

Collective Bargaining Agreement

with

**Associated Academic Professionals,
American Federation of Teachers Local
6200, AFL-CIO**

and

**Eastern Oregon University
La Grande, Oregon**

For the Period ending June 30, 2011

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PREAMBLE

This collective bargaining agreement, ratified by both parties, is between the State of Oregon, action by and through the Oregon University System on behalf of Eastern Oregon University and the Associated Academic Professionals (AAP), American Federation of Teachers Local 6200.

ARTICLE 1 – Recognition

Eastern Oregon University (EOU) and the Oregon University System (OUS) recognize the Associated Academic Professionals (AAP), Local 6200 of the American Federation of Teachers, AFL-CIO as the sole and exclusive bargaining representative for the following employees:

All regular full-time and part-time employees of Eastern Oregon University working as librarians and teaching faculty holding ranks including Professor, Associate Professor, Assistant Professor, and Instructor, excluding those employees represented in another bargaining unit, those who teach exclusively noncredit courses, those employed exclusively by the Department of Distance Education or Summer Session, and supervisors as defined by the PECBA and casual employees.

ARTICLE 2 – Rights of Members

Section A. Non-Discrimination

The University will abide by all federal and state laws and will not discriminate on a prohibited basis against any member with respect to wages, hours, or terms or conditions of employment. The University and AAP will not discriminate against faculty in the application of provisions of this Agreement by reason of age, disability, marital status, national origin, race, religion, gender, sexual orientation or veteran status.

The University and the AAP will not knowingly discriminate against faculty due to their membership or non-membership in AAP or for the exercise of rights granted to them by Law, providing such activities do not interfere with the proper performance of their job duties.

Section B. Academic Freedom

- 1) All faculty are entitled to freedom in the classroom in discussing their subject. Faculty should avoid introducing material into the curriculum and classroom that has no relationship to the subjects they teach.
- 2) As a matter of policy the Board neither attempts to control, sway nor limit the personal opinion or expression of that opinion of any person on the faculty. In the exercise of this freedom of expression, faculty members should manifest appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they do not speak on behalf of the University.

Section C. Health and Safety

The University and the Association agree to abide by all pertinent Federal and State Health and Safety Laws.

Section D. Office Space and Facilities

Eastern Oregon University shall provide bargaining unit members the support required to foster excellent instruction, scholarship and public service activities. Each College will provide bargaining unit members with access to University telephone, email, computer, computer work space, a desk and private meeting space.

As resources allow, appropriate office space will be provided for all bargaining unit members. Except as otherwise agreed by the affected faculty, conflicts involving the allocation of available office space shall be resolved in deference to rank, years of service and special needs.

Section E. Position Vacancies

Section 1. Vacant positions will be posted on an EOU web page.

Section F. Contracts

Notices of Appointment will be issued in compliance with terms and conditions of the CBA.

Section G. Reduction In Force And Layoff

I. Definitions

- 1) Layoff is a condition where the contract of a bargaining unit member would be terminated at some point during the contract or tenure period.
- 2) Reduction in force, for the purpose of this contract, is defined as non-renewal of fixed-term contracts at the end of a contract period for reason other than cause, or a reduction from the previous year to below .5 FTE.

A) Layoff

Layoff will only occur when certain extreme conditions are met:

- 1) Situations of financial exigency may arise because of a variety of circumstances including but not limited to: e.g., substantial changes in levels of state support; major reductions in enrollment and the resources associated with enrollment, substantial changes in expense levels, loss of grant support for critical services.

A condition of financial exigency may be declared if the President finds that the University's budget has insufficient funds to do all of the following:

- a) maintain essential programs and services
 - b) finance the full compensation of all tenured faculty
 - c) finance the full compensation of fixed term appointments within the period of appointment;
 - d) finance the full compensation of all other faculty until the end of an appointment, including the providing of timely notice.
- 2) A condition requiring reduction or elimination of a department may be declared if the President finds that the institutional operations within a reduced budget, or failure to reallocate funds, would result in a serious distortion of the academic or other essential programs and services of the University if retrenchment procedures were not implemented.

B) Layoff Process

Layoff of bargaining unit members is an undesired outcome of an extremely harsh and unforgiving economic reality. Prior to the declaration of a financial exigency, the following process will be employed:

- 1) Notification.

Before deciding to declare a condition of financial exigency, or to reduce or eliminate a program, the President or designee shall consult with AAP.

- a) At any time that the President finds that the University's financial condition is such that a declaration of financial exigency or of program reduction or elimination may become unavoidable, the President shall immediately notify AAP and the members of the bargaining unit.
- b) After issuance of such notice of Section B 1(a), appropriate representatives of the University shall meet with representatives of AAP for the purpose of presenting and discussing a full description and analysis of the financial condition of the University.
- c) When the meeting provided for in Section B 1(b) above is held, a time will be established when comments and recommendations will be due in the President's Office. The time allowed for such consideration will be at least fifteen (15) days.

The President will give thoughtful consideration to such comments and recommendations as are submitted by the established time; and will engage in such further discussions, including efforts to reconcile varying points of view, as s/he may deem useful. The President or designee will, at AAP's request, meet with representatives of AAP to hear and discuss AAP's comments and recommendations.

- d) After fulfilling the requirements of section B 1(c), the President may declare that a financial exigency exists or that the reduction or elimination of a program is necessary.

2) Review and Implementation

- a) After a declaration is made, the President shall develop a draft plan that will include tentative assignments of reductions to programs. The time allowed for such considerations shall be at least fifteen (15) days. During this time the President will receive and consider such comments and recommendations as AAP chooses to submit. The draft plan will contain the number of faculty to be terminated by department, academic discipline, program, degree, and any other relevant supporting information including financial information informing the situation.
- b) The President shall submit the draft plan to the AAP for their review. The President will meet with the AAP to review the AAP recommendations on the draft plan within fifteen (15) days of AAP's receipt of the plan.
- c) The President will then prepare a final plan for Reduction, Reallocation, or Elimination, and will notify programs, etc., affected by the plan. The final plan will be made public to the University community.
- d) The President's final plan for layoff is not grievable under the collective bargaining agreement, except as a violation of the terms of this Agreement.

3) Order of Layoff

If the President's final plan includes layoff of bargaining unit members, the order of layoff within a program shall be as specified in Subsections 1) and 2) below.

a) Order of layoffs with a program:

- 1) Fixed-term, non-tenure track faculty with less than .5 FTE;
- 2) Fixed-term, non-tenure track faculty greater than .5 FTE;
- 3) Faculty on annual tenure (tenure-track);
- 4) Faculty on indefinite tenure.

b) Within each of the categories above in Subsection (a) 1-4, layoffs shall be made in inverse order to the length of service at the University. ("Length of service" shall include time spent on sabbatical leaves.)

4) Notification Procedures.

When a faculty member has been identified for layoff, the University will take the following actions:

- a) For faculty on fixed-term appointments, the University will provide the faculty member with notice prior to termination as follows: three (3) months upon exceeding 72 credit hours of employment, six (6) months upon exceeding 108 credit hours of employment, twelve (12) months after 180 hours of employment.
 - b) For faculty on indefinite tenure or tenure-track appointments, the University will provide notice twelve (12) months prior to termination.
 - c) No program in which a layoff is in effect shall hire new faculty until all those eligible for recall in that program have been offered recall.
 - d) Under a declaration of financial exigency, the requirement of notice prior to termination is waived for all categories of faculty, though the University may provide such notice (up to that specified in "a" and "b" above) as is deemed possible by the President given the circumstances requiring the declaration.
- 5) Prior to the effective date of layoff, the University will make a good faith effort to place faculty members and librarians affected within the University to positions for which they are qualified. If this effort fails, the University shall make reasonable efforts to assist the faculty members and librarians in finding suitable employment elsewhere.
- 6) Eligible laid-off faculty members or librarians will be placed on a recall list. Any offers of reinstatement within a program shall be made in inverse order to the order of layoff. Faculty members and librarians that are recalled for employment at EOU 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 provided in the collective bargaining agreement.

- 7) Any offers of reinstatement will be made for a fifteen (15) calendar day period for the faculty member or librarian to accept the offer. If the offer is refused, the employee shall remain on the list until the list expires or until the faculty member notifies the University in writing that he or she no longer wishes to return.
- 8) A faculty member recalled from layoff shall be offered re-employment at the same rank and at a salary rate not less than which the member was receiving at the time of layoff. Faculty recalled from layoff will be credited with their original date of appointment, less layoff period, for purposes of determining years of service, and will be reinstated with all the rights privileges accumulated prior to layoff.
- 9) Recall List
 - a) Fixed term faculty with more than 72 work load hours who are laid off shall be placed on the recall list for one year. During this period they shall retain all the benefits and privileges of a member on official leave without pay.
 - b) Tenure and Tenure Track faculty

Although tenure and tenure-track faculty may be laid off, they shall not be terminated except as provided below. Until terminated, they shall be placed on a recall list and shall retain all the benefits and privileges of a member on official leave without pay.

Faculty members on indefinite tenure who have not been reemployed as of June 15 of the year following five (5) full academic years after layoff shall be deemed to have been given timely notice and their employment will have been terminated as of the June 15 date. Faculty on annual tenure who have not been reemployed as of June 15 of the year following two (2) full academic years after layoff shall be deemed to have been given timely notice and their employment to have been terminated as of the June 15 date.

II. **Reduction in Force**

Non-renewal of contracts for fixed-term bargaining unit members may occur under the following circumstances: A strategic need of the University to shift resources to other needs of the University (reallocation), a decline of need in a particular programmatic area, an inability on the part of the University to be able to adequately support a particular program in terms of academic or other material support, loss of grant support, or any purpose linked to the strategic needs and objectives of the University.

Reduction in Force Process

For programmatic reductions not requiring layoff, but requiring non-renewal of fixed term contracts, the following process will be employed:

- 1) The President shall develop a draft plan for program reduction, reallocation, or elimination. The draft plan will contain the number of fixed-term faculty, by college who will be non-renewed or significantly reduced in a subsequent contract year.

- 2) The President shall submit the draft plan to the AAP for their review. The AAP may submit recommendations and/or reactions to the plan in a meeting with the President within 15 days of AAP's receipt of the plan.
- 3) The President will then prepare a final plan for Reduction, Reallocation, or Elimination, and will notify programs, etc., affected by the plan. The final plan will be made public to the University community.
- 4) The President's final plan for reduction in force is not grievable under the collective bargaining agreement, except as a specific violation of this section.

A) Order of Reduction in Force

If the President's final plan includes reduction in force of bargaining unit members, the order of layoff within a program shall be as specified in Subsections (1) and (2) below.

- 1) Order of layoffs within a program:
 - a) Fixed-term faculty, (non-tenure track faculty with less than .5 FTE);
 - b) Fixed-term faculty, (non-tenure track faculty .5 FTE and above);
- 2) Within each of the categories above in Subsection (a), reductions shall be made in inverse order to the length of service at the University.

B) Procedures

- 1) Prior to the effective date of reduction in force, the University will make a good faith effort to provide alternative fixed-term employment of vacant positions for which the faculty members are qualified. If this effort fails, the University shall make reasonable efforts to assist the faculty member in finding suitable employment elsewhere.
- 2) Fixed-term faculty with more than 72 work load hours who are reduced in force shall be placed on the recall list for one year. During this period they shall retain all the benefits and privileges of a member on official leave without pay.
- 3) Any offers of reinstatement within a program shall be made in inverse order to the order of reduction in force. Faculty members who are recalled for employment at EOU will be credited with their original date of appointment, less the reduction in force period, for the purpose of determining years of service, and will be reinstated with all rights provided in the collective bargaining agreement.
- 4) Any offers of reinstatement will be made by certified mail with a fifteen (15) calendar day period for the faculty member to accept the offer. If the offer is refused, the employee shall remain on the list until the one (1) year expiration date, or until the faculty member notifies the University in writing that he or she no longer wishes to return.

- 5) A faculty member recalled from reduction in force shall be offered reemployment at the same rank and at a salary rate not less than that which the member was receiving at the time of reduction in force.

ARTICLE 3 – Union Rights

A) Union Rights to Facilities & Campus Communications

Section 1) Use of University Facilities

AAP shall have reasonable use of University facilities according to current building use policies, so long as the facility is available and proper scheduling has been arranged. AAP will have reasonable use of web space, duplicating and audio visual and a designated computer and telephone. The University will charge reasonable and routine costs for the use of such services, where applicable.

AAP representatives and AAP represented employees shall be allowed to use the University's electronic mail system for union business. Such use shall be in compliance with the University's acceptable use policy, subject to the following conditions:

- a) AAP's use of the University e-mail system shall not be more restrictive than other organizations.
- b) Use of the University e-mail system shall be on the employee's non-instructional time.
- c) AAP will hold the employer harmless against any lawsuits, claims, complaints or other legal or administrative actions where action is taken against the employer, AAP or its agents (including AAP staff, officers and stewards) regarding any communications or effect of any communications that are a direct result of use of e-mail under this article.

Section 2) Bulletin Boards

The University shall allow the use of reasonable bulletin board space for communicating with members. Union material shall not be displayed on any restricted bulletin board.

B) Union Access to Information

Fall, Winter and Spring term of each academic year, upon request and at no cost, the University shall provide AAP with a list of bargaining unit members, including home address, home phone, annual base salary, title, annual FTE, rank, college, work phone number and work location.

Once a year the University will furnish AAP with a copy of the University's annual operating budget and its biennial budget requests.

Upon timely request, the University shall make available to the Association any factual information reasonably required for the Association to administer this Agreement and to negotiate subsequent agreements. The University reserves the right to charge the Association at customary billing rates for the costs of file searching, analysis and reproduction of information furnished in compliance with this section, if the information is not currently produced. When the University expects to make a charge, it will furnish the Association an estimate of the cost and obtain Association authorization before proceeding to comply with the request.

C) Copies of Agreement

Within thirty (30) calendar days of ratification, the parties shall reduce to writing and sign four (4) original text copies of the agreement. One photocopy will be placed at the library. The parties shall each keep two original documents to memorialize their agreement.

Within thirty (30) calendar days after the ratification of the Agreement by both parties, the University shall provide an electronic copy of the Agreement. The electronic copy shall be accessible from the University web page in *.pdf format.

D) Consultation

The University and AAP agree to meet when both parties agree that an issue warrants such a meeting. The parties agree that such a meeting shall not constitute or be used for the purpose of contractual negotiations. Neither shall such meetings be used in lieu of the collective bargaining agreement grievance procedure.

E) Totality of Agreement

Section 1) 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 Foundations for Negotiations, 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.

Section 2) Any ambiguities between past practices, as herein defined, and other Articles of this Agreement shall be resolved in favor of the other Articles.

F) Released Time For Union Business

Up to six members of the AAP negotiating team may be released from Committee assignments other than the teaching of a regular instructional load, advising students, and keeping required office hours. Notification by the AAP of the up to six members of the negotiating team to be released shall be made to the Provost two months prior to the start of negotiations. The six members of the negotiating team shall be released from such duties one month prior to the beginning of negotiations.

The AAP's designated grievance officer will not be unreasonably denied release time to process formal grievances.

The University shall grant course release to the AAP President upon request. AAP shall reimburse the University for the salary of the President in proportion to the FTE of the course release.

G) Dues/Payroll Deduction

Section 1) Dues

Members of AAP have the right to payroll deduction of dues upon submission of a signed authorization. The authorization shall be continued year to year until written notice is given to the University by the member to cancel or change the authorization.

The University will, in the month following the deduction, transmit the collected dues to AAP (or upon official AAP request, to another designee), accompanied by a list identifying the members and amount of dues paid by each member.

In the event of an increase or decrease in the percentage amount of dues, the University shall implement the changes by the second pay period following official notice from AAP.

If AAP changes the method of calculating dues or COPE deductions in such a way that requires programming to implement the change, AAP will pay the cost of such change. Costs and time frames for implementation will be determined in consultation with the EOU administration and the Controller's Division payroll section. AAP will be notified in advance of the costs and time frame.

Section 2) Committee on Political Education (COPE)

Upon written request on a form provided by AAP and approved by the University, members of AAP may have dues deducted from their paychecks as a voluntary monthly Committee on Political Education (COPE) deduction. The amount to be deducted will be certified by the Treasurer. The amount will be forwarded to AAP with regular dues deductions, with the COPE amount so specified.

H) Fair Share

Section 1. Each month, the university shall deduct from the salary of each person in the bargaining unit who is not a member of the union a sum certified by the Treasurer of the Union equivalent to union dues. Similar deductions will be made in a similar manner from the salary of new faculty who do not become Union members within thirty (30) days after the effective date of their employment.

Section 2. Members of the bargaining unit who have paid fair share fees in lieu of dues shall have the right to request in writing a copy of the Union's policies and procedures regarding Fair Share.

Section 3. Employees with verifiable religious objection (see ORS 243.666) may have dues paid to a nonreligious charity agreed upon by the parties. Questions regarding the bona fide nature of religious objection shall be resolved by the ERB.

ARTICLE 4 – Management Rights of the University

Section 1) General

All rights and prerogatives relating to the management in the direction of its operations, functions resources and services, including the direction of the work force, and, except those which are expressly agreed upon by this Agreement, shall remain vested with the University.

Section 2) Enumeration

The rights of the University include, but are not limited to, the exclusive right to determine the mission and vision of the University; its organization; governance; set standards of service including quantity and quality of work to be performed; determine the procedures and standards of selection for employment and promotion; train, direct, schedule, test, evaluate, reappoint, promote, tenure, and transfer employees; take disciplinary action for cause up to and including dismissal; manage reductions in service; develop and maintain the efficiency of operations; determine and implement the methods, means, and all necessary actions to carry out the University's mission; and exercise complete control and discretion over the University's organization and the technology of performing its work to include equipment selection and assignment. The University has the right to make reasonable rules and regulations pertaining to employees.

ARTICLE 5 – Evaluation and Review of Faculty

a) Promotion, Tenure, and Post-Tenure review

The decision to grant tenure, promotion and post-tenure review to members of the bargaining unit shall be conducted according to the prevailing policies and procedures of Eastern Oregon University.

Changes to the procedures shall be introduced to the system of shared governance for meaningful consideration. Changes to the tenure and promotion review process shall be finalized and published by the University prior to the 1st of May effective the following academic year. In the event of changes to the system of promotion, tenure or post-tenure review, the Administration shall send a copy of the process to AAP.

b) Grievances

Violations of the procedural steps of the promotion and tenure review process instituted by the University are grievable and arbitrable under the appropriate provisions of this Agreement.

ARTICLE 6 –Types of Faculty and Appointments

Introduction

The University employs two basic types of instructional faculty members, one of tenure and tenure track, and the other of fixed-term status. Tenure and tenure track faculty have long-term responsibility to the University and its students to teach, engage in scholarship, serve the campus community, and offer outreach to the community beyond the campus. Fixed-term faculty have a primary responsibility to teach, although depending on the needs of the University, may be called on to support other needs.

Section 1) Fixed-Term Faculty

Fixed-term faculty members are appointed at a rank of Instructor, Senior Instructor or Assistant Professor. The duties of a fixed-term faculty member, whether in a full-time or a part-time assignment, consists largely of instruction unless otherwise specified in the Notice of Appointment.

A) Load

Instructors/Senior Instructor: A full-time assignment (1.0 FTE) from which no service or outreach is expected shall consist of 45 load hours. The teaching load of fixed term appointments for which additional effort for service or outreach is required shall be less than 45 hours, pro-rated commensurate with the level of non-teaching activities assigned. Depending on the needs of the University, the dean may assign non-teaching work to fixed-term faculty members in place of teaching load. The deans of the colleges will coordinate efforts to align practices to assure parity concerning the relative value of non-teaching activities as load equivalents.

a) Initial appointment at the rank of Instructor normally requires:

- A masters degree or equivalent experience/expertise in the intended area of teaching.
- A demonstrated desire to work with students and colleagues and a willingness to develop exemplary teaching skills

b) Initial appointment at the rank of Senior Instructor requires:

- A masters degree and substantial evidence of appropriate scholarship, research, or expertise in the subject field directly related to the teaching assignment.
- Five years of full-time teaching experience within the subject area of the intended teaching assignment.

Assistant Professor: The load assignment for fixed-term assistant professors of 0.5 FTE or higher shall be assigned 36 instructional hours and 9 hours assigned as scholarship, service, and outreach computed on a 1.0 FTE load unless they exercise the 45-hour load option outlined in paragraph (e) below. Fixed-term Assistant Professors shall receive the same pay as tenure track Assistant Professors.

a) Initial appointment at the rank of Assistant Professor requires:

- The position has been advertised at the rank of Assistant Professor.

- The applicant has a terminal degree or equivalent. An equivalency to a terminal degree may be considered for professional fields where specific experience and additional education may justify the rank. Normally 8 years of professional experience in a specific field is required to justify the assignment of the assistant professor rank w/o terminal degree. In each case where an equivalency is recommended, deans will file a rationale with the Provost's Office.

b) Full-time Fixed-term Assistant Professors will be required the same level of scholarship, outreach, teaching and service required of tenure track assistant professors and shall be eligible for the same allowances for release time as those available to tenure-track assistant professors. Part time fixed-term assistant professors may negotiate load credit for scholarship, outreach and/or service with the dean.

c) Fixed-term Assistant Professors will be evaluated each year according to criteria to be spelled out in the Promotion and Tenure Handbook.

d) Based on annual evaluations, fixed-term Assistant Professors who do not meet standards of performance, as determined by the dean, will be notified and given one-year to meet expectations assuming that there remains a university position available and interactive with the timely notice aspects of this Article. If the faculty member is unable to meet the expectations of the position, and the University has determined an ongoing need for the position, timely notice will be given of termination consistent with the appropriate section of this Article.

e) Fixed-term Assistant Professors may request a teaching load of 45 hours in place of the aforementioned 9 hours of service, scholarship, and/or outreach. Once this option is exercised, at initial hire or subsequently, it shall be considered a permanent decision. When offered a position as fixed-term assistant professor, candidates shall be supplied with an electronic or hard copy of this contract and informed explicitly of the language in this article allowing them to choose between a 36 hour load with service/scholarship/outreach and a 45 hour load which includes only teaching.

Visiting Faculty

“Visiting” status will be reserved for special circumstances, as determined by the Dean, for replacement of a faculty member or for short term programmatic needs of the University. In addition, faculty on “Visiting” status at the ranks of Assistant or higher will be capped at 36 teaching load credits, with the expectation that the remainder of the 45 credit load will be in duties as assigned that meet the needs of the University.

Visiting appointments are appropriate only in cases in which association with the University is temporary or in which special circumstances require this kind of appointment such as sabbatical replacement or short term programmatic needs of the University. Visiting faculty shall be hired into the rank of Assistant Professor or higher.

The qualifications, pay and FTE for Visiting Faculty shall be comparable to the rank into which they are hired. (See Section 2(1) below, Professor, Associate Professor, Assistant Professor, and Librarians).

Visiting faculty members are not eligible for tenure, nor does service in this rank normally count toward the tenure probationary period upon promotion to a tenure-track rank. Visiting faculty appointments shall not include any right to permanent or continuous employment, shall not create any manner of legal right, interest, or expectancy of renewal or any other type of appointment, and shall be subject to annual renewal by the University.

Visiting Faculty positions created after July 1, 2004 are limited to no more than four years duration.

B) Conditions of Appointments

Once a fixed-term faculty member is appointed at rank or promoted, they shall not be reduced.

Fixed-term appointments are normally one year or less, and are individually negotiated as to terms. Fixed-term faculty may be renewed depending on the needs of the University. In some cases, fixed-term faculty may be contracted for multiple-year contracts dependent on the needs of the University.

Appointments for one year or less

Such appointments specify the beginning and ending date of the employment period in the Notice of Appointment. Beyond the ending date of this period, there is no commitment for continued employment and timely notice is not required. Fixed-term appointments for one year or less may be renewed subject to such factors as merit evaluation, program needs and availability of funds. Those individuals on fixed-term appointments are not eligible for indefinite tenure but may be considered for tenure-related positions when vacancies occur.

Appointments for two or more years (Contract)

Such appointments specify the beginning and ending date of the employment period in the Notice of Appointment and may be made in either administrative or management areas. Contract recommendations will be made by Deans of the Colleges in instructional areas and by unit administrators in other employment areas. Renewability of a contract shall be specified in the Notice of Appointment. Those individuals on multiple year contracts are not eligible for indefinite tenure but may be considered for tenure-related positions when vacancies occur.

Regular full and part-time Fixed-Term Faculty

Fixed-term are not eligible for tenure, nor does service in this rank automatically count toward the tenure probationary period upon promotion to a tenure-track rank. Instructor appointments shall not include any right to permanent or continuous employment, shall not create any manner of legal right, interest, or expectancy of renewal or any other type of appointment, and shall be subject to annual renewal by the University.

C) Promotion

Instructor to Senior Instructor:

Promotion of instructor to senior instructor will follow a normal process that shall be developed through shared governance and the Provost's office. Until such time that this process is

created, promotion recommendation will require only evidence of 5 years of successful teaching in higher education and the recommendation of the dean.

Senior Instructor to Assistant Professor:

In certain circumstances, senior instructors may apply for promotion to Assistant Professor. Promotion will follow a normal process as stated in the Faculty Promotion and Tenure Handbook. The criteria for promotion are as follows:

- A need in the college/program for such a 0.5 FTE or greater position
- Terminal degree or equivalent
- Have accumulated more than 4.01 work years at Eastern
- Demonstrated excellence in teaching
- Demonstrated potential and interest in scholarship and research
- Demonstrated potential and interest in service and outreach

D) Fixed-Term Appointment Process

Fixed-term faculty members may be appointed on an academic year basis, a 12-month basis, or on some other basis arranged in individual cases. Those members on an academic year basis are subject to service from September 16 through June 15 of the next calendar year, or such equivalent period of service within the fiscal year as best serves the particular assignment involved. Summer Session appointments are for varying lengths of time and are considered to be additional appointments. Appointment of an individual on a 12-month basis makes one liable for duty through the fiscal year. All regular faculty members receive formal notifications each year of the conditions and terms of employment for the ensuing year. Such notification is issued by the Provost's Office. Such formal notification is given also to part-time faculty members.

E) Job Security

Fixed term faculty have the right to just cause during the term of their appointment.

Faculty who have accumulated more than 4.01 FTE work hours will receive a one year notice of termination. Unless terminated for cause or reduction in force, these fixed-term faculty shall be appointed from year to year.

For all those fixed-term faculty members for which it has been determined that they will have taught or had load of 22.5 credits per year for Instructor/Senior Instructor rank or 18 hours per year for fixed-term assistant professors, an annualized contract will be written.

For fixed-term faculty teaching term to term, the university shall normally notify the faculty member of its intent to hire a minimum of four weeks prior to the beginning of the term in which the class shall be taught.

Section 2) Tenure and Tenure Track Appointments

A) Tenure/Tenure Track Faculty

Tenured and tenure track faculty are appointed at a rank of assistant professor, associate professor or professor. The teaching load of a tenure track faculty member consists of 36 quarter hours per academic year. Additional effort is expected of faculty for scholarship/creative endeavor, community outreach, and service to the University.

1) Ranks of Tenure/Tenure Track Faculty

- a) Assistant Professor. The following criteria are normally required of those faculty who would be appointed at the rank of Assistant Professor.
 - Earned the appropriate terminal degree from an accredited university, or have a Master's Degree or equivalent and five (5) years of appropriate experience.
 - Academic accomplishments in the area intending to teach.
 - Demonstrated interest and desire to work with students and colleagues.
 - Evidence of potential for scholarly achievement.

- b) Associate Professor. The following criteria are normally required of those faculty who would be appointed at the rank of Associate Professor.
 - Hold an appropriate terminal degree.
 - Demonstrated excellence in teaching. Excellent teaching is the most important criterion to advancement for faculty. Under no circumstances will promotion be granted to one whose principal duties include instruction unless there is clear documentation of ability and diligence in the teaching role.
 - Demonstrated proficiency in scholarship.
 - Demonstrated service to students, Division, College, and University.
 - Demonstrated service to the community, region, or State.
 - Have at least five (5) years of experience in college-level teaching, unless otherwise agreed to at the time of their appointment.

- c) Professor. The following criteria are normally required of those faculty who would be appointed at the rank of Professor.
 - Hold an appropriate terminal degree.
 - Demonstrated leadership in teaching.
 - Demonstrated substantial record of scholarship.
 - Demonstrated leadership in service to the University, College, and division.
 - Demonstrated leadership in service to the community, region, or State.
 - Generally have at least twelve years of college-level teaching or professional experience.

- d) Librarians (See Article Seven).

B) Tenure-Track Appointments

Appointments that are tenure track are for regular full-time faculty with academic rank of Assistant Professor or higher. These appointments require faculty members to serve a probationary period of employment before a consideration for tenure is made. Tenure-track appointments shall not include any right to permanent or continuous employment, shall not create any manner of legal right, interest, or expectancy of

renewal or any other type of appointment, and shall be subject to annual renewal by the University. Tenure track appointments are normally 36 credit hours of instruction and 9 hours of committee, advising, scholarship, and service work per academic year.

Annual Tenure

Annual tenure appointments, known more loosely as 'tenure track' appointments, will normally be made in major instructional areas and will be specified in the Notice of Appointment. Annual tenure appointments are for faculty members in a probationary status for up to five years. Reappointment on annual tenure is subject to yearly assessment of the individual's performance and the needs of the institution; non-reappointment requires specified timely notice. Consideration for indefinite tenure normally is based on not less than five years of satisfactory probationary service at Eastern.

Indefinite Tenure

Such appointments shall confirm institutional commitments for employment to be continued indefinitely subject, however, to the provisions of the Administrative Rules covering program reduction, financial exigency and unsatisfactory service. Appointment of a full-time, regular faculty member, who is on an annual tenure appointment for a sixth consecutive year shall be accompanied by the awarding of tenure or by notice of termination at the end of the sixth year except as provided by the Administrative Rules.

Tenure

Eastern will protect the academic freedom and recognize the institutional commitment of its teaching faculty. During the probationary period, the performance of tenure-track faculty will be carefully evaluated; and, by the end of the fifth year, those who are determined qualified for tenure shall be granted indefinite tenure. Those faculty not determined qualified for tenure shall be given a one year notice of termination.

C) Initial Appointment

In making initial appointments to any academic rank, the University applies requirements similar to those used for promotion to that rank. Normally, faculty members are initially appointed to the rank of Instructor or Assistant Professor. Individuals may be appointed to the rank of Associate Professor and Professor. Initial appointments are recommended by the College Dean to the Provost.

D) Credit for previous experience

At the point of hire the administration may, depending on the circumstances, grant a faculty member a number of years of experiences as applied to promotion or tenure or as related to level of salary. The administration may also, dependent on the level of experience and qualifications of the candidate, permit the faculty member to apply for early promotion or tenure. The initial notice of employment will indicate any such allowance or agreement of this nature.

E) Terms of Service

Tenure-track faculty members may be appointed on an academic year basis, a 12-month basis, or on some other basis arranged in individual cases. Those members on an academic year basis are subject to service from September 16 through June 15 of the next calendar year, or such equivalent period of service within the fiscal year as best serves the particular assignment involved. Summer Session appointments are for varying lengths of time and are considered to be additional appointments. Appointment of an individual on a 12-month basis makes one liable for duty through the fiscal year.

F) Timely Notice

The requirements for timely notice for those on a tenure-related appointment (annual or indefinite) currently are:

- 3 months notice during the first year of employment
- 6 months notice during the second year of employment

An unfavorable third-year review may lead to termination. If termination is recommended, the President will notify the faculty member no later than June 15 of the third year of the decision. The faculty member may complete a fourth year of service at Eastern, but may not continue beyond June 15 of the fourth year of service. Thereafter, at least 12 months notice is required before the expiration of the appointment.

ARTICLE 7 – Librarians

1. The library faculty will have faculty rank (Assistant Professor, Associate Professor, Professor). Salaries will be calculated based on the method used to compute faculty ranks. For those on 12-month appointments the salary will be calculated at 1.22 of that base salary.
2. All candidates seeking a library faculty position are expected to provide, either through academic or professional experience, evidence of and continuing potential for:
 - (a) Professional performance of assigned responsibilities;
 - (b) Professional activity, research, scholarship and/or creative activity;
 - (c) Contributions to University governance service and mission.
3. Qualifications for Rank of Library Faculty
 - (a) Assistant Professor. A master's degree in librarianship, includes, but is not limited to a M.L.S., or M.L.I.S. An ALA approved master's degree in Librarianship from an accredited program shall normally be required in addition to the minimum rank criteria stated in (2) above.
 - (b) Associate Professor. Meet requirements for Assistant Professor and five (5) years or more of successful professional experience. Tenure may be awarded at this rank. The criteria listed below are required of those library faculty appointed at the rank of Associate Professor.
 - (1) Demonstrated excellence in librarianship. Effective librarianship is the most important criterion for advancement. Under no circumstances will promotion be granted to a librarian unless there is clear documentation of ability and diligence in the librarian role.
 - (2) Demonstrated competence in scholarship.
 - (3) Demonstrated service to the University
 - (4) Demonstrated service to the community, region, or State.
 - (c) Professor. Meet requirements for Assistant Professor and a doctorate in librarianship or other terminal degree, or second masters, and twelve (12) years successful professional experience shall be required. In addition to the minimal rank criteria stated in (C) above the criteria listed below are required of library faculty appointed at the rank of Professor.
 - (1) Demonstrated excellence and leadership in librarianship
 - (2) Demonstrated a record of scholarship
 - (3) Demonstrated service and leadership to the University
 - (4) Demonstrated leadership in service to the community, region, or State
4. Procedures for Promotion Tenure
Until superceded by policies and procedures adopted by the system of shared governance, the procedures for Promotion and Tenure review will be those contained in the Librarian Transition Letter of Agreement.

ARTICLE 8 – Sabbatical Leave

A. Eligibility for Sabbatical Leave

- (1) A faculty member appointed at .5 FTE or more, with the rank of Senior Instructor, Assistant Professor, Associate Professor, or Professor may be considered for sabbatical leave:
 - (a) After having been continuously appointed without interruption by a sabbatical leave for 18 academic quarters (excluding Summer Session) or, in the case of 12-month faculty, 72 months; or
 - (b) After having accumulated the equivalent of 6.0 FTE years over an indefinite period of 9-month or 12-month appointments uninterrupted by a sabbatical leave.
 - (c) Prior service at the ranks of Instructor, Lecturer or Research Assistant, when leading to a promotion to a higher rank, may be considered by an institution president as part of the period of accumulated service for the purposes of the time requirement for sabbatical eligibility.
- (2) A series of appointments shall be considered continuous whether or not interrupted by one or more authorized leaves of absence other than a sabbatical leave. A one-year period of appointment at less than .5 FTE will count as a period of accumulated service for purposes of the time requirement for sabbatical eligibility. An authorized leave of absence will not prejudice the staff member's eligibility for sabbatical leave. Academic staff members may be considered for subsequent sabbatical leaves after again satisfying the conditions specified in subsections (1)(a) or (b) of this rule. Cases involving mixed terms of service may be adjusted by the institutional president or the president's designee, in accordance with the principles set forth in this rule.
- (3) For institutional convenience, and at the initiative and sole discretion of the institution, a sabbatical leave may be delayed by up to two years. In such instances, the academic staff member will become eligible for a succeeding sabbatical leave after an equivalently reduced period of years. This section applies to a maximum of 14 consecutive years, covering two possible sabbatical leaves. The same agreement may be negotiated, again for institutional convenience, in subsequent 14-year periods.
- (4) Sabbatical leave privileges may be granted to unclassified employees in special positions of responsibility and trust, even though they do not hold academic rank. Eligibility for this class of employees will be determined in the manner described in section (1) of this rule. Recommendations for sabbatical leave for the above-referenced unclassified staff members not otherwise qualified may be made in exceptional cases only at the discretion of the University president.
- (5) For purposes of determining eligibility for sabbatical leave, time spent on an authorized military leave from a Department institution shall be considered as institutional service.
- (6) Salary received by an academic staff member during a sabbatical shall be calculated as follows:

- (a) Salary under subsection (1)(a) of this rule shall be a percentage (determined by OAR 580-021-0225 or 580-021-0230) of the academic staff member's annual rate multiplied by the average FTE at which the academic staff member was appointed during the 6.0 FTE years immediately prior to the sabbatical leave. The president shall have the authority and discretion to interpret special circumstances in this regard. For purposes of this subsection, eligibility years are the 18 academic quarters (excluding Summer Session) or in the case of 12-month faculty, 72 months of continuous employment at half-time or more that result in the academic staff member's eligibility for sabbatical leave under subsection (1)(a) of this rule.
 - (b) Salary under subsection (1)(b) of this rule shall be a percentage (determined by OAR 580-021-0225 or 580-021-0230) of the academic staff member's annual rate in effect at the time the sabbatical leave begins.
 - (c) If during the period of sabbatical leave the institution allocates salary increases to its academic staff members, the annual rate of the academic staff member on sabbatical leave will be increased by the appropriate amount effective on the date that the salary increase was granted.
- (7) Purpose of Sabbatical Leaves. Sabbatical leaves are granted for purposes of research, writing, creative activities, advanced study, travel undertaken for observation and study of conditions in our own or in other countries affecting the applicant's field or related scholarly or professional activities. (OAR 580-21-200)
- (8) Length of Sabbatical Leaves. Sabbatical leaves may be of one academic year, two-thirds of an academic year, or one-third of an academic year. Sabbatical Leave must fall within a single academic year.
- (9) Award. Sabbatical leave for faculty employed on a "9-month" basis may be granted for an academic year (three terms) at 60% salary; two-thirds of an academic year (two terms) at 75% salary; and for one term at 85% salary. All sabbatical grants are based upon there being adequate university resources available. In accordance with OARs under Chapter 580, Division 21 "Sabbatical Leave," the University shall normally grant a minimum of three full sabbatical leaves in each academic year.
- (10) Sabbatical Incentive Program: The University shall generally grant a full faculty scholar award for the summer leading into the sabbatical for faculty and librarians with approved year-long sabbatical proposals that include, within the proposal, a component to be undertaken during the summer preceding the proposed sabbatical. Unless a separate application for a full award has been sought and granted to faculty applying for a two-quarter sabbatical, partial faculty scholar awards shall generally be granted for the summer leading into the sabbatical for faculty and librarians with approved two-term sabbatical proposals that include, within the proposal, a component to be undertaken during the summer preceding the proposed sabbatical (as outlined in the table below). Faculty and librarians must apply for these funds in the same manner in which one would apply for a faculty scholars program grant pursuant to Article Ten of this agreement.

Sabbatical + Award Type	Sabbatical Instructions	Award Proposal Required?
Full Sabbatical + full award	Embed Paragraph in Sabbatical Proposal requesting full award	None Required
Two-Term Sabbatical + partial award	Embed Paragraph in Two-Term Sabbatical Proposal requesting a partial award	None Required
Two-Term Sabbatical + full award	NA—separate award proposal required	Proposal for full award required

(11) Sabbatical Award Application Process

Step 1) Faculty anticipating a sabbatical must first discuss eligibility requirements with the appropriate college dean or Library Director. Based on a positive review of required number of years at appropriate rank, the faculty member may proceed to the next step.

Step 2) The faculty member writes a letter of request to the College of Dean or Director detailing the scope of activities and the purpose of the sabbatical. The Dean may consult with the faculty member and may require additional information, documentation or discussion as necessary before proceeding to the next step.

Step 3) All sabbatical letters and requests will be provided to the appropriate peer review committee for review. The committee will provide an assessment rubric of the sabbatical projects as they apply to scholarship, creative activities, teaching, academic citizenship, or service to the region through “research, writing, and/or advanced study.” The committee report shall be forwarded to the College Dean or Library Director.

Step 4) Supported by the committee report, the Dean or Library Director will forward the sabbatical requests with recommendations to the Provost in order of highest to lowest priority.

Step 5) The Provost will assess the requests from the colleges in consultation with the appropriate peer review committee and make a final recommendation to the President.

(12) Sabbatical Report

A report of the work completed during the sabbatical will be provided to the Dean of the appropriate College at the conclusion of the sabbatical year. The report should contain a copy of the letter requesting sabbatical and a summary of accomplishments aligned to intended goals and objectives.

ARTICLE 9 – Leaves of Absence

A. Sick Leave With Pay

Members of the bargaining unit will receive sick leave credits of no less than 8 hours of sick leave for each full month of service or two hours for each full week of service of less than one month and be able to use them as provided by OAR 580-21-040. Members employed .50 FTE or more will be credited a prorated amount. For the purposes of this article, OAR 101-010-0005(8) outlines the rules for domestic partners.

B. Vacation Leave

Bargaining unit members will receive vacation benefits and be able to use them as provided by OAR 580-021-0030. Eligible employees shall accrue vacation on a monthly basis, beginning the first of the month following date of hire or on the first of the month if an employee is hired the first working day of the month. Vacation accrues on the last day of the month and is available for use the first day of the next month.

Vacation shall be accrued as follows: A 9-month employee appointed to a 12-month contract may receive credit for the previous 9-month contract, on a pro-rata basis. Eligible employees with a 12-month, 1.0 FTE contract accrue 15 hours of vacation per month: eligible employees on a .50 FTE or more contract accrue vacation in proportion to their FTE. An employee who terminates employment before completing the 6-month wait period receives no vacation, and is not entitled to compensation for vacation accrued.

During forced closures, Library faculty with a 12 month, 1.0 FTE contract shall have the option of taking vacation or working from on- or off-campus work sites. If Library faculty opt to work during a forced closure, a mutually agreeable work plan will be submitted in a timely fashion to the Director prior to the closure.

C. Worker's Compensation

Bargaining unit members will receive worker's compensation benefits as provided by OAR 580-021-0040(8).

D. Other Paid Leaves of Absence

1. Jury duty: Bargaining unit members may retain any money paid by the court.
2. Subpoena to appear in court as a private citizen or as a State witness: Bargaining unit members may retain any money paid by the court.
3. Military leave, if:
 - a. The period does not exceed 15 calendar days or 11 workdays in any calendar year.
 - b. The bargaining unit member is an employee for six months or more.
 - c. The bargaining unit member is a member of the National Guard or a reserve unit of the armed forces.
4. Search and rescue operations at the request of specified authorized agencies, if:
 - a. Without pay.
 - b. Does not exceed five days for each operation.

Members should make application for leaves of absence to the Dean of the College or the immediate supervisor as soon as possible prior to the leave period.

E. Unpaid Leaves of Absence

1. At the discretion of the President, leaves of absence without pay may be granted to any bargaining unit member for the following reasons: (1) illness, (2) the desire to pursue or complete advanced training, (3) travel, and (4) appointment to a position elsewhere for a limited time, such appointment to serve the best interests of the University as well as those of the individual.
2. Military Leave:
 - a. A military leave of absence shall be granted to any bargaining unit member for the duration of service with the U.S. Armed Forces. Upon honorable discharge, an employee has 90 days in which to apply for reinstatement, and must report to work within a six month period specified in state and federal law. Bargaining unit members have the right to return to a position of equal rank and salary rating, without loss of security.
 - b. The University shall comply with all Federal and State laws regarding rights and privileges granted to bargaining unit members serving in the US Armed Forces, National Guard and reserves. In the event of a conflict in the laws regarding the rights of bargaining unit members serving in the US Armed Services, the conflict shall be resolved in favor of the employee. The applicable state or federal law takes precedent.

F. FMLA

The University will abide by State and Federal laws concerning family/medical leave.

ARTICLE 10 – Salary

For the 2009-2011 contract period, no faculty member will receive step or cost of living increases. Only those awarded promotion will receive an increase in salary by rank, but no step increase. There will be no alteration to the January 1, 2009 salary matrix.

Section 1 – Faculty Salaries for period July 1, 2009 through June 30, 2011

A. Faculty shall be paid an annual salary within the range provided for by their rank and step, as follows:

All non-red-circled faculty shall be paid an annual salary within the range provided for by their rank and step, as follows, effective January 1, 2009 and continuing through June 30, 2011:

Rank	Number of Steps	Initial Salary Jan 1-June 30, 2009	Step Increase
Instructor	21	\$30,748	1%
Senior Instructor	18	\$34,733	1%
Assistant Professor	25	\$40,663	1%
Associate Professor	31	\$47,736	1%
Professor	24	\$57,374	1%

No Faculty shall lose pay as a result of this agreement.

Step	Instructor		Senior Instructor		Asst Professor/Asst Professor in Library		Assoc. Professor/Assoc. Professor in Library		Professor/Professor in Library	
	Low	High	Low	High	Low	High	Low	High	Low	High
0	30,748	31,054			40,663	41,070				
1	31,054	31,365			41,070	41,481				
2	31,365	31,679			41,481	41,895				
3	31,679	31,996	34,733	35,080	41,895	42,314				
4	31,996	32,316	35,080	35,432	42,314	42,737				
5	32,316	32,639	35,432	35,786	42,737	43,164	47,736	48,217		
6	32,639	32,966	35,786	36,143	43,164	43,596	48,217	48,700		
7	32,966	33,296	36,143	36,506	43,596	44,032	48,700	49,187		
8	33,296	33,629	36,506	36,871	44,032	44,471	49,187	49,679		
9	33,629	33,965	36,871	37,239	44,471	44,917	49,679	50,175		
10	33,965	34,304	37,239	37,612	44,917	45,365	50,175	50,678		
11	34,304	34,648	37,612	37,988	45,365	45,819	50,678	51,184		
12	34,648	34,995	37,988	38,368	45,819	46,278	51,184	51,697	57,374	57,953
13	34,995	35,344	38,368	38,751	46,278	46,740	51,697	52,213	57,953	58,533
14	35,344	35,698	38,751	39,139	46,740	47,207	52,213	52,735	58,533	59,118
15	35,698	36,055	39,139	39,529	47,207	47,679	52,735	53,262	59,118	59,709
16	36,055	36,416	39,529	39,925	47,679	48,156	53,262	53,796	59,709	60,307
17	36,416	36,780	39,925	40,324	48,156	48,638	53,796	54,333	60,307	60,909
18	36,780	37,147	40,324	40,728	48,638	49,123	54,333	54,877	60,909	61,519
19	37,147	37,519	40,728	41,135	49,123	49,615	54,877	55,426	61,519	62,134
20	37,519	37,894	41,135	41,546	49,615	50,111	55,426	55,981	62,134	62,756
21					50,111	50,613	55,981	56,540	62,756	63,383
22					50,613	51,119	56,540	57,106	63,383	64,018
23					51,119	51,630	57,106	57,678	64,018	64,657
24					51,630	52,146	57,678	58,253	64,657	65,303
25							58,253	58,837	65,303	65,956
26							58,837	59,425	65,956	66,616
27							59,425	60,018	66,616	67,282
28							60,018	60,619	67,282	67,956
29							60,619	61,224	67,956	68,635
30							61,224	61,837	68,635	69,322
31							61,837	62,455	69,322	70,015
32							62,455	63,080	70,015	70,715
33							63,080	63,710	70,715	71,422
34							63,710	64,348	71,422	72,136
35							64,348	64,991	72,136	72,857

B. Initial Placement

The Provost, in consultation with the employee, shall assign newly hired faculty prior academic and professional experience according to the following guidelines:

1. Each academic year (9 months) of service at 1.0 FTE at an institution of higher education, in a position equivalent to the Notice of Appointment at Eastern, shall contribute up to 1.0 step.

2. Each calendar year of full-time employment at a non-academic institution in a capacity related to the Notice of Appointment at Eastern shall contribute up to 1 step.

3. Appointments in (a)-(b) above at other than full-time or other than 9 months shall be considered proportionately, not to exceed the amounts in (a)-(b), and rounded to the nearest full step.

C. Promotion

Upon promotion to a higher rank, members shall be placed on the salary scale at the appropriate rank and step.

D. Offsets

1. Ph.D. in Finance or Accounting shall receive percentage offsets of 35%.

2. General Business, Marketing, Management, Accounting, Business Law and Ethics, International Business, and Computer Science/Multimedia shall receive percentage offsets of 25%.

E. Non-DDE Overload Compensation

The Deans schedule and manage overload. The University determines rate structure for classes it offers, as follows:

1. Overload pay is defined as remuneration given by the University during the academic (9 month) calendar in excess of full-time faculty appointment.
2. Instructor pay for undergraduate courses compensated at the per course credit hour rate will be calculated at 1/45th of Step 1 Instructor salary.
3. Instructor pay for undergraduate courses compensated at the per student credit hour rate will be calculated at a flat rate of \$47.50 per SCH effective Summer Term, 2008.
4. Instructor pay for graduate courses compensated at the per course credit hour rate will be calculated at 1/30th of Step 1 Instructor salary.
5. Instructor pay for graduate courses compensated at the per student credit hour rate will be calculated at a flat rate of \$68.50 per SCH effective Summer Term, 2008.

Section 2 – Appointments in addition to nine months

Faculty appointed in excess of 9 months shall be paid an additional 1/9th of the nine-month salary for each additional month of their appointment not to exceed a total addition of 2/9ths of such salary. For Librarian faculty on 12 month contracts, salary will be calculated at 1.22 of the base salary pursuant to Article 7.

Section 3 – Mutual Commitment

a) Statement of Mutual Goals

AAP and Eastern Oregon University are mutually committed to the aim of providing faculty and librarians with a total compensation package that is competitive with that of comparator universities. EOU and AAP set as our mutual goal to raise this figure by making progressive steps towards increased total compensation for faculty.

b) Prior discussion

It is the mutual goal of the University and AAP that the salaries of Eastern Oregon University bargaining unit members approximate the comparable institutions as defined by OUS.

Section 4– Merit

At such times as nine-month salaries for the mean of faculty at Eastern Oregon University achieve or exceed the mean of salaries of comparator universities as established by OUS and referenced in Appendix D, merit awards shall be awarded as a step increase into base pay.

ARTICLE 11 – PROFESSIONAL AND EDUCATIONAL DEVELOPMENT

Section 1. Faculty Travel Funds and the Faculty Scholar Program

Introduction.

This Article is divided into two sections: A) the Travel Fund, and B) the Faculty Scholar Program. Other support opportunities normally offered through Colleges or through informal funding such as grants and other one-time funds are not part of this agreement.

The Faculty Travel Fund

- 1) Purpose. The purpose of the Faculty Travel Fund is to provide faculty with an opportunity to apply for support for necessary travel to conduct scholarly work, to attain increased knowledge or skills to improve teaching, or to acquire necessary materials, skills, and/or information necessary for curriculum development or University program development. The Faculty Travel Fund is open to all faculty regardless of rank, tenure or appointment status.
- 2) The maximum amount of the award shall be \$2000. All faculty in the bargaining unit are eligible for these funds. The Research and Grants Committee will be responsible for administering and reporting the allocation of these funds, until such time as an alternative method is derived.
- 3) The total amount of funding for this category is:
\$60,000 for **2009-2010**
\$60,000 for **2010-2011**

Faculty Scholars Program

- 1) Introduction. Eastern's Faculty Scholars Program is an important means by which the University assists teaching faculty in their ongoing dedication to scholarship. All members of the teaching faculty and librarians are encouraged to apply for the Faculty Scholars Program summer salary awards and the professional opportunities that they provide.
- 2) Purpose. The purpose of the Faculty Scholars Program is to provide incentive, opportunity, and facilitation of scholarship. The express purpose of the funds is to help support faculty and librarians who, based on excellent potential for scholarly achievement, may be awarded a summer salary to advance their work. Because funds are limited, faculty scholars awards are not meant to support or subsidize all faculty scholarship. The funds are intended to help support 1) recruitment and retention initiatives, 2) proposals from junior faculty and librarians who may need support to develop a research agenda, and 3) exceptionally strong proposals from faculty who have demonstrated excellence in scholarship.

Faculty Scholars Award Process

Awards will be recommended by the Deans in consultation with Division Chairs and Scholarship Committees selected for each college.

Step I. Interested teaching faculty members may consult with their Division Chairs or College Deans/Library Director about proposal ideas. The Division Chair or Dean/Director will, based on the initial consultation, encourage the faculty member to fully develop the proposal. This step is critical as it intends to help shape a successful proposal from the onset.

Step II. Based on feedback from the Division Chair or Dean/Director, the faculty member/librarian submits a formal proposal. The deadline is announced by the Provost's Office at the beginning of each academic year. The proposal should clearly specify an outcome or product of the project and show the relationship of that outcome to criteria for the award of the stipend. Proposals should make clear what support is needed and what time frame will be required to complete the project:

- i. The proposal should succinctly describe the project in sufficient detail to indicate that it has been well conceptualized; maximum page limit for the body of the proposal is three pages. The page limit is firm.
- ii. The project should have a clearly identified and realistic set of objectives (including a tangible product) which may be reached by the beginning of the next academic year. Projects taking more time must still produce, by the beginning of Fall term, a tangible product that demonstrates appropriate progress toward the project's objectives. Preparation of a proposal for extra-mural support of a larger undertaking does constitute a "tangible project" and could, conceivably, be the only tangible project where a partial stipend is proposed.
- iii. The proposal should clearly indicate how the project would contribute to the faculty member's professional development by maintaining or increasing currency in the faculty member's discipline.

Step III. The Dean/Director will select, within each division from which a proposal has been filed, a Scholarship Committee composed of at least 2 members of tenure or tenure track faculty and one fixed term faculty member. No members shall be selected that have submitted a current proposal. In the case of librarians, the Library Director will consult with the Dean of Arts and Sciences to appoint at least two members of the scholarship committee from faculty in either College in the event that there is not a sufficient number of qualified librarians to serve on its committee.

Step IV. The Committee will review each proposal and will evaluate the strengths and weaknesses based on the merits and the potential for the outcomes of the project to culminate in a presentation, paper, creative piece or other peer-reviewed work. The Committee will make recommendations to the Dean/Director on the merits of each proposal.

Step V. The Dean/Director will, in consultation with Division Chairs, make final recommendations to the Provost. Where the recommendations by the dean or director differ from those of the Scholarship Committee, the dean or director shall

meet with that committee to explain her/his recommendations prior to submitting her/his recommendations to the provost.

Step VI. If the Provost disagrees with or changes recommendations from the Dean/Director and Division Chairs, s/he will provide a written rationale. The Provost will announce successful applications and award amounts.

Step VII. At the completion of the proposed and funded activity, the faculty member files a report with the Dean/Director. This report should detail the accomplishments of the activity. The report should be presented by the end of the academic term in which the faculty member resumes normal responsibilities.

1) Guidelines and Appropriate Tasks

The following guidelines and criteria will be employed in reviews of proposals:

- a) Research involving scholarly or creative development leading toward professional papers and publications, performance, or other public presentation appropriate to the field of expertise.
- b) Beginning in the academic year 2010-11, 20% of the total funds available for summer stipend awards shall be awarded as partial awards of up to \$2,500 through the above process for Instructional Development involving course revision (including developing courses to meet university outcomes and new requirements), improvement of teaching methodology and skills, updating faculty in their disciplinary fields, retraining faculty for new assignments, providing instructional resource materials and consultation, developing interdisciplinary courses, and promoting activity by faculty in professional organizations.
- c) Sabbatical Incentive: As outlined in Article 8, Section A, paragraph (10), the University will, for approved two and three-term sabbatical proposals that include, within the proposal, a component to be undertaken during the summer preceding the proposed sabbatical, generally provide summer salary support for the summer leading into the sabbatical.
- d) University support involving activities through which faculty can develop new skills or insights of value to the university including attendance at conferences, association meetings, grant development and other events that provide direct assistance to the university's efforts to improve, upgrade, or enhance one or more of its programs.
- e) Past performance may be taken into account as an indicator of future potential in the review of proposals. Full awards are \$11,250; Partial awards are up to \$5,625. Faculty who have received full awards in the two preceding summers are not eligible for a full award in the third consecutive summer. Faculty may receive awards in three consecutive summers as long as at least one of the awards is a partial award. Faculty who receive awards in three consecutive summers are not eligible for any award, partial or full, in the fourth consecutive summer. For Faculty on 11 or 12 month contracts, faculty earning a stipend award will work

with the Dean/Director to develop a plan to “buy-out” a term or portion of a term of service in lieu of the cash award.

- f) Report: At the completion of the proposed and funded activity, the faculty member shall file a report with the Dean’s Office for Faculty Scholar Awards and with the Dean’s and the Provost’s Office for Sabbatical Incentive Awards. These reports will detail the accomplishments for the activity, specifically in terms of the criteria for awards listed above and the specific activities proposed in the original proposal. The report shall normally be presented by the end of the academic term in which the faculty member resumes normal responsibilities. Proposals which are funded along with summary reports or tangible products will be made available for faculty each year in the office of the appropriate Dean/Director.

2) Scholarship Committee

The Scholarship Committee shall first identify those proposals that satisfactorily meet the criteria of this Section. The Committee shall then evaluate the qualifying proposals by creating specific evaluation criteria. The Committee shall report its findings in the form of a recommendation to the Dean/Director.

3) Scholar Awards

The amount of funding available in 2009-2011 for all awards is \$ 281,000, or \$110,500 for the year 2009-2010 and \$170,500 for the year 2010-2011.

Section 3. Other Professional Development Opportunities

Consistent with OUS Board Policy and pursuant to the limitations or restrictions applied hereafter, bargaining unit members are eligible to take classes at any OUS institution consistent with the OUS tuition fee reduction program.

Section 4. Forwarding of Funds to Next Academic Year

Funds allocated in any academic year for the Faculty Scholars and Sabbatical Incentives Program Fund, Merit Fund, the Recruitment and Retention Fund or the Faculty Development Fund shall be spent or the net balance forwarded to the Faculty Scholars and Sabbatical Incentives Program Fund for the subsequent academic year, including awards that are declined or rescinded after the award date. By October 1 of each year, the University shall send to AAP a report on each fund itemizing the beginning and ending balance of each fund, as well as the name and amount of each recipient for the previous academic year, as well as the amount forwarded to the current year.

ARTICLE 12 – Teaching Assignment/Faculty Load

Faculty teaching load is calculated in terms of load hours. The number of load hours credited for most courses is equal to the credit hours assigned to the course. Exceptions to this, as specified in current practice, are as follows:

1. Writing courses (WR) carry one additional load hour per course.
2. Student teaching supervision for one-term undergraduates is equal to $2/3$ load hour for placements within 30 minutes travel distance of the supervising faculty member's home campus. For placements beyond the 30 minute driving radius, an additional load adjustment will be made. Student teaching supervision for full-year graduate MTE students is equal to 1 load hour. The same distance assumptions apply.
3. Science Labs utilize a 1.0 load factor (that is, a 3 hour lab is counted as 3 load hours). No adjustment is made for multiple sections since the load is related to student numbers and individual help outside of lab as well as time required for lab preparation and tear down. Additionally, science laboratory instructors are required to attend to safety and waste disposal issues.
4. Music, Private Lessons. These utilize a $2/3$ load factor (that is, three half-hour private lessons = one load hour).
5. Music, Small and Large Ensembles: Each 50 minutes of weekly rehearsal time = 1 load hour.
6. Theatre Lab-type courses utilize a load factor range of 1 to 1.67. (i.e. THEA 255, 355 Rehearsal & Performance is taught together and is calculated as: $2 \text{ credit} \times 1.5 = 3 \text{ load hours}$. THEA 250,251, 252 Acting I, II, III is $4 \text{ credits} \times 1.25 = 5 \text{ load hours}$. THEA 264 Set Construction, THEA 265 Lighting and THEA 266 Costume is $3 \text{ credits} \times 1.3 = 4 \text{ load hours}$.) The load factor is assigned by the Dean of the College of Arts and Sciences in consultation with theatre program faculty.
7. Such courses as Practicum (209, 409), non-laboratory based Student Research (401), Art 426 etc. are assigned load hours on an individual basis, generally, for Arts and Sciences one load hour per six (6) students. For Education, Business Administration, and Physical Education and Health load for field practicum supervision (on-site supervision, conferencing, mentoring) is equal to the number of hours of professional effort utilized divided by 10.
8. The Voice – Faculty assigned to assist students with the student newspaper will be given 2 load hours per quarter.
9. Load hours associated with shared responsibilities for courses ("team teaching") will be determined by the College dean considering the preceding guidelines on type of instruction and any College practices while weighing such considerations as the relative contributions of each participating faculty member, the number of students involved, and the extra degree of effort associated with coordinating an effectively team taught course.

To encourage interdisciplinary exchange and enhance elective offerings, faculty may choose to team-teach courses with faculty from their own programs or other departments, and receive full load credit, if the maximum student enrollment set for the team-taught class reflects typical enrollment maximums for each professor for this type of course. (For example, an upper division history seminar (with maximum enrollment of 20) team-taught and cross-listed with an upper division sociology seminar (with maximum enrollment of 20) would expect to enroll approximately 40 students). Other arrangements, involving atypical enrollment maximums, must be approved by the Dean to insure full load credit for each participating faculty member.

10. Division Chairs – The selection and appointment of College or Division Chairs shall be determined by a shared governance process with the approval of the Provost. Division Chairs will normally receive standard 9-month contracts with a reassigned time of 0.5 FTE for their chair responsibilities and will receive an annual stipend of \$3000. Deans may contract with division chairs for additional administrative duties in the summer, but chairs will not be required to assume such duties unless both agree to the terms of the additional appointment.
11. As assigned by the College Dean, an inload course taught using alternative, asynchronous, or other modality shall be loaded equivalent to the number of credits assigned to the course, effective January 1, 2008.
12. Faculty who have sole responsibility for facilitating HUM 101 or HUM 102 will receive one (1) load credit.

ARTICLE 13 – Summer Session

Section 1:

Summer Session appointments are made by recommendations from the Deans of the Colleges and the Library Director to the Director of Summer Session concerning visiting summer faculty as well as current faculty members who are to serve during the summer session. The Director of Summer Session, with the Provost and the Deans of the Colleges, will conduct a summer session program (including all camps sponsored by Eastern or Eastern faculty) meeting the best interests of the students, University and faculty.

Section 2. Appointments:

The employment desires of regular faculty should generally be accommodated prior to seeking other summer session faculty appointments.

Section 3: Summer Salary:

- 1) Base Salary for Required Courses.** The base salary for residential courses designated by the Provost as “required” or “core” programmatic needs are remunerated at a flat rate of \$800 per credit per course.
- 2) Base Salary for Elective Courses.** The salary for courses that are designated “entrepreneurial” or “elective” is remunerated at a variable rate of \$45 per credit per student for undergraduate courses and \$65 per credit per student for graduate courses.

ARTICLE 14 – Health and Welfare

Section 1. Employer Contribution

Effective January 1, 2009 through December 31, 2009, the Employer shall make a contribution sufficient to cover the premium costs for the PEBB health, dental and basic life benefits chosen by each eligible full time employee who has at least .50 FTE per term.

For plan year January 1, 2010 through December 31, 2010, the Employer shall make a contribution sufficient to cover the premium costs for the PEBB health, dental and basic life benefits chosen by each eligible full time employee who has at least .50 FTE per term.

For plan year January 1, 2011 through December 31, 2011, the Employer will increase its monthly contributions by up to five percent (5%) of the actual monthly composite resulting for plan year 2010.

If in plan year January 1, 2011 through December 31, 2011, the premium increase is greater than five percent (5%), the parties shall jointly petition the Public Employees Benefit Board to use reserve funding to pay for any premium increase in excess of five percent (5%) up to a maximum of ten percent (10%) in each year.

Section 2. Eligibility

A contribution is made for faculty and librarians working at least .5 FTE per term. Eligibility to extend such tiered coverage to family members, to include spouse and/or dependent children, and to domestic partners is provided according to PEBB rules.

Section 3. Faculty on Leave

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

ARTICLE 15 – Retirement and Early Retirement

A. Retirement

Section 1:

Eastern Oregon University shall continue to pay on behalf of members then participating in the Public Employees Retirement System (PERS) the statutorily required employee's contribution (ORS 238.200 and ORS 243.800), including the amount required under ORS 238.215 if other options have been selected. The University shall continue to pick up the employees six percent contributions under ORS 238.205. Such payments on behalf of members shall continue until such earlier time as a member shall cease to be a participating member of PERS.

Section 2:

The full amount of members' required contributions paid by Eastern Oregon University to PERS on behalf of members shall be considered as "salary" within the meaning of ORS 238.005 (20) for the purpose of computing "final average salary" in determining the amount of employee contributions required to be contributed pursuant to ORS 238.200. The contributions paid by the University on behalf of members shall be credited to employee accounts pursuant to ORS 238.200(2), ORS 238.215 and 243.800 if applicable, and shall be considered to be employee contributions for the purposes of ORS Chapter 238.

Section 3: Optional Retirement Plan

Bargaining unit members participating in the Optional Retirement Plan will not have the six percent (6%) employee contribution picked up by Eastern Oregon University made to an IAP.

Section 4: IAP

- a) Effective January 1, 2004, in lieu of paying the six percent (6%) employee contribution to PERS for PERS members, Eastern Oregon University will pay the six percent (6%) employee contribution to the employee's Individual Account Program (IAP) established under HB 2020.
- b) Effective January 1, 2004, if the employee IAP account 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 eligible employees, its equivalent, pursuant to the relevant chapter of law for governing PERS employee contributions.
- c) If for any reason the six percent (6%) payment by Eastern Oregon University described above is declared invalid or otherwise eliminated, then effective on the date of its invalidation or elimination, a corresponding general salary increase of six percent (6%) shall be paid to eligible employees. In such case, employees' six percent (6%) contributions shall be deducted for payment to the applicable employee accounts and shall be treated as 'pre-tax' contributions pursuant to Internal Revenue Code Section 414(h)(2).
- d) In no case shall there be a six percent (6%) increase under both (b) and (c).
- e) The above provisions regarding the IAP and the six percent employee contribution are not applicable to members in the ORP.

Section 5:

Sabbaticals and paid release for union duties, as well as University approved unpaid leaves shall not be considered by the University a break in service to the University.

B. Tenure Relinquishment

Section 1: The relinquishment of tenure is accomplished through the development and signing of a "tenure relinquishment agreement." Upon execution by the University and a faculty member of an agreement to relinquish tenure and retire at a date certain no later than three years from the date of the tenure relinquishment agreement, the faculty member's base 9-month salary is immediately increased by six percent. The faculty member is eligible to participate in any subsequent salary increases negotiated by AAP and the university. The faculty member's tenure status changes from "indefinite tenure" to "fixed-term" upon signing the agreement. However, for purposes of possible changes in appointments resulting from sanctions for cause or elimination or reduction of programs, the faculty member will be treated as though she or he had indefinite tenure. Faculty who relinquish their tenure under this section shall continue to possess all the rights and privileges and responsibilities of a bargaining unit member under this contract, including service to the university and other assignments.

Section 2: The process of forming a tenure relinquishment agreement is initiated by meeting with the Dean or Director. A tenure relinquishment proposal is then developed, often going through a number of drafts, to assure that the agreement meets the needs of the University and the faculty member. After discussing possibilities and preferences, the Provost will prepare a final agreement that can be signed, further refined or forgotten. Once executed, the tenure relinquishment agreement can be amended by mutual agreement in writing.

Section 3:

The parties agree to review the effectiveness and purpose of the tenure relinquishment program in subsequent negotiations.

C. Post-Retirement Employment

Section 1.

Bargaining unit members may apply to continue their employment with the University after the date of their retirement, consistent with the applicable rules and regulations of the Public Employees Retirement System (PERS).

Applications to continue employment under this section shall be approved at the discretion of the Dean of the College or the Library Director consistent with the needs of the University.

Section 2.

Bargaining Unit members shall provide written notice of their retirement date no less than one year prior to retirement. Notification shall be made to the respective Dean or Director, with a copy to Human Resources.

ARTICLE 16 – Responsibilities of Members

Tenured (Tenure-track) Faculty

Members of the bargaining unit shall be available to perform duties during the period of their contractual appointments, as defined by the Notice of Appointment. Duties are those normal duties commensurate with University teaching faculty positions, and generally include scheduled and unscheduled teaching; course and curriculum planning; provision of regularly scheduled office hours; scholarly activities; service on committees; attendance at college meetings, department and division meetings, spring commencement, and fall convocation; administrative activities as required by the college, department, and/or division; academic advising of students; assistance in the admission, orientation, and registration of students; student support service activities, and participation in those activities that relate to student recruitment and retention; professionally related public service, and other duties as assigned.

Fixed-Term Faculty

The Notice of Appointment, and/or course contract shall define the duration and the nature of duties to be performed during the contract period. Duties are those normal duties commensurate with University teaching faculty positions, and include scheduled teaching, provision of regularly scheduled office hours, administrative activities related to instruction, and regular contact with college, department, or division chairs or deans.

Additional duties shall be specified in writing and credited toward the FTE assignment of the faculty member. Duties so assigned may include scholarly activities; attendance at college meetings, department and division meetings, spring commencement, and fall convocation; administrative activities as required by the college, department, and/or division; and other duties.

Librarians

Members of the bargaining unit shall be available to perform duties during the period of their contractual appointments, as defined by the Notice of Appointment and the position description. Duties are those normal duties commensurate with University librarian positions, and generally include: assist faculty members in course and curriculum planning; provision of regularly scheduled office hours; scholarly activities; service on committees; attendance at library and University meetings, spring commencement, and fall convocation; administrative activities as required for the library and/or University; assistance in the admission, orientations and registration of students, student support service activities, and participation in those activities that relate to student recruitment and retention; professionally related public service; facilitating library operations and assisting patrons in their library needs during normal working hours; and other duties as assigned.

Distance Education

Members of the bargaining unit engaged in distance learning will perform duties in addition to those described of tenured, fixed-term, or librarians, as defined by a Memo of Expectation between the University Division of Distance Education and the contracted faculty member. These duties shall include, but are not limited to, providing instruction, preparing materials for

distance delivery, and providing the equivalent of online availability and timely response and advising to students as appropriate to course delivery mode.

All bargaining unit members will abide by the reasonable rules, policies, and ethical standards of the University.

ARTICLE 17 - Progressive Sanctions

Section 1. Cause.

If a member is subject to sanction for just cause, such cause for the imposition of sanctions is defined as follows:

- a) Failure to carry out responsibilities as defined in Article 16 - (Responsibilities of Members).

Failure to adhere to the reasonable rules and policies of the University, including the failure to perform the responsibilities of a faculty member, arising out of one's particular assignment, toward students, toward colleagues, or toward the institution in its primary educational and scholarly functions and secondary administrative functions of maintaining property, disbursing funds, keeping records, sponsoring activities, and protecting the health and safety of persons in the institutional community. Evidence to demonstrate cause under the standard set forth in this Subsection may include, but is not limited to, evidence of incompetence, gross inefficiency, default of academic integrity in teaching, research, or scholarship, and intentional or habitual neglect of duty, illegal and unethical activity, unexcused absence from assigned work.

Section 2. Procedures Regarding the Imposition of Sanctions: Sanctions Available.

Recognizing the importance of proper notice as it relates to corrective discipline, the parties agree that faculty members will be given explicit notice of any failure to adhere to the reasonable rules and policies of the University referenced in the paragraph above in a formal meeting with their dean or director. They may, at their request, be joined in this meeting by a union representative. Further, the parties agree that sanctions, when imposed, will progress 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 the imposition of severe sanctions in the first instance. Sanctions shall include oral reprimand, oral reprimand with notation to the personnel file, written reprimand, suspension without pay, temporary suspension from the assignment for which they are failing to meet professional obligations, and discharge. These sanctions are not intended to be sequential.

Section 3. Procedures for the Imposition of Sanctions.

- a) Sanction of Oral Reprimand. The sanction of oral reprimand may be imposed by the appropriate administrative officer if he/she believes that there is cause to warrant the sanction. The sanction of oral reprimand shall be imposed within ninety (90) days of the appropriate administrator's knowledge of the act, failure to perform, or condition on which the sanction is based.
- b) Sanction of Oral Reprimand with Notation to File. The sanction of oral reprimand with notation to file may be imposed by the appropriate administrative officer if he/she believes that there is cause to warrant the sanction. The sanction or oral reprimand with notation to file shall be imposed within (90) days of the appropriate administrator's knowledge of the act, failure to perform, or condition on which the sanction is based.

After twelve (12) calendar months from the date of an oral reprimand with notation to file, if no further sanction has been imposed against a faculty member regarding this specific sanction, the notation shall be removed from the member's file.

- c) **Sanctions More Severe than Oral Reprimand.** Complaints alleging that a faculty member has engaged in conduct such as to warrant the imposition of sanctions more severe than oral reprimand shall be filed with the President of the University or a designee. Such complaints shall be in writing and shall state specifically the facts believed to constitute the grounds for the imposition of such sanctions. Upon receiving such written complaint, the President or designee shall promptly refer it to an appropriate administrative officer and shall also have a copy of the written complaint delivered in person to the faculty member or sent by certified mail to a last known address. If the administrator finds that there is no basis for a sanction, the administrator shall notify affected parties thereby terminating the process. The administrative officer shall fully explore the possibility of a settlement mutually acceptable to the faculty member and the officer. If no mutual settlement is effected, the following procedures shall apply:

1. **Written Reprimand.** If in the judgment of the administrative officer to whom the complaint has been referred, the preponderance of the evidence supports the complaint against the faculty member, the officer may determine that the imposition of a sanction of written reprimand is warranted.

After thirty-six (36) calendar months year from the date of a written reprimand, if no further sanction has been imposed against a faculty member regarding this specific sanction, the written reprimand or notation shall be removed from the member's file.

2. **Sanction More Severe than Written Reprimand** are as referenced in Section 2 above. If the appropriate administrative officer believes that a sanction more severe than a written reprimand is called for, a notice of intent to impose severe sanction shall be served by certified mail (with return receipt requested) to the member's address of record. The notice shall contain a description of the alleged act(s) or omission(s), date(s), time(s), place(s), and proposed sanction. In addition, the notice must inform the individual of their right to file a grievance under Article Eighteen of this Agreement within ten (10) days of receiving this letter. The Union shall concurrently receive the notice at the same time.

Other Sanctions for Cause

If no other severe sanctions are administered within thirty-six (36) calendar months after severe sanctions are imposed, all references to the sanctions shall be removed from the personnel file folder at the end of the period.

- d) **Suspension** of a faculty member during the investigation of a potential sanction is based on the severity of the allegation or if immediate harm to the member or others is threatened by the member's continuance. The member suspended shall be given a copy of the charge prior to their dismissal and given an opportunity to rebut the charges.

Section 4. Rights of Members.

The University shall conduct disciplinary conferences in private. Members shall have the right to AAP representation upon request.

The University and Associated Academic Professionals agree that the sanction procedures described in this Article shall supercede those procedures described in OAR 580-012-0010 (Oregon Administrative Rules).

ARTICLE 18 – Grievances

Section 1. Purpose. The purpose of this Article is to provide a procedure that will promote prompt and efficient investigation and resolution of grievances. The parties encourage informal resolution of grievances whenever possible and to that end encourage open communication between members and administrators so that resort to formal procedure will not normally be necessary. The University is not obligated to observe any other procedure for the resolution of grievances as that term is hereby defined.

Section 2. Resort to Other Procedures. If, prior to seeking resolution of a dispute by presenting a grievance hereunder, or while the grievance proceeding is in progress, a member seeks resolution of the matter through any agency outside the University, whether administrative or judicial, the University shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure or pursuant to Article 19 -Arbitration.

Section 3. Definitions.

- (a) The term “grievance” is defined as an allegation that there has been a violation, misinterpretation, or improper application of the provisions of this Agreement. The term “grievance” shall not include complaints related to matters of academic judgment.
- (b) “Grievant” means AAP or members of the bargaining unit alleging damage or injury by the act or omission being grieved.
- (c) “Day” means a day when classes or examinations are scheduled and held in accordance with the official academic calendar of the University, excluding Saturdays and Sundays. Summer Session days will not be counted as days for those members not employed during the summer session.
- (d) “Academic judgment” shall mean the judgment by faculty and administrators: 1. concerning academic standards, competence and performance as these relate to appointment, reappointment, promotion, tenure, or merit salary increases; and 2. concerning curricula and educational policy.

Section 4. General Provisions.

- (a) A grievant has the right of self-representation at any step in the grievance procedure and/or may choose to be accompanied by the Union or any other person.
- (b) If requested by Grievant, AAP 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.
- (c) A faculty member who is serving as grievance officer and files a grievance on his/her own behalf shall relinquish the role of grievance officer for the bargaining unit until dispute has been settled.
- (d) The parties may agree to modify the time limits in any step of the grievance procedure. At formal steps, agreement to modify time limits shall be in writing.
- (e) Failure at any step of this procedure to request review of a decision within the specified time limits, including any extensions thereof, shall be considered acceptance by the grievant of the decision rendered at the previous step. Failure of the administration to communicate the decision on the grievance at any step within the time limits, including any extension thereof, shall allow the grievant to proceed to the next step.

- (f) No member may take a grievance to arbitration except with the approval and participation of the AAP.
- (g) All grievances which proceed to formal settlement procedures, all requests for review, and all arbitration actions shall be submitted on forms attached to this Agreement as Appendices A, 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.
- (h) If the matter being grieved relates to an act or omission by the Provost or the President, the grievance may be presented at Step Two or Step Three, utilizing the grievance form.
- (i) A grievance may be withdrawn by a grievant at any time.
- (j) A grievance may not be presented under this Article for an act or omission which occurred prior to the effective date of this Agreement.

Section 5. Presentation of Grievances.

General. Time is of the essence in the presentation of grievances. The time limits provided below for the initial presentation of a grievance are measured from the date of the act; omission or commencement of condition upon which the grievance is based; or from such later date that the member knew or reasonably should have known of the act, omission, or commencement of the condition upon which a grievance is based.

Informal Procedure. The grievant and, if needed by the grievant to facilitate resolution, a member of the Associated Academic Professionals may discuss the grievance with the administrator most directly concerned in an attempt to resolve the grievance informally.

A grievance may be presented informally within twenty (20) days of the act, omission, or commencement of the condition on which the grievance is based. The administrator to whom the grievance is presented shall provide a written Agreement communicating a decision to the grievant within five (5) days of the presentation of the grievance.

Formal Procedure. If the matter is not satisfactorily resolved by informal means, the following formal grievance procedure may be involved. In no event, however, will a grievance be presented more than 30 days after the act, omission, or commencement of the condition on which the grievance is based. The 30-day limit will be extended for those members who are out of the country or are on an official leave of absence so that the member will have a reasonable time after returning to campus to present a grievance. The maximum extension granted will be for thirty (30) days.

Step One – Dean/Director Level. The grievance shall be presented on the grievance form (Appendix A). The grievance shall set forth the act, omission, or condition on which the grievance is based; the date thereof as precisely as possible; the specific provision of this Agreement which is alleged to have been violated, misinterpreted, or improperly applied; and the remedy sought.

Upon the grievant's written request, fifteen (15) days postponement of formal consideration shall be allowed for a further attempt to achieve informal resolution of the grievance.

The appropriate dean/director shall meet with the grievant within ten (10) days of receipt of grievance form (Appendix B), or within ten (10) days of the expiration of the period of

time allowed to Step One for informal resolution. The dean/director shall send a decision in writing to the grievant and the Associated Academic Professionals within ten (10) days of this meeting.

Step Two – Provost Level. If the grievant is not satisfied with the decision at Step One, a request for review (Appendix B) may be filed with the Provost within ten (10) days of date of the decision at Step One. The Provost or a designee shall meet with the grievant within ten (10) days of receipt of the request for review to discuss the grievance. The Provost shall send his/her decision concerning the grievance in writing to the grievant and to the Associated Academic Professionals within ten (10) days of such meeting.

Step Three – President's Level. If the grievant is not satisfied with the decision at Step Two, a request for review (Appendix B) may be filed with the President or designee within ten (10) days of the date of the decision at Step Two. The President or designee shall meet with the grievant within ten (10) days of receipt of this request, and the President or designee shall send a decision in writing to the grievant and to the Associated Academic Professionals within ten (10) days of such meeting.

Step Four – Chancellor's Level. If the grievant is not satisfied with the decision at Step Three, a request for review (Appendix B) may be filed with the Chancellor within ten (10) days of the decision at Step Three; or, the grievant may give written notice (Appendix C) to the President or designee of intent to proceed to arbitration. Notice of intent to arbitrate must be filed with the President of the University within twenty (20) days of date of the decision at Step Three.

If a request for review is filed with the Chancellor, the right to arbitrate the grievance is thereby waived. The Chancellor or a designee shall meet with the grievant within ten (10) days of receipt for review, and the Chancellor or designee shall send a decision in writing to the grievant and to the AAP within ten (10) days of such meeting.

ARTICLE 19 - Arbitration

Section 1. Arbitration of Grievances. If a grievance brought under Article 18 (Grievances) is not resolved at Step Three of that procedure, the Associated Academic Professionals may submit the matter to arbitration. Notice of intent to arbitrate (Appendix C) must be filed according to Article 20 - Notices and Communications within twenty (20) days of the date of the decision at Step Three. If no notice of intent to arbitrate is filed within the time limit, the right to arbitrate is thereby waived.

Section 2. Within twenty (20) days of receipt of notice of intent to arbitrate, the parties shall attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within twenty (20) days, the party initiating arbitration shall request the American Arbitration Association to submit a list of five (5) arbitrators.

Each party shall alternately strike a total of two (2) names from the list of five (5); the remaining person shall be selected as the arbitrator. The party with the burden of proof shall strike the first name.

If the arbitrator selected cannot hold the hearing or render a decision within the time limits provided herein and either party does not agree to an extension of time, a new list of five (5) names shall be requested from the American Arbitration Association and the selection procedure as provided herein shall be repeated.

Section 3. Submission Agreement. Prior to the date of arbitration, the parties shall attempt to draft a submission agreement. They shall attempt to agree on the precise issue to be submitted to arbitration, stipulation of facts, joint exhibits, and any other matter designed to expedite the arbitration process.

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

Section 4. Conduct of the Hearing. The arbitrator shall hold the hearing in La Grande, Oregon, Eastern Oregon University, unless otherwise agreed to by the parties.

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

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

proceed with the hearing.

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 contesting an “academic judgment” as defined in Section 3, Article 18 (Grievances). In cases involving “academic judgment” or other administrative judgment involving the exercise of discretion, the arbitrator shall not substitute his/her judgment for that of the faculty or the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the provisions of 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 remand the matter to the appropriate official to be reconsidered in accordance with relevant procedural steps. In such case, the arbitrator may not 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. If such as arbitration award results in continuing a member in employment beyond the time of the effective date of timely notice of nonrenewable of an appointment, the award shall also waive further timely-notice appointments; and with respect to a member whose timely notice is related to the last year before indefinite tenure must be granted (OAR 580-021-0120 and 580-021-0125), any extension of an appointment will be deemed to be in accordance with OAR 580-021-0130.

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.

The arbitrator’s award may or may not be retroactive as the equalities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days before the date the grievance was initially filed, or the date on which the act or omission occurred, whichever is later.

Section 7. Arbitrator’s Decision. The arbitrator derives his 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 issue submitted, provided that either party may appeal the decision on the basis of repugnance to law, jurisdiction, or that the arbitrator exceeded authority granted by this Agreement.

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

The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue submitted.

Section 8. Costs. All fees and expenses of the arbitrator shall be borne by the party not prevailing in the arbitration. Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if any, shall be borne by the party calling the witness. The cost of any transcripts required by the arbitrator shall be divided equally between the parties and each party shall be furnished a copy thereof. If either party wishes a transcript of the hearing, it may have one made at its own expense, but shall provide the arbitrator and the other party a copy at no charge.

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

Section 10. Precedent. No complaint informally resolved at any stage shall constitute a precedent for any purpose.

ARTICLE 20 – Notices and Communications

The University and the Association will send all customary or required notices or communications, unless otherwise provided herein, by First Class U.S. Mail addressed as follows.

For the Union

President
Associated Academic Professionals
Eastern Oregon University
One University Blvd.
La Grande, OR 97850

For the University

University Provost
Eastern Oregon University
One University Blvd.
La Grande, OR 97850

For the Oregon University System

System Director of Labor Relations
Office of the Chancellor
PO Box 751
Portland, OR 97207-0751

ARTICLE 21 – Separability

Consistent with the provisions of ORS 243.702 Section 1, it is the expressed intent of the parties that in the event any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire Agreement. All other provisions not declared invalid shall remain in full force and effect.

ARTICLE 22 – Negotiation of Successor Agreement

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

The parties shall schedule a May meeting to begin negotiations.

ARTICLE 23 – Duration of Agreement

Effective the date of ratification by both parties reflected in this article and as reflected in the Preamble, this Agreement shall cover the term July 1, 2009 through June 30, 2011, unless specifically provided otherwise herein.

For AAP

Greg Monahan
AAP Chief Negotiator and Vice President for
Collective Bargaining

Linda Reed-Jerofke
AAP President and Bargaining Team

Ken Watson
AAP Bargaining Team

Joe Corsini
AAP Bargaining Team

Gerry Ramey
AAP Bargaining Team

For the University

Robert O. Davies
President

Michael Jaeger
EOU Chief Negotiator and Interim Provost and Vice
President for Academic Affairs

Sarah Witte
Associate Vice President
for Academic Affairs

Virginia Key
Vice President for Finance and Administration

Michael Cannon
Dean, Division of Enrollment Services

The State of Oregon acting by and through the
Oregon University System on behalf of Eastern Oregon University

Jay Kenton, Vice Chancellor for Finance & Administration, OUS

Rick Hampton, System Director of Labor Relations

ARTICLE 24 – Personnel Files

Section 1. The University shall maintain personnel files for the faculty. The official member personnel files will be maintained in the Human Resources Department and the Office of the Dean of the College or the Director of the Department to which the faculty member is assigned.

Section 2. The individual shall have access to examine his or her file during normal business hours under conditions which protect the integrity of the files, except for excised portions as per OAR 580-022-0100(2)(3). The faculty member shall have the right to copies of his or her file, subject to Human Resources Office policy. The faculty member may be accompanied by one representative of his or her own choice at the time the file is examined.

Section 3. The source of all materials in the personnel file shall be identified. No unauthorized or anonymous materials shall be contained in the personnel file (OAR 580-022-0075).

Section 4. The following information shall be maintained in the personnel file: applications for employment and related documents; academic transcripts; employment contracts, leaves, resignations, terminations; retirement information; official personnel actions and recommendations, including official letters of commendation or reprimand; and faculty information reports. Subject to Human Resources policy, a faculty member shall have the right to submit additional relevant information to be placed in his or her personnel file.

Section 5. If a faculty member believes that his or her personnel file contains errors of fact or omission, the faculty member may petition, in writing, the Provost or his/her authorized designee, to remove or correct said information.

ARTICLE 25 – Affirmative Action

The University affirms its established policy of non-discrimination in employment. The University declares its determination to actively recruit, retain and promote qualified individuals. The Association agrees to support the University in the fulfillment of its affirmative action obligations as provided by State and Federal Statute.

ARTICLE 26 – Outside Employment

The University recognizes the paid and unpaid work performed by bargaining unit members outside the University. Members of the bargaining unit shall avoid legal and ethical conflicts of interest to ensure that their outside work activities do not conflict with the proper discharge of University responsibilities and Oregon University System rules.

ARTICLE 27 – Strike/Work Action

The Associated Academic Professionals, on behalf of its officers, agents, affiliates, and members, agrees not to engage in a strike, slowdown, walkout, refusal to report to work, mass absenteeism, or other interruptions of work during the term of the Agreement or during the negotiations for a successor Agreement.

The University agrees not to lock-out members of the unit during the term of the Agreement or during negotiations for a successor Agreement.

Article 28 -- Definitions

1. "AAA" means American Arbitration Association.
2. "Academic Judgment" means the judgment by faculty and administrators concerning academic standards, competence and performance as these relate to appointment, reappointment, promotion, tenure, or merit salary increases; and concerning curricula and educational policy.
3. "ASEOU" means the Associated Students of Eastern Oregon University.
4. "Association," "Union" or "AAP" means Associated Academic Professionals, American Federation of Teachers (AFT) Local 6200, AFL-CIO.
5. "Board Rules" means the Oregon State Board of Higher Education.
6. "College" means an Academic unit within the University, e.g., The College of Business, the College of Arts and Science, The College of Education. The library is also an Academic unit for the purposes of this agreement.
7. "Days" means academic workdays in accordance with the official academic calendar of the University, excluding holidays and weekends. Summer Session days shall not be counted as days for those members not being employed during Summer Session.
8. "Deans" and/or "Deans and Director" means the Dean of the College of Arts & Sciences and Dean of the College of Education and Business, and the Director of the Library.
9. "Department" means academic department or the library.
10. "Designee" means a member of the University administration who is designated by the President of the University. The President shall notify the association of his/her designee at the beginning of this Agreement and if the designee is changed during the duration of the Agreement.
11. "Employee" means any person covered by the terms and conditions of this agreement as defined in Article One – Recognition.
12. EOU means Eastern or Eastern Oregon University.
13. "ERB" means the Employment Relations Board of the State of Oregon.
14. "Faculty" or "Faculty Member" shall refer to members of the bargaining unit.
15. "FTE" means full-time equivalent.
16. "FTE Calculation" means the number of load hours per full time equivalent.
17. "Member" means a public employee who is included in the bargaining unit.

18. "OSBHE" and "Board" mean the Oregon State Board of Higher Education and its agents.
19. "OUS" means Oregon University System.
20. "PEBB" means Public Employees Benefit Board.
21. "PECBA" means Public Employees Collective Bargaining Act.
22. "PERS" means Public Employees Retirement System, and its successors under State law.
23. "President" means the President of Eastern Oregon University.
24. "Program" includes department, programs, and other similar administrative units within the College of Arts and Sciences, the College of Education and Business that have a set of courses in an academic area approved by the OUS system to form a minor, major or concentration.
25. Pronouns of masculine, feminine, or neuter gender imply each other.
26. "Salary Rate" means the rate of pay computed by multiplying the employee's base salary by their Full Time Equivalent (FTE).
27. "Summer Session" means the time including all academic offerings in the pre-session, the regular eight-week session, and the post-session.
28. "Unit" or "bargaining unit" means the employees, collectively, certified for purposes of collective bargaining by the Oregon Employment Relations Board, February 24, 2003.
29. "University" or "EOU" means Eastern Oregon University and/or the Oregon State Board of Higher Education as the public employer. For purposes of this Agreement "University" is a legal term and is not used in the inclusive sense in which it refers to faculty, students, administration, programs, buildings, and campus.

Letter of Agreement

Evaluation of Fixed-Term Assistant Professors 2010-2011

Until such time when the process for evaluation of fixed-term assistant professors is determined by shared governance and set in the Promotion and Tenure Handbook, the following process will be utilized:

Fixed-term Assistant Professors will be evaluated each year. The evaluation of fixed term assistant professors will comprise the following:

By March 15, the faculty member will provide the dean the following:

- A brief annual report from the faculty member concerning each area of responsibility, teaching, service, outreach, and scholarship.
- Student evaluation summaries of all courses

The Dean shall meet with the faculty member to discuss the report and make suggestions where appropriate. S/he shall sign the report if it is deemed satisfactory. The Dean may employ the College Personnel Committee if needed.

**Letter of Agreement
2009-2010 Additional One-Time Only Professional Development Funds**

This letter agrees to provide faculty in the AAP bargaining unit with *additional one-time only* funding in the amount of \$40,000 for professional development. The funds must be expended before June 30, 2010.

\$40,000 will be used for Instructional Development awards (up to \$2500 for each award) using the expedited process and criteria outlined in bullets below.

- Work must be completed prior to September 15, 2010.
- Up to 16 faculty members who have *not* received a full or partial summer award for Summer 2010 are eligible.
- An amount up to \$2,500 per faculty member awarded will be paid by June 30, 2010 using the following guidelines:

Time Expectation	Type of Activity	Amount
40 hours of work	Individual course or courses redesigned to meet learning outcomes (GEC or Degree Program)	\$1,250
80 hours of work	Program-level work that maps learning outcomes benchmarks from GEC through Degree Program, that infuses a measureable high-impact practice into the lower-division curriculum, and/or the development of a new program that supports university learning outcomes	\$2,500

- The granting of the award will be based on meeting one or more of the following criteria that leads to course revision, improvement of teaching methodology and skills, and/or the application of best practices in teaching, learning, and assessment in the disciplinary field:
 - a) the redesign of an existing course or development of a new course in place of an existing course that will fulfill the requirements of the new University diversity requirement,

- b) the development of a GEC course or the redesign of a GEC course to better adapt the curriculum and pedagogy to address either Communication, Civic Engagement, or Inquiry core outcomes,
 - c) the infusion of “high impact practices” (i.e., undergraduate research, common assignments, etc.) into GEC or major courses that address GEC core outcomes, major program outcomes, or University Learning Outcomes,
 - d) the development of new courses/programs that are consistent with the University strategic plan and that will specifically focus on serving new student populations,
 - e) any focused plan of work that improves curriculum, maps student learning expectations in upper and lower division GEC and major courses, or enhances pedagogy to better serve Eastern Oregon University students.
- Faculty members shall write a one-page abstract of their proposal including at least one rationale from the above criteria. The proposals will be received by the Dean of the College and prioritized based on the relative impact on the strategic goals of the College. The College of Arts and Sciences/Library will have at least 10 awards, the College of Business at least 3, and the College of Education at least 3 awards each. Unused awards will be distributed to colleges that have more requests than slots. Recommendations from the deans will be transmitted to the Provost for confirmation.
 - Faculty members will provide the evidence of completion of proposed tasks to their College Dean by December 15, 2010. Evidences of completion may take the form of a faculty workshop, a colloquium, submission of curricular changes through the curriculum process, or a written report. Non-completion will be factored into any future consideration for any kind of professional development support.

Letter of Agreement

Study of UWR

In 2010-11, the administration will maintain UWR courses identified by the shared governance process as of June 30, 2010.

Until such time as the University completes a UWR study, there will be a moratorium on adding new UWR courses after June 30, 2010.

Temporary Load Adjustment

During the 2010-11 academic year only, bargaining unit members teaching a UWR course will receive a maximum one additional load credit, regardless of the number of UWR courses taught. This is limited to on-campus, on-site and online inload courses only.

Fitness Center Individual Pass for 2010-2011

The University agrees to provide bargaining unit members with access to the University's Fitness Center beginning July 1, 2010 through June 15th, 2011 as a pilot program.

The purpose of this pilot program is threefold:

- 1) To determine the degree to which the University Fitness Center may contribute to the positive health and well-being of the faculty member,
- 2) To determine the overall impact of faculty usage on the University Fitness Center as a function of space and facility and in consideration of its primary function to serve students, and
- 3) To determine the overall financial impact of the benefit over time.

Faculty members interested in an individual pass to the University's Fitness Center beginning in Fall 2010 shall follow instructions and enrollment time frames provided by the Human Resources Department.

Faculty members requesting an individual pass will be recorded as such in HR and will be required to claim the benefit as income.

Faculty members wishing to add family members to their individual passes may pay the differential to acquire a family pass.

Appendix A

Grievance Form

Name(s) of Grievant: _____

Grievant's Home address and phone number: _____

Campus Address: _____ Campus Phone Number: _____

Campus Email: _____.

Name, Campus Address, Campus email and phone number of Representative:

Please provide a brief description of the grievance, and cite the relevant article(s) of the Contract that have been violated, and date(s) of the alleged violation:

STATEMENT:

Relevant articles _____

Remedy sought:

Grievant's Signature: _____ Filing Date: _____.

Filed with: _____

STEP ONE

Employer's Response (Please attach additional pages if necessary, and return to grievant in a timely manner):

Appendix B

Grievance Review

- Having been denied a satisfactory resolution or having not been responded to in a timely manner at Step One, I hereby move the grievance to Step Two of the grievance procedure for review by the Provost. Please schedule a meeting with me to discuss resolution of this matter within 10 days from today's date, _____ **[PRINT DATE]**.

Provost's Response [Attach additional pages if necessary]

- Having been denied a satisfactory resolution or having not been responded to in a timely manner at Step Two, I hereby move the grievance to Step Three of the grievance procedure for review by the President. Please schedule a meeting with me to discuss resolution of this matter within 10 days from today's date, _____ **[PRINT DATE]**.

President's Response [Attach additional pages if necessary]

- Having been denied a satisfactory resolution or having not been responded to in a timely manner at Step Three, I hereby request review by the Chancellor of the Oregon University System. **I understand that in asking for review by the Chancellor, I am waiving my right to seek review before a neutral third-party arbitrator as provided for in the Collective Bargaining Agreement.** Please schedule a meeting with me within 10 days from today's date, _____ **[PRINT DATE]**.

Signed: _____

APPENDIX C: NOTICE OF INTENT TO ARBITRATE

The Associated Academic Professionals hereby gives notice of its intent to proceed to arbitration concerning the grievance of

_____, dated _____

which was not resolved satisfactorily at Step Three of the grievance procedure.

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

Name _____

Authorized Representative,
Associated Academic Professionals
Eastern Oregon University

Signature _____ Date _____

I hereby authorize the Associated Academic Professionals to proceed to arbitration with my grievance. I understand and agree that by filing this notice I hereby waive any rights concerning review by the Chancellor, the Oregon State Board of Higher Education, or judicial review as a contested case under the Administrative Procedures Act (ORS Chapter 183) of the decisions rendered at prior steps of the grievance procedure. I hereby authorize the Associated Academic Professionals and the University, or their 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 name _____

Grievant's signature _____ Date _____

**Appendix D.
Comparable Universities**

1. California State University, Stanislaus
2. University of Michigan, Flint
3. Mary Washington College
4. University of Wisconsin, Parkside
5. Plymouth State College
6. SUNY College at Fredonia
7. Southeast Missouri State University
8. Eastern Washington University
9. Southern Utah University
10. Fort Hays State University
11. Western Oregon University
12. Southern Oregon University
13. Eastern Oregon University