. Fifteen days shall be allowed for resolution of the grievance. Upon the grievant's written request, 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. Provost's Level. Within five days of the expiration of the period allowed for resolution at the dean's level, or within five days of an unsatisfactory decision at the dean's level if that date is earlier, the grievance may be filed with the provost of the University. The provost or designee shall meet with the grievant within five days of receipt of the grievance for review and shall send a decision in writing to the grievant and the Union within ten days of such meeting.

Step 3. President's Level. Within five days of the expiration of the period for response by the provost at Step 2, or within five days of an unsatisfactory decision by the provost, the grievance may be filed with the president. The president or designee shall meet with the grievant within ten days of receipt of the grievance and shall send a decision in writing to the grievant and the Union within ten 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 5. 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.

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 20 days of the decision rendered under the provisions of Step Three.

Section 2. Within ten 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 days of the meeting, the party initiating arbitration shall request the Employment Relations Board to submit a list of five arbitrators, none of whom shall be an employee of the (former) Oregon University System unless both parties have agreed to the contrary. The parties will alternate, on an arbitration by arbitration basis, making first strike of a name from the list except in the first instance following execution of this Agreement. In that instance first strike will be determined by a coin toss. The parties will take alternating turns striking names from the list in each instance. Names will be struck until one name remains, and the remaining name will be selected as the arbitrator. 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 joint submission agreement, which shall include a statement of the issue presented. The parties 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 a joint submission agreement, each party shall submit its own version by an agreed upon date. If the parties do not agree as to the issue presented, the arbitrator shall first 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. When possible according to the selected arbitrator's schedule the hearing shall commence within fifteen 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. Following the arbitrator's determination of the issue, the next matter to be decided by the arbitrator is their jurisdiction to act. If arbitrability is in dispute, the arbitrator shall hear argument on the question before deciding the matter of arbitrability. Following argument by both parties, the arbitrator shall announce their decision as to the issue of arbitrability. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time, provided that either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits delayed until such review is completed. Upon concluding that the arbitrator has no power to act, the arbitrator shall not hear the matter or make any decision or recommendation regarding the merits of the issue.

Section 6. Authority of the Arbitrator. The arbitrator shall neither add to, subtract from, modify nor alter the terms or provisions of this Agreement. 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 Article 14 (Grievances), Section 2. In cases involving the exercise of discretion, the arbitrator shall not substitute personal judgment for that of the faculty or the administrators. Nor shall the arbitrator review such decision except for the purpose of determining whether the procedural steps provided in this agreement have been followed. If the arbitrator determines that procedural steps have not been followed where an exercise of "academic judgment" or administrative discretion is involved, the arbitrator shall direct that the matter be reconsidered by the appropriate official in accordance with relevant procedural steps. In no case may the arbitrator direct that a member be reappointed, promoted, or awarded indefinite tenure. The arbitrator, however, may direct that the status quo ante be maintained until a judgment is made having properly followed appropriate procedural steps.

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

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

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

The decision of the arbitrator shall be issued within 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.

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 is accomplished through usual curricular mechanisms and the provisions of this Article likewise do not apply.

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

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

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

Section 3. After a declaration is made that one of the conditions described in Section 2 exists or is imminent, the president will meet with two 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 in consideration of the University's commitment to affirmative action goals. Each division faculty shall provide recommendations to the division chair 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 division chair does not agree with the division's faculty recommendations, the division chair shall meet with the division faculty to discuss the recommendations.

The second factor shall be the kind of appointment: NTT/Instructional appointments shall be laid off before Tenure-Track and indefinite tenured appointments, Tenure-Track appointments shall be laid off before indefinite tenured 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 (see Article 9 (Evaluation, Tenure and Promotion for Tenure-Track and Tenured Faculty)), members with the fewest number of quarters of continuous service shall be laid off first. The number of quarters of service to the division or program shall be

calculated as described in Section 5 below.

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

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

Section 7. If a position becomes vacant in the program or division from which a member has been laid off and the position is to be filled, a member who is fully qualified to fill the vacant position shall be offered reemployment by certified mail. Offers of reinstatement shall be made in inverse order of layoff. The faculty member will have 30 days from the date the offer is sent in which to accept the offer. If no acceptance is received in writing within the 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 30-day period required by this section.

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

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

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

Section 9. The University shall not use salary rates to differentiate among NTT/Instructional faculty for purposes of staffing.

ARTICLE 17: SALARY

Section 1. Retirement Plan Contributions.

Bargaining unit faculty members shall be eligible to participate in the Public Employees Retirement System (PERS), the Oregon Public Service Retirement Plan (OPSRP), the Optional Retirement Plan (ORP), the Tax-Deferred Investment 403(b) Plan (TDI), and the Oregon Savings Growth Plan as set forth by Oregon law.

A. Public Employees Retirement System Individual Account Program (IAP). For work performed on and after January 1, 2004, Western Oregon University shall pay on behalf of members of the Public Employees Retirement System (PERS) the statutorily required employee contribution to the Individual Account Program under ORS 238A.330 and pursuant to ORS 238A.335, or under ORS 238.315 if the member elected assistance under ORS 243.920.

1. The full amount of the members' required contributions paid by WOU to PERS on behalf of members shall be considered "salary" within the meaning of ORS 238.005 (26)(a) and ORS 238A.005(17)(b)(F) for the purpose of computing "final average salary" within the meaning of ORS 238.005 (9) and ORS 238A.130, but shall not be considered "salary" for the purposes of determining the amount of required employee contributions. Pursuant to ORS 238A.335(2)(a) and through the term of this Agreement, the parties agree that employee compensation has been reduced in order to generate the funds needed to make these employee contributions; the employer will file any required notices with the Public Employees Retirement Board.
2. If the employee IAP account under ORS 238A.300 is declared invalid or is otherwise eliminated and a replacement is not available, then effective upon the date of its invalidation or elimination, a corresponding general salary increase of six percent (6%) shall be paid to participating employees, or its equivalent, pursuant to the relevant chapter of law for governing PERS employee contributions.

B. Optional Retirement Plan (ORP). For work performed on or after January 1, 2004, Western Oregon University shall pay on behalf of ORP participants the statutorily required employee contribution under ORS 243.800(8). For employees participating in the ORP hired on or after July 1, 2014, the University will make all employer contributions to the ORP required under ORS 243.800(10)(a) and (b).

C. Employer Payment of Employee Contributions. If for any reason the six percent (6%) payment of the employee contribution by Western Oregon University described

in (A) and (B) above is declared invalid or is otherwise eliminated, then effective on the date of its invalidation or elimination, a corresponding general salary increase of six percent (6%) shall be paid to eligible employees. In such cases, employees' six percent (6%) contributions shall be deducted for payment to the applicable employee accounts and shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code Section 414(h)(2).

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

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

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

Section 4. Salary Step Systems. Faculty salaries in the bargaining unit will be assigned according to the following step systems.

A. Tenure-Track and Tenured Faculty.

For Tenure-Track and tenured faculty, there will be a 40-step salary step system for the 2024-2025 and 2025-26 academic years starting with the normal entry level salary for Assistant Professors, with increasing steps. Twelve-month faculty will be assigned annual salaries on the basis of their step value times the ratio 12 to 9.

1. For the current Bargaining Agreement, the normal entry-level salary for Assistant Professors will be step 1. For 12-month faculty, the entry level annual salary will be step 1 times the ratio 12 to 9. Based on input from the search committee, professional service prior to, during, or after 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 five steps will be granted.
2. Step increases in each year of this agreement will be awarded as 1 step per year of service in the salary system unless a step is not available on the salary schedule for the specified year. Leave without pay will not be considered full-time service in figuring years of service, except in the case of Professional Leave without pay or Protected Leave (FMLA/Paid Leave Oregon/OFLA). Sabbatical leave will be considered full-time service in figuring years of service.

3. Faculty who receive promotion from Assistant Professor to Associate Professor or from Associate Professor to Full Professor shall receive, in addition, four steps in the salary system.
4. Assistant Professors shall not advance beyond Step 10. Associate Professors shall not advance beyond Step 32.
5. **Market Place Advances.**

(Business & Economics, Computer Science, and Occupational Therapy). 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 Occupational Therapy, and those contained in the divisions of Business & Economics and Computer Science. 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. Article 17, Section 4.A.5.a. applies to the three disciplines specified here, while Article 17, Section 4.A.5.b applies exclusively to Business & Economics.

- a. Therefore, in order to make competitive starting salaries of the disciplines in these designated units the University may make starting salary offers equal to the regular step salary plus an additional 22%. The market place salary advances will continue at the same percentage of the step salary as the faculty advances. The University will inform the Union of any and all market place advances. Advances made in accordance with this provision shall not be considered salary anomalies. The University may negotiate an added adjustment beyond the percentage agreed to here with the consent of the Union.
- b. In addition, the University may provide continuing funding of up to \$100,000 for division of Business & Economics faculty salaries, plus related other personnel expenses (OPE). This budgetary amount is to be used for the recruitment and retention of new tenure line faculty only. Such annual budgetary amount is available for each year of this contract. Salary for all faculty members hired with these funds shall be based on their position on the faculty step salary schedule plus a negotiated salary supplement amount awarded from the \$100,000 provided in this paragraph. Salaries will be established by step

placement, followed by the market adjustment (5.a), followed by the negotiated salary adjustment (5.b), in that order. The University shall notify the Union of all hires and the three components of their salary made under Market Place Advances.

6. Salary Table and Adjustments.

Tenured and tenure-track faculty salaries are shown in the “Annual Tenure-Track and Tenured Faculty Salary Schedule” table below. The annual step increase for eligible faculty will be granted on September 16, 2024 and again on September 17, 2025. Faculty salaries for the 2026-27 contract year will be determined during contract reopener negotiations, which will occur consistent with the terms of Appendix J.

a. Annual Tenure-Track and Tenured Faculty Salary Schedule

The table below is effective July 1, 2024 for 12-month faculty and September 16, 2024 for 9-month faculty, or October 1, 2024 for 9-month faculty on the deferred payment plan.

* Exact values of steps in AY 26-27 to be determined in a mandatory salary reopener per Appendix J.

Table A. Tenure Track and Tenured Faculty Salary Schedule

Step	AY 24-25	AY 25-26	AY 26-27
1	56,962	60,095	*
2	58,179	61,378	*
3	59,498	62,770	*
4	59,817	63,107	*
5	60,346	63,651	*
6	61,169	64,486	*
7	62,006	65,336	*
8	62,849	66,192	*
9	63,714	67,070	*

Step	AY 24-25	AY 25-26	AY 26-27
10	64,598	67,967	*
11	65,501	68,883	*
12	66,424	69,820	*
13	67,368	70,779	*
14	68,335	71,760	*
15	69,322	72,762	*
16	70,332	73,787	*
17	71,364	74,834	*
18	72,420	75,906	*
19	73,500	77,002	*
20	74,602	78,121	*
21	75,729	79,265	*
22	76,882	80,436	*
23	78,061	81,632	*
24	79,265	82,854	*
25	80,494	84,099	*
26	81,753	85,370	*
27	83,038	86,669	*
28	84,351	87,995	*
29	85,692	89,348	*
30	87,063	90,734	*
31	88,464	92,149	*
32	89,895	93,594	*

Step	AY 24-25	AY 25-26	AY 26-27
33	91,359	95,072	*
34	92,580	96,306	*
35	94,379	98,122	*
36	95,938	99,697	*
37	97,531	101,306	*
38	99,212	103,005	*
39	101,066	104,876	*
40	102,956	106,786	*

- 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 Tenure-track and Tenured Salary Schedule during their first year of employment at WOU. Additional steps/adjustments may be provided as detailed in Section 4 above.

B. Lecturers, Instructors, Non-Tenure Track Assistant Professors (2024-25) / Instructional Faculty (2025-26 and subsequent years)

- Non-Tenure Track/Instructional Faculty Minimum Salary Schedule (subject to the mandatory salary reopener described in Appendix J).

For NTT/Instructional faculty the following salary schedule will be used:

Table B. Non-Tenure Track/Instructional Faculty Salary Schedule

Years of Experience	Salary with Bachelor's Degree	Salary with Master's Degree	Salary with Doctoral/Terminal Degree
0-4	\$35,000	\$40,000	\$45,000
5-9	\$37,000	\$42,500	\$48,000

Years of Experience	Salary with Bachelor's Degree	Salary with Master's Degree	Salary with Doctoral/Terminal Degree
10-14	\$39,000	\$45,000	\$51,000
15-19	\$41,000	\$47,500	\$54,000
20+	\$43,000	\$50,000	\$57,000

The above Minimum Salary Schedule represents the minimum annual salary for NTT/Instructional Faculty members covered by this agreement. All such NTT/Instructional faculty will be placed on the above Minimum Salary Schedule based on the faculty member's years of experience and highest degree completed. Years of experience accrue only for years of service in which the faculty member averages at or above .50 FTE during an academic year at WOU, exclusive of Summer Session.

For the 2024-25 academic year, NTT/Instructional faculty will receive a 4.09% increase effective September 16, 2024, and in the 2025-26 academic year NTT/Instructional faculty will receive a 6.07% increase effective September 17, 2025.

Instructional faculty salaries for the 2026-27 contract year will be determined during contract reopener negotiations, per Appendix J.

Section 5. Summer Session.

For faculty on 9-month contracts, the rate of pay for Summer Sessions will be 20% of the faculty member's current salary rate. The rate of pay for all faculty members will be based on nine WLUs for full-time instruction.

Section 6. Special Summer Compensation Rate.

If a summer session course is canceled by a dean after June 1 of the respective year due to low enrollment (i.e., a course generating less than 36 student credit hours), a faculty member, with their division chair's approval, may request in writing the "special summer compensation rate."

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

As of the first day of the course, multiply the number of student credit hours by average in-state, undergraduate tuition per credit hour for the course multiplied by two-thirds.

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

- A. In no event shall the “special summer compensation rate” exceed the pro rata compensation rate determined by the 20% summer compensation formula described in this Section.
- B. An NTT/Instructional faculty member will be eligible for this special summer compensation rate providing they teach at or above 0.50 FTE in the spring immediately preceding that summer and are also scheduled to teach at or above 0.50 FTE in the fall immediately following.
- C. Once established and agreed to by the faculty member, the “special summer compensation rate” is not subject to adjustment, either upward or downward due to increased enrollment or decreased enrollment or for any other reason.
- D. All courses must generate a minimum of 18 student credit hours to allow for special summer compensation rate consideration.
- E. If a request is approved, the faculty member is committed to holding the class.

Section 7. Economic Working Group.

The parties agree to convene a working group starting in Fall 2024 to discuss various issues about compensation / salary, and to prepare for the mandatory reopener per Appendix J. The working group will include at least two members representing WOU and at least two members representing WOUFT, and will proceed under the interest-based bargaining framework used by the parties during the 2024 negotiations.

ARTICLE 18: HEALTH AND DENTAL INSURANCE

Section 1. Definition of Participants. The intent of this Article is to define participants who receive an Employer contribution toward the cost of insurance. For purposes of this Agreement, the following definitions apply:

- A. **Employer Insurance Program.** The definition of Employer insurance includes any insurance program authorized or sponsored by the Employer to provide insurance benefits for employees of Western Oregon University.
- B. **Eligibility.** Faculty who meet eligibility requirements of the Employer insurance program are considered to participate.
- C. **Opt-Out.** Employees who meet eligibility requirements of the Employer insurance

program and elect to opt-out of medical coverage are considered to participate.

Section 2. Employer Contribution. For plan years 2024, 2025 and 2026, the Employer will contribute 95% of the premium costs of the coverage, and the employee will contribute 5%. For these plan years, where an employee has the opportunity to choose between two healthcare plans and the employee enrolls in the least expensive PEBB health plan available to them, the Employer will contribute 97% of the premium costs of the coverage and the employee will contribute 3%.

Section 3. Administration. The Employer will make payment for eligible faculty member insurance directly to the appropriate insurance carriers and/or administrators.

Section 4. Proprietary Interest. The Employer ceases to have proprietary interest in its own contributions to the insurance plan when it pays such funds to the carrier or to persons who have irrevocable duty to transfer such payment to carriers and/or providers when due.

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.

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

For The University:

President

Western Oregon University
Monmouth, Oregon 97361

**For The WOU Board
of Trustees:**

WOU Board Secretary

Western Oregon University
Monmouth, Oregon 97361

ARTICLE 21: MISCELLANEOUS PROVISIONS

Section 1. The University agrees to provide an unsigned online copy of this Agreement within 30 calendar days after the Agreement is signed, and to provide a printed copy, at University expense, to any member, upon written request at the Provost's Office.

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. Federal and State laws allow up to 2 weeks within 60 days of notice. 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.

Section 5. Professional Leave.

- A.** The University recognizes the value of granting professional leave to faculty in order for them to provide service to the broader community to which the University belongs. A professional opportunity may increase a faculty member's value to the University indirectly,

i.e., through that faculty member's enhanced expertise, but also has the potential to directly enhance esteem for the University by the broader public.

- B.** Requests for professional leave shall be considered for opportunities including, but not limited to, visiting scholar programs (e.g., NSF), professional society appointments, State and/or National Union Leadership appointments, service on directorial boards (e.g., national, state, institutional), humanitarian or military service, and campaigns for political office. In addition to their value to the requester, consideration of granting these (and possibly other) opportunities will also include their potential to enhance the University's reputation and service to the community at large.
- C.** All Tenure-Track and tenured faculty are eligible for professional leave.
- D.** Requests for professional leave will be vetted by the relevant department/division. Requests for professional leave may be granted only with approval by the dean.
- E.** Approved professional leaves of absence of up to one year will not be considered a break in service. During this time, the faculty member will continue to accrue time served toward step increases and promotion.
- F.** Extensions of professional leaves beyond that one-year period are also subject to mutual agreement between the faculty member and their department/division. Extensions approved by the dean will not be considered a break in service. Upon return to university service, the faculty member will be afforded the same position and work location as held when approved for the leave.

ARTICLE 22: SABBATICAL

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

- A.** A faculty member may be considered for sabbatical leave only after having been continuously employed in the Department of Higher Education at half-time or more for six academic or fiscal years at the rank of Instructor or above. A series of annual appointments shall be considered continuous whether or not interrupted by one or more authorized leaves of absence. However, an authorized leave of absence does not count as a year of service for purposes of the six-year requirement for sabbatical eligibility, nor does it prejudice the faculty member's right to consideration for sabbatical leave. Faculty members employed on academic-year appointments may be considered for a second sabbatical leave after 13 years of continuous service; for a third sabbatical after 20 years of continuous service; and for a fourth sabbatical leave after 27 years of continuous service. Faculty members employed on 12-month appointments may be considered for a second or subsequent sabbatical

(limited to four months) after four-and-one-half years of continuous service following return from the last sabbatical leave; or, in the alternative, may be considered for any one of the three types of sabbatical leave listed in OAR 580-021-0230 after the appropriate number of years of continuous service as designated above. Cases involving mixed terms of service, or other irregular conditions, may be adjusted by administrative officers in accordance with the principles set forth in this division.

- B.** Sabbatical leave privileges may be granted to faculty members in positions of responsibility and trust, even though those staff members do not hold academic rank. Recommendations for sabbatical leave for persons not otherwise qualified may be made in exceptional cases at the discretion of individual presidents.
- C.** For purposes of determining eligibility for sabbatical leave, time spent by a faculty member on an authorized military leave from a division/institution shall be considered as institutional service, with the understanding that during the military leave the faculty member is considered to have the same academic rank held at the commencement of the leave.
- D.** Salary received by a faculty member during sabbatical leave will be a percentage (determined by OAR 580-021-0225 or 0230) of the faculty member's annual rate multiplied by the average FTE at which the faculty member was appointed during the eligibility years immediately preceding the sabbatical leave. For purposes of this rule, eligibility years are the years of continuous employment that result in the faculty member's eligibility for sabbatical leave.
- E.** Faculty members who are applying for two- or three-term sabbaticals will be allowed to divide their sabbaticals among two or three consecutive academic years subject to approval by the dean and provost.
- F.** No later than the term after return from the sabbatical leave (final term of a multi-year sabbatical leave), the faculty member shall submit a report of the accomplishments and benefits resulting from the leave, filing copies with the division chair, the dean and the provost (OAR 580-021-0215).

ARTICLE 23: FACULTY DEVELOPMENT

Section 1. Faculty Development Funds. Faculty Development Funds are a co-investment the University and faculty make in the advancement of scholarship, creative activities, instruction and / or career development.

Section 2. Equal Allocation of Funds.

- A.** Beginning in the 2024/2025 academic year, 85% of each academic year's faculty development funds will be allocated equally across all members of the bargaining unit without member application or committee review. (See Appendix M for additional details about the 2024/2025 Full Academic Year.)
- B.** Funds for NTT/Instructional Faculty will be distributed proportional to current contract FTE to members with less than full-time (1.0FTE) appointments.
- C.** Each faculty member's allocated funds will roll over for up to two years. For example, funds received in 2025/2026 may be used in 2025/2026, 2026/2027, or 2027/2028, but would not roll over into 2028/2029.
- D.** Faculty may use their allocated funds as they see fit to advance their scholarship, creative activities, instruction and/or career development, including through the pursuit of professional development opportunities.
- E.** The provost's office will provide an annual report of allocations distributed by faculty FTE which will be available to the campus. WOU administration will provide quarterly reports to individual faculty on their professional development balances. JLMC will have this agenda item at least once a year.
- F.** Errors found by the provost's office at the time of each annual report generated will be resolved with any affected faculty member(s). Errors will be discussed at JLMC.

Section 3. Major Project Awards.

- A.** 15% of each year's faculty development funds will be reserved for major project awards, distributed through a competitive application process, managed by the Faculty Development Committee.

Section 4. Faculty Development Reassignments of Instructional WLU.

- A.** In the 2024/2025 academic year, the University shall offer 23 separate course releases for engagement in scholarship, creative activities, instruction and/or career development. Beginning in the 2025/2026 academic year, the University shall offer 23 separate reassignments of four WLU each academic year for engagement in scholarship, creative activities, instruction and / or career development.
- B.** Faculty will apply to the Faculty Development Committee detailing such activities and

expected progress to arise from the requested reassignment time. Faculty will also provide copies of their applications to their division chair and dean.

- C. A report on the outcome(s) of work performed will be submitted, within three months after the academic year during which the reassignment is received, to the Faculty Development Committee, dean, and provost. No future awards will be given in this category until the report is submitted.
- D. No departments or divisions shall be granted a department- or division-wide reduction in load.
- E. Allocations of Faculty Development Reassignments of Instructional WLU must be awarded by the end of January for the following academic year to ensure that the reassignment can be included in the faculty workload plans for the following year.

Section 5. Faculty Development Committee.

- A. The committee shall consist of faculty representatives from all divisions. Divisions that have twenty members are entitled to two representatives. Ex-officio members of the committee will include the provost or their designees.
- B. Each division will elect at their first Fall Quarter divisional meeting a representative or representatives. Members of the committee will serve three-year terms. One third of the committee will be elected each year.
- C. The Faculty Development Committee chair will be elected by the committee, preferably from those members who, at the start of the period in which they will serve as chair, would be starting the second or third year of a three-year term. Ex-officio members are not eligible for the position of committee chair.
- D. The duties of the committee include:
 - 1. Developing and maintaining processes for review and allocation of Faculty Development Reassignments of Instructional WLU and major project awards.
 - 2. The Faculty Development Committee will collaborate with the Provost's Office to evaluate the overall success of the implementation of this Article to inform future bargaining sessions.
 - 3. The allocation of resources described in Sections 3 and 4 of this Article.

4. Informing the faculty of availability of Faculty Development Reassignments of WLU resources and major project awards, and the process for applying for them in advance of application deadlines.
5. Answering faculty questions about eligibility, application processes, and other matters related to faculty development funds.

Section 6. Funding Level.

- A. There will be two separate funds for Faculty Development:

Type 1: Scholarly and Creative Activities, Instruction, and Career Development
(listed above in Sections 2 (Equal Allocation of Funds) and 3 (Major Project Awards) of this Article)

Type 2: Faculty Development Reassignment of Instructional Workload
(listed above in section 4 of this Article)

- B. The University shall devote a total of \$300,000 of funding for Type 1 faculty development in each academic year.
- C. As described in Section 2.C of this Article, funds received by each faculty member as part of their annual allocation will roll over for up to two years.
- D. Major project funds not allocated for award in the academic year of the contract period in which it is budgeted shall roll over to be allocated for award in the following academic year.
- E. Instructional workload reassignment will be granted according to section 4 of this Article. Reassignments not allocated in the first academic year of the contract period in which they are budgeted shall roll over to be allocated for award in the second academic year. Reassignments awarded in the second academic year to faculty, but not used, shall rollover to the following year. A maximum of five rollover reassignments are authorized for any given year.

Section 7. Approval of Applications.

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

- B. The Faculty Development Committee shall follow the guidelines established in this agreement in deciding which applications for faculty development funding will be approved.

ARTICLE 24: SUMMER SESSION

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

Section 2. Appointments. Appointment to the Summer Session will be made upon the recommendation of the division chair in consultation with the dean. All appointments are at the discretion of the president of the University. The University retains the right of appointment and assignment of load for faculty, and no faculty member employed during the academic year is assured employment in the Summer Session.

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

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

Summer session duties include instructional duties only, as described in Article 7 (Assignment of Duties and Workload), Section 5A. Summer Session appointment notices are conditional on classes meeting a 36-student credit hour minimum.

Section 5. Cancellation of Low Enrollment Summer Session Courses. The identification and cancellation of low enrollment courses will be discussed with affected faculty members and division chairs offering the course. Faculty of low enrollment courses will be asked to voluntarily cancel a course or provide rationale for continuation by a set date or, if applicable, make a written request following the procedures outlined in Article 17 (Salary), Section 6 for the special summer compensation rate. The date will be established through consultation and examination of enrollment patterns of the previous two academic years and Summer Sessions, and current enrollment projections. The cancellation date will be set by the dean in consultation with the division chair. The final decision to cancel or continue a low enrollment course will be made by the dean.

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

Section 7. Summer Session Format and Scheduling. The University retains the right, in consultation with faculty, to organize the format and duration of Summer Session sessions. All faculty will be notified by the division chair about possibilities for flexible scheduling. It is understood that in such cases, the total number of contact hours for each course will remain as originally set.

Section 8. Faculty Compensation for Summer Session. The rate of pay for all 9- month faculty members during Summer Sessions will be 20% of the faculty member's current salary rate. This rate of pay will be based on nine WLU for full-time instruction.

ARTICLE 25: ONLINE TEACHING

Section 1. Definitions. The Parties recognize that advances in technology, as they relate to this Agreement, may allow for the development of technologically innovative methods of instruction. In addition, scholarship and research indicate that online and hybrid instruction have multiple qualities, methods, and approaches that differ from those inherent in traditional face-to-face teaching approaches. In view of these issues, both Parties agree to engage in the development of teaching, support, and evaluation methods that recognize the inherent differences in these modalities.

The term "Online Teaching" as used herein refers to instruction for technology enhanced course sections that are delivered both in-person (face-to-face in a classroom) and via technology. Online Teaching may include courses entirely online (no face-to-face meetings, asynchronous) or a combination of partially online (hybrid, proctored exams, synchronous online meetings or activities). The technology consists of Learning Management Systems (LMS) that are provided by WOU and/or personal websites created by faculty members, as well as live or recorded visual presentations and material using direct signal or cable, transmission by telephone line, fiber optic line, digital and/or analog videotape, audiotape, CDROM, computer or internet technology, email or other electronic means, now known or hereafter developed, utilized to teach any course originating from or sponsored by WOU.

Section 2. Faculty Participation. Faculty participation in online teaching shall be subject to mutual agreement between the University and the faculty member unless otherwise specified in the hiring agreement for the individual faculty member. Faculty hired with the expectation of teaching in online programs, as specified in their initial hiring agreement, will be evaluated according to

teaching responsibilities for online courses. No member of the bargaining unit will arbitrarily have workload reduced, eliminated or consolidated to accommodate electronic technologies. The decision by a faculty member not to participate in online teaching courses will not be used in an evaluative manner.

Section 3. Evaluation. If an administrator or an evaluating faculty member accesses, for the purpose of evaluation, the content of an online course, the faculty member will be given 72-hours prior notice by the administrator or evaluating faculty member.

ARTICLE 26: DONATED LEAVE BANK

A. Purpose.

The purpose of this is to establish a Leave Bank that will provide financial assistance to a Qualified Faculty Member who has exhausted all paid leave time and is facing leave without pay of five days or more due to a Qualifying Reason. The Leave Bank will be established from contributions of sick leave by faculty who are covered by this Agreement and administered by the Human Resources Office with the recommendations of a faculty committee in accordance with the procedures set forth herein.

B. Definitions

1. **“Qualified faculty member.”** A faculty member who is eligible for Union representation and has been employed by the University for 1,039 hours.
2. **“Family Member.”** A spouse, domestic partner, child (biological, adopted, foster, stepchild, or otherwise), parent, parent-in-law, grandparent, grandchild, or domestic partner’s parent or child.
3. **“Qualifying Reasons.”**
 - a. Parental Leave – during the year following the birth of a child or adoption or foster placement of a child under 18, or a child 18 or older if incapable of self-care because of mental or physical disability. Includes leave to effectuate the legal process required for foster placement or adoption (12 weeks).
 - b. Serious Health Condition – Employee’s own Serious Health Condition or to care for family member’s Serious Health Condition. Serious Health Condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing

the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities. (12 weeks) NOTE: Does not include an employee unable to work due to a compensable Workers Compensation injury.

- c. Pregnancy disability – (a form of serious health condition leave) taken by a pregnant or recently pregnant employee for an incapacity related to pregnancy or childbirth, occurring before or after the birth of the child, or for prenatal care. (12 weeks)
- d. Sick child leave taken to care for an employee's child with an illness or injury that requires home care but is not a serious health condition. (12 weeks)
Requires medical certification.
- e. Bereavement leave to cope with the death of a family member. (two weeks within 60 days of notice)
- f. Oregon Military Family Leave is taken by the spouse or same sex domestic partner of a service member who has been called to active duty or notified of an impending call to active duty or is on leave from active duty during a period of military conflict. (14 days per deployment)
- g. Military Family Leave – a) Qualifying exigencies related to covered active duty or call to covered active duty status for the employee or family member (12 weeks); and, b) Care for a covered service member for a serious injury or illness. (26 weeks)

C. Provisions

Eligibility for Membership – A Faculty Member is eligible to apply for membership in the Donated Leave Bank after completing a minimum of six months (1,039 hours) of employment by the University. They must also be eligible for representation by the Union.

1. Application for Membership:

- a. Applications for membership will be accepted 1) during the annual open enrollment period (October 1 - October 31) or 2) in the 14 days immediately following the date an employee passes their initial six months (1,039 hours)
- b. A full eight-hour sick leave donation is required regardless of the date the employee enters the program.

- c. Each member employee must donate a minimum of eight hours of accrued sick leave annually from their accrued leave account. The faculty member must retain a balance of 40 hours of sick leave at the time of donation for donations above the required minimum of 8 accrued hours. One hour of leave bank time equals one hour of benefit time, regardless of the rates of pay of donors and recipients.
- d. Employee must submit an Application for Enrollment form (Appendix D) to the Human Resources Office requesting membership and authorizing the deduction of sick leave.
- e. To keep their membership current, each member must donate the minimum amount of leave time annually. Continued membership is automatic and subsequent annual deductions of accrued leave time will occur during or immediately following the annual enrollment period. To discontinue membership, the employee must forward a written notice to the Human Resources Office during the annual enrollment period, requesting withdrawal from the program. Individuals withdrawing from the program will not be entitled to receive any refund of previously donated time nor will they be eligible for any benefit from this program until and unless they are accepted for membership in a subsequent annual enrollment period.
- f. Only enrolled members may receive benefits.
- g. A minimum participation of 60 faculty members is required to establish and maintain the Donated Leave Bank program. Should enrollment fall below 60 participants, the Leave Bank may be terminated. Prior to termination, the University will meet and consult with the Union to discuss alternatives to termination.
- h. Benefits may not be used to extend the length of an employee's contract or FTE.

2. Request for Benefits:

- a. An employee shall become eligible the day after their application for membership is received. An employee requesting benefits must exhaust all paid leave time before using any leave time from the Leave Bank.
- b. Requests for benefits are to be submitted by the employee on a Request for Benefit form (Appendix E) to the Human Resources Office. If the employee is physically unable to do so, the forms may be submitted on the employee's

behalf. The Human Resources Office will notify the WOUFT president and secretary within 24 hours of receipt.

- c. The following information must be submitted:
 - i) Name and Job Title
 - ii) The number of hours requested from the Leave Bank. Number of hours may not exceed 520 hours in a rolling 12-month period.
 - iii) A physician's certificate stating the nature of the illness or injury and the estimated date of return to duty, or, if the leave request is to care for a family member, a physician's certification regarding the family member's serious health condition. The certification form is available at <https://www.dol.gov/agencies/whd/fmla/forms>
 - iv) Other qualifying reasons listed in Definitions may require specific documentation.
- d. Unless the request is an emergency, it must be submitted a minimum of two weeks prior to the date the employee requests the benefits to begin.

3. Benefits:

- a. Benefits will only be awarded for requests determined by the Director of Human Resources to be in compliance with this policy and for Serious Health Conditions as defined under the Family and Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA) and recommended by the Donated Leave Bank Advisory Committee. Benefits will not be awarded for short-term illnesses e.g., colds, flu, viruses or worker's compensation.
- b. Following approval of the request, benefits will begin when all paid leave accruals and short-term disability (if applicable) have been exhausted. This includes sick leave, vacation (if applicable), holiday time, and administrative leave (if applicable).
- c. An employee requesting benefits for their own illness or injury shall be entitled to a maximum of 520 hours or the number of hours necessary to satisfy their waiting period for Long Term Disability benefits (if applicable), whichever is less.
 - i) In the case of an employee requesting benefits for the care of an immediate family member, benefits shall not exceed 520 hours or the time necessary

to give the employee 12 weeks' leave, whichever is less.

- ii) In no case will hours be granted from this Leave Bank which will provide paid leave time beyond 12 weeks within a "rolling" 12- month period.
 - iii) Benefits may be awarded for a maximum of 520 hours within a "rolling" 12- month period.
- d. The recommendation to approve or deny a request by the Donated Leave Bank Advisory Committee and the determination of compliance by the Director of Human Resources for benefits is final. Upon request, the Director will meet with the employee and/or their designated representative to discuss the committee's recommendation and their determination of compliance to deny benefits under the policy.
- i) The recipient employee is responsible for all tax liabilities that occur as a result of receiving this benefit.
- e. Upon approval of a request for benefits, the Human Resources Office will credit the recipient employee's sick leave accrual account the number of hours approved.
- i) Should an employee recover and return to duty prior to exhausting all Donated Leave Bank hours credited, the unused hours shall be returned to the Donated Leave Bank.
 - ii) Employees utilizing benefits from this Donated Leave Bank shall cease accrual of sick leave benefits. Upon return to full duty, the employee will be credited with the amount of applicable sick leave, which they should have earned during the period they were receiving benefit from the Bank.
- f. At the end of each month in which an employee utilizes benefits from this Donated Leave Bank that employee shall report to the Human Resources Office the total number of benefit hours used within that month. The form for reporting this information shall be designated by the Human Resources Office.

4. Human Resources Office Responsibility

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

- b. The Human Resources Office will maintain the Leave Bank balance in total hours. The balance will be equal to the number of hours donated, minus the total hours used.
- c. The Human Resources Office shall upon request, either meet with the Union or provide written reports indicating the number of hours in the bank, the number of active participants, and bank benefits utilization to date by year. Should the donated leave bank balance fall below 1040 hours, the Human Resources Office shall immediately notify the Union and solicit donations from eligible members.

D. Donated Leave Bank Advisory Committee

The Donated Leave Bank Advisory Committee is the WOUFT Executive Council. The Director of Human Resources will be ex-officio. The Committee will review all requests for use and make recommendations regarding each request.

E. Leave Bank Refund

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

F. Leave Bank Termination

Like all other articles of this Collective Bargaining Agreement, the Donated Leave Bank is subject to negotiation in Collective Bargaining, and shall not be terminated for the duration of this agreement.

ARTICLE 27: HEALTHY WORKPLACE

Section 1. Western Oregon University is committed to having a positive learning and working environment for its students, faculty and staff. All individuals have the right to enjoy an environment free from all forms of conduct that can be considered harassing, threatening or intimidating. In addition, academic freedom can exist only when every person is free to pursue ideas in a non-threatening atmosphere of mutual respect. WOU is committed to protecting the academic freedom and freedom of expression of all members of the school community and this section on healthy workplace environments will be applied in a manner that protects those freedoms. Bullying and/or abusive conduct is reprehensible and threatening to the careers, educational experience, and wellbeing of all members of our community and will not be tolerated. This Article is in addition to the Western Oregon University Sexual Harassment and Discriminatory Harassment policies.

Section 2. Bullying and/or abusive conduct is behavior that creates an intimidating environment and is likely to interfere with an individual's work or education. Such conduct can be verbal, visual, physical or communicated in writing or electronically. Such conduct is typically directed against a particular individual or group. It includes, but is not limited to, situations in which one person has authority over another. In such situations, abusive conduct is particularly serious because it may unfairly exploit the power inherent in a supervisor's position.

A. Examples of conduct that may be considered bullying/abusive include but are not limited to:

1. threatening or intimidating behavior or words (written or oral);
2. obscenities/profanities (verbal or gestures) directed at a person;
3. threatening or obscene gestures, jokes, or cartoons;
4. degrading a person or a group on the basis of a personal or cultural characteristic;
5. taunting, jeering, mocking, or humiliating another person through acts or words;
6. screaming and/or yelling at others;
7. insulting someone, especially in the presence of others; and
8. endangering the safety of an individual or individuals.

Section 3. In considering a complaint under this policy, the following understandings shall apply:

- A.** Abusive conduct must be distinguished from behavior which, even though unpleasant or disconcerting, is appropriate to the carrying out of certain instructional, advisory, or supervisory responsibilities.
- B.** Instructional responsibilities require appropriate latitude for pedagogical decisions concerning the topics discussed and methods used to draw students into discussion and full participation.
- C.** The fact that someone did not intend to be abusive is generally not considered a sufficient defense to a complaint, although the reasonableness of the accuser's perceptions may be considered. In most cases, it is the characteristics and the effect of the behavior on the complainant and whether a reasonable person would find the conduct abusive that determines whether the behavior was abusive.

Section 4. Western Oregon University can respond to specific instances and allegations of bullying or abusive conduct only if it is aware of them and therefore encourages anyone who believes that they have experienced bullying or abusive conduct to come forward promptly with inquiries, reports, or complaints and to seek assistance. Once a complaint is received, it is the responsibility of the dean, division chair, or similar administrator to respond to the allegations and reports of abusive conduct and take corrective action, as outlined in Article 12 (Responsibilities of the Members & Disciplinary Procedures), Sections 3-6 as appropriate, or to work with WOU Human Resources to develop such a response and corrective action. All complaints and their resolution must be reported to WOU Human Resources.

ARTICLE 28: 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 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 29: 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 30: NEGOTIATION OF SUCCESSOR AGREEMENT

Renegotiation of Article 17 (Salary) for 2026-27 is subject to the terms of Appendix J. For the purpose of negotiating a full successor agreement, either party may give written notice during the period of October 15-November 15, 2026 of its desire to negotiate a full successor Agreement specifying those

new subjects or sections of this Agreement it proposes to negotiate. Such negotiations shall commence with an exchange of written proposals by the parties no later than the first week in February 2027. 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 31: DURATION OF AGREEMENT

This Agreement shall take effect on July 1, 2024 and shall remain in effect until June 30, 2027.

Executed this _____.

Signed Article 31 page on file in WOU Office of Human Resources.

FOR WESTERN OREGON UNIVERSITY:

_____ Jesse Peters, President	_____ Jose Coll, Provost
_____ Venu Nair, University General Counsel, VP & General Counsel	_____ Amy Clark, Registrar
_____ Chelle Batchelor, Dean of Library & Academic Innovation	_____ Judith Sylva, Associate Provost for Academic Effectiveness
_____ Kristin Latham-Scott, Dean of the College of Liberal Arts and Sciences	_____ Jamie Smith, Associate Director of Human Resources
_____ Desiree Noah, Executive Director of Human Resources	

FOR THE WESTERN OREGON UNIVERSITY FEDERATION OF TEACHERS:

_____ Earlene Camarillo, WOUFT Bargaining Chair	_____ Melanie Landon-Hays, WOUFT President	_____ Ben Coté, Secretary
_____ Rebecca McCannell, VP for Membership and Organizing	_____ Stewart Baker, VP for Communications	_____ Scott Beaver, Treasurer
_____ Chehalis Strapp	_____ Ken Kirby	_____ Chloë Hughes
_____ Bryan Dutton	_____ Elisa Maroney	_____ Kisa Clark, AFT-Oregon

APPENDIX A: Authorization for Dues Deduction from Salary Form

WESTERN OREGON UNIVERSITY
FEDERATION OF TEACHERS

AFT LOCAL 2278

AUTHORIZATION FOR DUES DEDUCTION FROM SALARY FORM

V Number

Last Name (Please Print)

First Name

Middle Name

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

Date Signed

Signature

Division

APPENDIX B: Grievance Form

WESTERN OREGON UNIVERSITY

GRIEVANCE FORM

Grievant's Name: _____

Division: _____

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

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

ARTICLE: _ **Section:** _ **ARTICLE:**
Section: _ **ARTICLE:** __ **Section:**

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

Remedy sought:

I will be represented in this grievance by (check one): Myself _____ AFT-Oregon, Local 2278 _____

Grievant's Signature

Date

APPENDIX C: Notice of Intent to Arbitrate Form

WESTERN OREGON UNIVERSITY

NOTICE OF INTENT TO ARBITRATE FORM

The American Federation of Teachers, Western Oregon University, Local 2278 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 _____

American Federation of Teachers, Western Oregon University, Local 2278

I hereby authorize the American Federation of Teachers, Western Oregon University, Local 2278 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 president, or judicial review as a contested case under the Administrative Procedures Act (ORS Chapter 183). I hereby authorize the Union 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: Donated Leave Bank Enrollment Form

WESTERN OREGON UNIVERSITY ARTICLE 26

DONATED LEAVE BANK

APPLICATION FOR ENROLLMENT FORM

Employee Name: _____ Date of Request: _____

Division and/or Department: _____ Position: _____

Hire Date: _____ Phone Number: _____

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

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

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

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

Date Signed

Employee Signature

APPENDIX E: Donated Leave Bank Request for Benefit Form

WESTERN OREGON UNIVERSITY ARTICLE 26 DONATED LEAVE BANK

REQUEST FOR BENEFIT FORM

Employee Name: _____ Date of Request: _____

Division and/or Department: _____ Position: _____

Email: _____ Phone Number: _____

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

_____ Parental Leave – Taken during the year following the birth of a child or adoption or foster placement of a child under 18, or a child 18 or older if incapable of self-care because of mental or physical disability. Includes leave to effectuate the legal process required for foster placement or adoption (Up to 12 weeks).

_____ Serious Health Condition – Employee’s own serious health condition or to care for family members serious health condition. Serious Health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents the qualified family member from participating in school or other daily activities. (Up to 12 weeks) NOTE: Does not include an employee unable to work due to a compensable Workers Compensation injury.

_____ Pregnancy disability leave– (a form of serious health condition leave) taken by a pregnant or recently pregnant employee for an incapacity related to pregnancy or childbirth, occurring before or after the birth of the child, or for prenatal care. (Up to 12 weeks)

_____ Sick child leave - taken to care for an employee’s child with an illness or injury that requires home care but is not a serious health condition. (Up to 12 weeks) Requires medical certification.

_____ Bereavement leave - to deal with the death of a family member. (Up to 2 weeks within 60 days of notice per occurrence)

_____ Oregon Military Family Leave - taken by the spouse or same gender domestic partner of a service member who has been called to active duty or notified of an impending call to active duty or is on leave from active duty during a period of military conflict. (14 days per deployment)

_____ Military Family Leave – a) Qualifying exigencies related to covered active duty or call to covered active duty status for the employee or family member (12 weeks); and, b) Care for a covered service member for a serious injury or illness. (26 weeks)

Please include any needed documentation to support the request.

Date Signed

Employee Signature

**APPENDIX F: Summary Recommendations for Faculty Continuation on Tenure Track,
Award of Tenure, or Award of Promotion**
WESTERN OREGON UNIVERSITY

**SUMMARY RECOMMENDATIONS FOR FACULTY CONTINUATION ON TENURE
TRACK, AWARD OF TENURE, OR AWARD OF PROMOTION**

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

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

Faculty member being evaluated: _____

Year of initial appointment at WOU: _____ Years in rank at WOU: _____

Recommendation of the Division Personnel Review Committee (DPRC):

	Instruction/Librarianship	Scholarship	Service
Does Not Meet Expectations	_____	_____	_____
Meets Expectations	_____	_____	_____
Exceeds Expectations	_____	_____	_____

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

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

_____ The candidate should be reappointed for the following year.

_____ The candidate should be granted tenure.

_____ The candidate should be promoted to Associate Professor.

_____ The candidate should be promoted to Full Professor.

Each DPRC Member signs, prints their name and dates:

_____ DPRC Chair _____

Recommendation of the dean:

	Instruction/Librarianship	Scholarship	Service
Does Not Meet Expectations	_____	_____	_____
Meets Expectations	_____	_____	_____
Exceeds Expectations	_____	_____	_____

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

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

_____ The candidate should be reappointed for the following year.

_____ The candidate should be granted tenure.

_____ The candidate should be promoted to Associate Professor.

_____ The candidate should be promoted to Full Professor.

Signature of Dean: _____ Date: _____

Signature of Candidate: _____ Date: _____

(I have received a copy of these summary recommendations.)

FOR USE IN TENURE OR PROMOTION ONLY

Decision of the Provost:

	Instruction/Librarianship	Scholarship	Service
Does Not Meet Expectations	_____	_____	_____
Meets Expectations	_____	_____	_____
Exceeds Expectations	_____	_____	_____

_____ The candidate should not be granted tenure.

_____ The candidate should not be promoted to Associate Professor.

_____ The candidate should be granted tenure.

_____ The candidate should be promoted to Associate Professor.

_____ The candidate should not be promoted to Full Professor.

_____ The candidate should be promoted to Full Professor.

Signature of Provost: _____ Date: _____

APPENDIX G: Division Personnel Review Committee, File Review Guidelines

WESTERN OREGON UNIVERSITY

PERSONNEL REVIEW COMMITTEE FILE REVIEW GUIDELINES

Candidates for continuation, tenure, and/or promotion are expected to demonstrate proficiency in each of the following areas: Instruction, Scholarship, and Service. The language reprinted below is from Article 9 (Evaluation, Tenure and Promotion for Tenure-Track and Tenured Faculty), Section 2 of the Collective Bargaining Agreement.

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

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

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

Candidate Name: _____

Date of Review: _____

Reviewed by: _____

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

Reviewer's Notes:

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

<p>INSTRUCTION/LIBRARIANSHIP</p> <p>For Teaching faculty:</p> <ul style="list-style-type: none"> ● Teaching Philosophy ● List of classes taught by term during promotion period. ● Syllabi from a range of years for the same courses (including content, organization and methods of evaluation) to demonstrate evolution of approach. ● Exams and other assessment methods ● Original instructional materials ● Major assignments for each class ● Reflections on mentoring and oversight of student scholarship or service learning ● Evidence of teaching effectiveness ● Comparative data from the mutually agreed upon student course evaluation instrument (SCEI), provided by the University. Peer and supervisor evaluation and observation reports ● Professional development related to instruction ● Contributions to course/program design, development, or advancement ● Academic Advising ● Additional evidence of instructional success 	<p>For Library faculty:</p> <ul style="list-style-type: none"> ● Peer and supervisor evaluations in core areas of librarianship. ● Examination of programmatic documents and contributions to library products and services, ● Instructional materials, ● Data from student or faculty ratings of performance in core areas of librarianship, ● Reflections on evidence of impact of librarianship on student learning and academic success, ● Evidence of professional renewal and updating of skills and knowledge, ● Personal philosophy of librarianship, ● Examples of innovations and refinements in provision of library services and products over time.
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OVERALL EVALUATION OF INSTRUCTION	Does Not Meet Expectation	Meets Expectation	Exceeds Expectation
--	---------------------------	-------------------	---------------------

Reviewer's Notes:

SCHOLARSHIP Scholarly and creative activities that involve clear goals, preparation, appropriate methods, results, and presentation on the part of the faculty and may be evidenced in one or more of the following types of scholarship adapted from Boyer (1990) ¹	COMMENTS
Scholarship of Discovery <ul style="list-style-type: none"> ● Refereed publications (including scholarly reviews, essays, articles, monographs, chapters or books), funded research, performances, and exhibitions ● Conference presentations or adjudication at state, regional, national or international meetings ● Discipline-appropriate innovation (e.g., patents, methods, procedures, or other recognized contribution) ● Recognition as a scholar in an identified area ● External evaluation of scholarly or creative work 	
Scholarship of Integration <ul style="list-style-type: none"> ● Interpretation of original research ● Authorship or co-authorship of integrative scholarship ● Interdisciplinary grant awards or presentations ● Scholarship designed to influence organizations or governments ● Scholarship at boundaries where fields converge ● Education of non-specialists 	

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

<ul style="list-style-type: none"> ● Scholarly contribution in new contexts (extra- disciplinary efforts) 	
--	--

<p>Scholarship of Application</p> <ul style="list-style-type: none"> ● Application of one’s academic expertise to problems affecting individuals, institutions, or society ● Peer-reviewed publications of research, case studies, or technical applications Grant awards in support of practice; state, regional, national, or international recognition as a master practitioner ● Professional certifications, degrees, and other specialty credentials 	
--	--

<p>Scholarship of Teaching and Learning</p> <ul style="list-style-type: none"> ● Peer-reviewed publications of research related to teaching methodology or learning outcomes ● Case studies related to teaching-learning ● Learning theory development ● Development or testing of educational models or theories; pedagogical changes based on scholarship ● Accreditation or other comprehensive program reports ● Successful applications of technology to teaching and learning ● State, regional, national, or international recognition as a master teacher ● Published textbooks or other learning aids ● Grant awards in support of teaching and learning ● Outcome studies or evaluation/assessment programs <p style="padding-left: 40px;">Presentations related to teaching and learning.</p>			
<p>OVERALL IMPRESSIONS REGARDING SCHOLARSHIP</p>	<p>Does Not Meet Expectation</p>	<p>Meets Expectations</p>	<p>Exceeds Expectations</p>

Reviewer's Notes:

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

Reviewer's notes:

APPENDIX H: Gradual Retirement Program

WESTERN OREGON UNIVERSITY

GRADUAL RETIREMENT PROGRAM

The Gradual Retirement Program provides an opportunity for a tenured faculty member to voluntarily relinquish their indefinite tenure in exchange for up to 1039* hours of employment in each of the following three calendar years. The purpose of this program is to assist the University in responding to changing personnel needs, availability of resources, student demand, changing curricular offerings, or similar academic or fiscally based reasons. The program may also have advantages for a faculty member moving to retirement, but wanting to do this in a phased way.

*A faculty member's retirement plan may have different 'work after retirement' restrictions (see Other Considerations below).

Eligibility

Any faculty member with indefinite tenure is eligible to apply. Approval of a faculty member's Gradual Retirement Program application is at the discretion of the faculty member's dean, and must be approved by the provost before becoming effective.

Tenure Relinquishment

A faculty member may voluntarily decide to participate in the Program by completing, and submitting, a Gradual Retirement Program Application and Agreement form. The form should indicate the following: effective date of their relinquishment of indefinite tenure and resignation or retirement from their tenured appointment; and how many years of additional employment they are requesting, not to exceed 1039 work hours per calendar year nor exceed three calendar years from date of resignation or retirement. Tenure relinquishment is permanent.

Appointment Basis

Faculty who participate in the Gradual Retirement Program are appointed to an NTT/Instructional academic wage appointment for the agreed upon duration of their continued employment. The academic wage appointment basis (nine months) shall be consistent with the appointment basis held prior to the faculty member's resignation or retirement. A faculty member's academic wage appointment basis may vary from the appointment basis held prior to resignation or retirement if agreed to by all parties (e.g., 12 months to 9 months). If the appointment basis is changed, the salary for the academic wage appointment is to be converted using the appropriate formula and leave (sick) will be accrued based on the new appointment basis (no exceptions).

The start date(s) for the continued annual employment period(s) should be based upon departmental needs. However, nine-month faculty members relinquishing tenure at the end of the academic year (June 15) are placed on a nine-month academic wage appointment effective the beginning of Fall Term (September 16) with benefits provided over the summer through the "tripling" process completed in May for nine-month employees. The start date of the academic wage appointment for nine-month faculty members relinquishing tenure at the end of Fall Term (December 15) or Spring Term (March 15)

will be the first of the following month. Twelve-month faculty members relinquishing tenure generally do so at the end of a month so as to be eligible for full benefits the following month.

Duration

Under the Gradual Retirement Program, a faculty member may be appointed to continued employment following the faculty member's resignation or retirement for a period of one, two, or three calendar years. The dean may provide a one-year appointment with an option to renew annually or a two- or three-year continuous appointment, subject to the terms and conditions of the Program. At the completion of the employment covered by the agreement, the faculty member may request continued employment as an NTT/Instructional faculty member, subject to the CBA language governing employment of NTT/Instructional faculty, including annual salary rate.

Annual Salary Rate

The faculty member will be appointed to a nine-month academic wage appointment at their annual salary rate* at the time of tenure relinquishment. This rate will remain in effect for the duration of the agreement unless (1) the faculty member is granted a salary increase or (2) the University reduces the faculty member's salary rate due to fiscal requirements or constraints outlined in the CBA. The faculty member will be eligible for salary increases as provided by the CBA for academic wage appointment faculty.

*A faculty member's annual salary rate will be converted per the CBA, if the academic wage appointment basis is different from the appointment basis held prior to resignation or retirement (no exceptions).

Other Considerations

Assignment of duties to a faculty member at the inception of and during their participation in the Program will be at the discretion of the dean and described in an addendum to the agreement, which may be modified as needed. The addendum must be signed by dean and the faculty member prior to submitting the application for final approval by the provost.

Appointments are subject to the applicable CBA and University rules and policies.

Continuation of the faculty member's participation in the Gradual Retirement Program during the term of the Program Agreement is contingent upon fully satisfactory service as determined by their department, division and college administration.

Payroll - Deferred Pay: A faculty member on a 9-month academic wage appointment is not eligible to defer their pay over 12 months.

Health Insurance: The faculty member will receive University-provided health insurance contributions if eligible based on employment FTE, PEBB eligibility requirements, and as required under the Affordable Care Act (ACA).

Retirement Contributions: The faculty member may or may not have retirement contributions made on their behalf by the University during the period of their employment under the Gradual Retirement Program.

Eligibility for contributions depends on the employee's individual retirement plan provisions and the employee's receipt of retirement benefit payments.

Work After Retirement Restrictions: The faculty member is responsible for personally knowing and adhering to the terms of their retirement plan, including without limitation those that may apply to the faculty member's acceptance of a post-retirement position with Western Oregon University.

Vacation and Sick Leave Accrual

A faculty member returning in a post-retirement position, will begin the position with zero leave accruals (sick and/or vacation). The faculty member will accrue as follows:

Nine-month salaried academic wage appointment employee, regardless of prior appointment status or eligibility, who is appointed at or above 0.50 FTE for a period of 90 days or longer, receives sick leave accrual proportional to the employee's appointment percentage, at the rates provided for a regular unclassified employee.

Nine-month salaried academic wage appointment employees who are appointed **at less than .50 FTE** will accrue sick leave proportional to the employee's appointment percentage.

University policies and guidelines for leave administration and usage are applicable to Gradual Retirement Program participants. Leave (sick, vacation) accruals and usage are subject to University policies and procedures.

Gradual Retirement Program Application and Agreement Procedures

Faculty Member:

1. Review and become familiar with the program as outlined by the CBA
2. Visit with the Employee Benefits manager in the Office of Human Resources if you have questions about your retirement options.
3. Discuss options for continued employment with your division chair, who will formulate a recommendation about the timing of resignation or retirement, length of possible academic wage appointment, duties to be performed and initial work schedule.
4. Obtain and complete the Application and Agreement form. Submit completed Application and Agreement form and letter of resignation or retirement to your dean.
5. Your division chair and/or dean will provide you with a tentative schedule for the academic wage appointment. If you have questions or concerns, discuss them before you sign and return the Application and Agreement form to your division chair. Note: the review and approval process for your application cannot be completed without an addendum signed by both parties.

Division Chair:

1. Review and become familiar with the program policies.
2. Discuss availability of continued employment with the faculty member. If the dean has determined that continued employment can be made available to them, be prepared to provide information to the faculty member about the length of the appointment (up to 1039 hours for one, two or three years), classes to be taught, other duties to be performed, and

- the faculty member's initial work schedule.
3. Review the Application and Agreement form submitted by the faculty member. Indicate the recommended number of years of employment on the form.
 4. Ensure that the faculty member's letter of resignation or retirement is attached to the form.
 5. Complete an addendum recommending the faculty member's new work assignments; review the addendum with the faculty member, and obtain their signature on the addendum. Sign it. Provide a copy to the faculty member.
 6. Forward Application and Agreement Form, resignation/retirement letter, and addendum to your dean for review and provost for approval.

Dean

1. Review Application and Agreement form, Addendum outlining the work schedule and approve as appropriate.
2. Forward the Application and Agreement form, signed Addendum, and resignation/retirement letter to the Office of Human Resources (OHR).

Office of Human Resources and the Provost

1. OHR will verify eligibility and other pertinent information prior to forwarding materials to the provost for review and approval.
2. The provost will review and approve, or request further information prior to approval. The provost will contact the dean and OHR regarding the outcome of their review.
3. The Office of Human Resources will provide instructions for completion of the necessary transactions to move the faculty member's employment from a tenured appointment to an academic wage appointment and ensure that all completed forms are included in the official personnel record and file.

Gradual Retirement Application and Agreement

Name _____ University ID _____
Department _____
Rank _____
College/Division _____ Effective Date _____

If granted approval to participate in the Gradual Retirement Program, I hereby acknowledge and voluntarily agree to the following:

I relinquish my indefinite tenure effective _____. I have attached a letter of retirement/resignation from my tenured appointment and relinquishing tenure effective this same date.

I understand that in consideration of relinquishment of my tenure and appointment, I will receive an academic wage appointment for continued employment of up to 1039 hours in a calendar year for no more than three years following termination of my tenured faculty appointment. I request employment for calendar years 20____, 20____ and 20____ (applicant may indicate one, two, or three consecutive years).

I understand that my work schedule and assignments are at the discretion of my division chair and dean, and may be different from my schedule and assignments in my tenured position. Further, my work assignments will be reviewed periodically and may be adjusted based upon division/college needs and considerations.

I understand that my appointment will be at my annual salary rate in effect on the date of my tenure relinquishment. I understand that I will be eligible for salary increases per the CBA during the period of this appointment. I understand that the University may reduce the salary rate of this appointment during the duration of the appointment in accord with the CBA.

I understand that I will receive University provided health insurance contributions if I am eligible based on my employment FTE and PEBB eligibility requirements. I will also receive sick leave accruals if eligible under University rules and policies.

I acknowledge that I am personally responsible for knowing and adhering to the terms of my retirement plan, including without limitation those that may apply to a post-retirement position with Western Oregon University.

I understand that continuation of my participation in the Gradual Retirement Program during the term of the Program Agreement is contingent upon fully satisfactory service as determined by my division and college administration.

I understand that this appointment is subject to the provisions of the CBA and WOU policies and standards, which are incorporated by reference herein. When signed by all parties listed below, this document becomes an employment contract.

Signature of Faculty Member

Date

For Division/College Use Only: (Note: include below the total approved period of employment period for one, two or three years.) Approved Appointment Begin Date: _____ and End Date: _____

Current Annual Salary Rate: \$ _____

OHR Review By: _____

Date: _____

APPROVED BY:

Dean

Date

Provost

Date

(Workload plan worksheet is available.)

APPENDIX I: Honors Senior Project/Thesis Credit Banking

WESTERN OREGON UNIVERSITY

HONORS SENIOR PROJECT/THESIS CREDIT BANKING

This Appendix sunsets once all such banked credits have been used, paid out, or converted to WLU at the rate of 1 credit = 1 WLU.

Beginning with the 2014-15 full academic year and, per the 2024-25 workload transition plan, ending with the 2024-25 full academic year, the VPAA/Provost's Office authorized a unique credit banking program for directing a WOU Honors Senior Project/Thesis. This form explains that agreement and also documents specific credit banking arrangements.

General Principles

- Directing an Honors Senior Project/Thesis to completion accrues 1 full academic credit of reassignment. (In three-credit departments, for example, one must advise three Honors projects/theses to earn a course release.)
- Reduced credit banking arrangements do exist for departments that require cumulative theses/projects. For instance:
 - When an Honors student enrolls in thesis courses (e.g., PSY 467 & 468 or HST 420 & 499) within a department's curriculum, then that student's advisor receives half the thesis banking rate, or one-half a full academic credit.
 - If an Honors student does not take such courses (e.g., when minoring in PSY), then the full one-credit thesis banking accrual rate will apply.
 - If an Honors student completes an entirely separate project in Honors vs. the one in the department, then the full rate will apply.
- No double-dipping is allowed. Specifically:
 - Advisors can accrue bankable credits either in Honors or in their departments/divisions -- not both.
 - Therefore, advisors and advisees can still propose independent study courses on the Honors thesis topic, but these courses will NOT be bankable.
- Because Honors thesis/project credits cannot be combined with other banking arrangements, Honors credits will expire after ten years.
- Contingencies involving multiple advisors, collaborative research teams, sabbaticals etc. are handled by a form available from the Director of the Honors Program.
- Faculty advisors can earn a maximum of one course release within a two-year period.
- In the unusual instance when an advisor's contribution to an Honors thesis might be minimal or contested, the Honors Director, in consultation with the Faculty Senate Honors Committee, is authorized to reconsider the number of credits awarded.
- The Honors Director, in consultation with the Faculty Senate Honors Committee, will maintain the only authoritative listing of Honors thesis credit banking. This information will be shared with university deans and division chairs every fall.
- Policies and procedures related to Honors credit reassignment will be assessed and, when necessary, revised by the Faculty Senate Honors Committee every spring.

Contact the Director of the Honors Program for the appropriate paperwork and/or additional information.

APPENDIX J: Reopener Side Letter of Agreement

WESTERN OREGON UNIVERSITY

**REOPENER SIDE LETTER OF
AGREEMENT October 31, 2024
to the Collective Bargaining Agreement between
Western Oregon University and
the Western Oregon University Federation of
Teachers, Local 2278, AFT-Oregon, AFL-CIO
Dated October 31, 2024 through June 30, 2027**

Western Oregon University and the Western Oregon University Federation of Teachers (“Party” individually or “Parties” collectively), Local 2278, AFT-Oregon, AFL-CIO hereby mutually agree to reopen to negotiation Article 17: Salary, under the following conditions:

- 1) At no time earlier than December 1, 2025 and no later than March 1, 2026, the parties will mutually agree to a date to commence negotiation on Article 17: Salary;
- 2) Reopened negotiations on Article 17 will address contract years 2026-2027 only.

The Parties agree that no other portions of the collective bargaining agreement will be negotiated other than the Article identified above.

WOUFT:

WOU:

Melanie Landon-Hays, WOUFT President

Jesse Peters, President

Earlene Camarillo, Bargaining Team Chair

Judy Sylva, Bargaining Team Chair

Dated: _____

Appendix K. Workload Examples

This Appendix provides examples and guidance in support of Article 7 (Assignment of Duties and Workload). The examples in the lists below are for the purpose of identifying activities that could be included in workload plans.

Lists in this section are only meant to give representative examples of WLU-eligible activities, and not be exhaustive, comprehensive, nor prescriptive. Faculty may be engaged in other types of WLU-eligible activities which are not included in these lists.

In some cases, activities that are listed in one category of workload may be used for promotion and tenure files in a different category (e.g., you receive “instructional” workload for your participation on a program review committee and decide to use that as “service” in your promotion and tenure files).

Instructional

(a) **Instruction:** Instructional duties include all duties consistent with the definition of instruction in Article 2 (Definitions) and may include but are not limited to:

- regular courses (see the list of Course Types in Article 7 (Assignment of Duties and Workload), Section 9.A.1),
- individually designed courses including student teaching, internships, supervision of theses, research and creative projects, etc. (see the table in Article 7, Section 9.A.2)
- development of special seminars,
- preparation of instructional materials including preparation of a new course or substantial revision of an older course;
- assessment of student work in the faculty member’s courses,
- assessment and development of curriculum;
- office hours,
- academic advising of students (see Article 7, Section 9.A.5),
- non-credit educational programs on-campus or elsewhere;
- serving as a second reader for a graduate exam;
- oversight of teaching equipment & facilities; and
- other activities benefiting students’ academic development.

(b) **Librarianship.** Librarianship duties include all duties consistent with the definition of librarianship in Article 2 (Definitions) and may include but are not limited to:

- reference and instructional services;
- collection development and curation, including budget management;
- bibliographic organization;
- providing access to and control of collections;
- informing faculty and students about research and scholarly communication practices;
- working with faculty and students to support development of information literacy;

- advocating for open scholarship (open access, open educational resources);
- serving on position-related committees and working groups;
- information system design and implementation;
- library program management, including archives;
- oversight of library equipment & facilities;
- other activities relating to library services and programs.

Non-Instructional

(a) **Service.** Service duties include all duties consistent with the definition of service in Article 2 (Definitions) and the further categorizations of service in Article 7 (Assignment of Duties and Workload), Section 5.B.1, and may include but are not limited to:

- serving on University, division, program or department committees and/or professional learning communities (PLCs)
- serving on search committees or other ad hoc groups
- participating in or coordinating professional conferences or conference sessions as a volunteer, chair, facilitator, or discussant
- serving on local, regional, national or international committees for professional organizations in or adjacent to your field
- assessment and development of curriculum
- oversight of teaching equipment & facilities; and
- volunteering on a professional or community board, task force, or other group
- serving as a reviewer for professional or academic journals
- moderating a session or serving as an adjudicator or judge or in another official capacity at a professional conference
- serving for WOU Federation of Teachers (WOUFT)
- serving on statewide committees (e.g., HECC, Open Oregon)

(b) **Scholarship.**

Scholarship duties include all duties consistent with the definition of scholarship in Article 2 (Definitions) and may include but are not limited to the following:

- Publication of an article, book, chapter, edited collection, report, composition, short story, poem, script, or exhibition, in a refereed academic or pedagogical journal, arXiv, or other scholarly location
- Writing/publishing/editing textbooks and open educational resources (OER)
- Presentation of a talk, poster, conference session, interview, podcast, reading, or adjudication
- Engagement in creative endeavors including activities often associated with the performing and applied arts such as shows, performances, exhibits, galleries, displays, etc.

- Attendance at a professional conference
- Participation in professional meetings, workshops, or similar events, with a professional audience and related to research or instruction/librarianship, including related/justified travel.
- Participation in professional development/enhancement opportunities, including online opportunities, focused on improving the faculty member's professional expertise in an area directly related to their instruction/librarianship or research, including related/justified travel.
- Engagement in project grants for research/creative activities
- Translations

Appendix L Instructional Faculty Transition Plan

This appendix will sunset at the end of the 2026-27 academic year.

The parties agree that the creation of the new rank and classification system should be done carefully and deliberately. To this end, the parties agree to the following Instructional Faculty Transition Plan.

Section 1. Conditional and Unconditional Appointments.

A. Conditional appointments are contingent upon factors such as budget, program needs, enrollment, and any other factors listed in the appointment letter.

B. Unconditional appointments are not contingent upon factors such as budget, program needs, or enrollment. Once appointed, these faculty have a right to a full time work assignment for the duration of the appointment regardless of budget or enrollment; their assignment may include instruction and other responsibilities.

Section 2. All NTT faculty hired for the 2024-25 academic year who were employed in the past year as NTT faculty at WOU at 0.85 FTE or above based on the 2023-24 average for the regular academic year, will be offered an unconditional one-year appointment at 1.0 FTE for the 2024-25 academic year. They may be offered a second conditional one-year appointment for the 2025-26 academic year, depending on the amount of time it takes to implement the agreed upon timeline for the transition.

Section 3. All NTT faculty hired for the 24-25 academic year who were employed in the past year as NTT faculty at WOU at or above .50 FTE and below 0.85 FTE will be offered a conditional one-year appointment at a minimum of .50 FTE for the 2024-25 academic year. They may be offered a second conditional one-year appointment for the 2025-26 academic year, depending on the amount of time it takes to implement the transition plan.

Section 4. Beginning in the 2024-25 academic year, division chairs will work with faculty and deans to create position descriptions for new Instructional Faculty positions. These positions will become available for an expedited internal (WOU-only) recruitment process that will be developed through consultation between division chairs, deans and HR. Positions will be posted internally, and all current WOU faculty will be eligible for the vacant positions. Hiring will follow an agreed upon hiring process.

Section 5. If an NTT faculty member meets all of the following conditions:

- They were originally hired through an external search*;
- Their application materials are still on file*;
- The position description remains unchanged and applicable;
- They are performing according to the expectations outlined in the position description;

And, if the number of currently employed WOU NTT faculty members who meet all four criteria is equal to or fewer than the number of available positions, then the faculty member will be directly appointed as Instructional Faculty at a rank commensurate with their experience and demonstrated performance in the role. This appointment is contingent upon the availability of 1.0 FTE Instructional Faculty positions and the fact that no other NTT faculty members who satisfy the criteria outnumber the available positions.

*Faculty and administration share the responsibility of identifying appropriate evidence that a search was conducted.

Deans will be responsible for reporting the following to the division and college faculty and the WOUFT president as the Transition Plan progresses.

- All position descriptions for direct appointments and for positions subject to internal searches,
- the number of members eligible for each position,
- the faculty who were directly appointed, and
- if there are more members eligible than positions, the existence of an internal search.

Section 6. Bargaining unit members who believe bargaining unit members are not being fairly considered for a direct appointment are able to grieve following the grievance process described in Article 14 (Grievances).

Table A. Timeline for Transition to Instructional Faculty.

Date	Action
By November 15th, 2024	Division chairs work with faculty and deans to identify existing NTT positions and division needs.
By December 15th, 2024	Division chairs work with faculty and deans to determine the number of available instructional faculty positions, including cross-divisional

Date	Action
	positions.
By January 17th, 2025	Division chairs work with faculty and deans to create position descriptions for available instructional faculty positions, in consultation with HR.
By January 31st, 2025	If the number of incumbents is the same or fewer than the number of positions available, and incumbents meet the conditions for direct appointments, the incumbents will be offered a direct appointment to the appropriate instructional faculty rank and offered a contract. The dean will notify incumbent NTT faculty who are not offered a direct appointment that they did not meet the conditions for a direct appointment, and that they may apply for available posted internal positions.
By February 14th, 2025	Division chairs, deans and HR will make the instructional faculty positions available for an expedited internal (WOU-only) recruitment process. HR will notify the campus when these positions are posted.
(as needed, based on division needs)	If instructional faculty positions cannot be filled through an internal search, division chairs, deans, and HR will initiate an external search.
On or before Friday, May 2nd, 2025	All NTT faculty in the unconditional category (.85+) who have been offered direct appointments or an appointment through an internal search will be transitioned to instructional faculty positions with appropriate contracts.
End of 24/25 AY	Division chairs and deans report out to divisions and WOUFT.

Appendix M. Additional Transition Plans

Section 1. Creation of Economic / Salary Committee

Both teams acknowledge the importance of diving deeper into persistent salary issues at WOU to address compression of faculty salaries and other inequities. Although we ultimately remained at our existing 40 step model for this contract, both teams presented alternative models for the salary schedule, and these had many intriguing elements.

To that end, WOUFT and WOU will form an economic workgroup consisting of members from both bargaining teams. This group will function under the IBB model, and will continue to meet and examine alternative salary schedules and other ways to more effectively, sustainably, and equitably increase faculty salaries.

This group will explore structural changes that can be made to faculty salaries, different salary models, and will release a final report to all WOU community members in winter term of 2026 to provide additional transparency around salary and inform the mandatory economic reopener described in Appendix J.

Section 2. Faculty Development Funding for AY 2024-25.

The Faculty Development Committee will begin using the new funding model as soon as this agreement is ratified.

During the 2024/2025 academic year, the provost will make additional funds available to faculty whose needs are not met by the new amount and whose projects do not meet the requirements for research/major projects funding (formerly Category 3). These requests must first be submitted to the faculty member's division chair and dean.

In cases where the faculty member has exhausted their allocation and any additional funds from the dean or available grant funding, the provost will provide funding in addition to the allocated amount as a payer of last resort for scholarly and creative activities.

Eligible faculty may submit one application to the provost during AY 2024-25 (including activities that occurred on or after July 1, 2024) for up to an additional \$1500 to cover expenses.

Section 3. Workload Transition and Implementation Plan

A. Understanding. Faculty workload is subject to mutual agreement between WOU and each faculty member.

B. Workload by Academic Year.

1. **2024/2025 Academic Year.**
 - a. Workload follows the existing model, as described in the 2020-2023 CBA, Article 7 (Assignment of Duties).
 - b. In winter term of 2025, faculty work with their division chair and dean to create a workload plan under the new model to follow in 2025/2026, as described in Article 7 (Assignment of Duties and Workload).
2. **2025/2026 and 2026/2027 Academic Year.** Workload follows the new model, as described in Article 7 of the 2024-2027 CBA.

C. Implementation Timeline

1. **Fall 2024.** In fall 2024, a Faculty Workload Committee consisting of representatives of WOU and WOUFT will convene to start gathering data, and, based on existing data from faculty senate surveys, to provide and distribute starting values for service obligations to the bargaining teams. The Faculty Workload Committee will function under the IBB model and will complete its initial work by the end of the week grades are due for fall term, 2024
2. **Winter 2025.** In winter 2025, workload determinations will be made through the consultation process between the faculty member, division chair, and dean (see Article 7). For non-instructional activities that are not specified in the new CBA, the 30 hours = 1 WLU concept will be used to make workload determinations. Relevant information that is considered in these determinations will be recorded in the respective faculty member's workload plan.
3. **2025/2026 Academic Year.** During the 2025/2026 academic year, faculty will have an opportunity to experience their workloads under the new conditions created by the new CBA. The Institutional Research department (IR) will be tasked to collect data on faculty experiences during that period. IR will also be tasked to anonymize and disaggregate the faculty workload plan data before they are provided to the workload committee.
4. **Fall 2026.** In fall 2026, the Faculty Workload Committee will convene to analyze data from the workload plans that are developed in winter 2025 and implemented

starting fall of 2025. This committee will write a report that will be considered by the WOUFT-WOU bargaining teams in the subsequent bargaining round. The charge of this committee will be to write a report that identifies trends in the data across colleges and programs to inform: 1) whether the WLU allocations that are specified in the new contract need to be adjusted up or down; 2) whether and at what levels new WLU allocations need to be added to the contract for commonly-occurring activities.

5. Winter 2027. The Faculty Workload Committee's report will be due in winter 2027.

Section 4. Division Chair Course Release, WLU Reassignment, and Compensation

- 1. 2024/2025 Academic Year.** During the 2024/2025 academic year, division chair course release, pay, and the process for determining compensation for chairs will remain the same as in the 2020-2023 CBA.
- 2. 2025/2026 and 2026/2027 Academic Years.** Starting with the 2025/2026 academic year, division chair pay and WLU reassignment will be managed as described in Article 8 (Division Chairs)
- 3. Division Chair WLU Workgroup.** During the 2024/2025 academic year, WOUFT and WOU will form a workgroup functioning under the IBB model, tasked with creating a formula or rubric that deans and division chairs can use to determine the appropriate Instructional WLU release for the chair of each division. This workgroup will consist of members from both bargaining teams. This workgroup will complete its work by February 1, 2025 and issue a report to all deans and division chairs.