

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, 2016

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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 or its successors 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 included in the bargaining unit:

all regular full-time and part-time employees of Eastern Oregon University working as library and teaching faculty holding ranks including Professor, Associate Professor, Assistant Professor, Senior Instructor, Senior Instructor II, and Instructor, and excluding those employees represented in another bargaining unit, those who teach as online adjuncts, supervisors as defined by 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

Vacant permanent positions will be posted on an EOU web page, except for sabbatical replacements and other temporary appointments.

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

1) Definitions

- a. Layoff is a condition where the contract of a bargaining unit member¹ would be terminated at some point during the contract or tenure period as a result of retrenchment or financial exigency.
- b. Reduction in force 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.

¹ "Bargaining Unit Member", "faculty member" and "Library Faculty" are used interchangeably throughout this Article and have the same meaning.

- c. Retrenchment is defined as program (major, minor, and/or concentration) reductions or eliminations. Retrenchment 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.
- d. Financial Exigency is defined as a state of affairs that may arise as a result of a variety of circumstances including but not limited to: 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:

- i. maintain essential programs and services
- ii. finance the full compensation of all tenured faculty
- iii. finance the full compensation of fixed term appointments within the period of appointment;
- iv. finance the full compensation of all other faculty until the end of an appointment, including the providing of timely notice.

2) Layoff Process

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

a. Notification

1. At any time that the President finds that the University's financial condition is such that a declaration of retrenchment or financial exigency may become unavoidable, the President or designee shall immediately notify AAP and the members of the bargaining unit.
2. Within five (5) days after issuance of such notice in Section 2.a.i, 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.
3. Prior to the conclusion of the meeting described in Section 2.a.ii, a date and time will be established when comments and recommendations will be due in the President's Office. The time allowed in which to submit

such comments and recommendations will be no less than fifteen (15) days.

The President will give thoughtful consideration to such comments and recommendations as are submitted by the established date and 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. Such meeting shall be requested and held no later than five (5) days after receipt of the comments and recommendations called for in Section 2.a.3.

4. After fulfilling the requirements of Section 2.a.3, the President may declare that retrenchment is necessary or a financial exigency exists.

b. Review and Implementation

1. After a declaration is made, the President shall submit a draft plan to AAP that will include tentative eliminations, reductions, or reassignments to program (major, minor, and/or concentration) and permit AAP to submit comments and recommendations to his/her office by no later than fifteen (15) days after receipt of the draft plan. The draft plan should contain the number of faculty to be terminated or reassigned by department, academic discipline, program, degree, and any other relevant supporting information including financial information informing the situation.
2. The President or designee will meet with the AAP to review the AAP comments and recommendations received by no later than five (5) days after the period for comment and recommendations in Section 2.b.1 expires.
3. The President will then prepare a final plan for Reduction, Reallocation, or Elimination, and will notify programs (major, minor, and/or concentration) etc., affected by the plan. The final plan will be made public to the University community.
4. The publication of the final plan to the University community serves to close this Section. Any additional program (major, minor, and/or concentration) reductions or eliminations not published in the plan will require the Article to be invoked again.

5. The President's final plan is not grievable under the collective bargaining agreement, except to allege a violation of Section G.2 of this Article.

c. Order of Layoff

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

1. Order of layoffs with a program (major, minor, and/or concentration):
 - a. Faculty on fixed-term appointments with less than .5 FTE;
 - b. Faculty on fixed-term appointments with greater than .5 FTE;
 - c. Faculty on annual tenure appointments (tenure-track);
 - d. Faculty on indefinite tenure appointments.
2. Within each of the categories above in Subsection 1.a-d, layoffs shall be made in inverse order according to time in rank in each category ("Length of time in rank" shall include time spent on sabbatical leaves.)

d. Notification Procedures

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

1. 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.
2. For faculty on annual tenure appointments, the University will provide the following notice:
 - a. During the first annual appointment, at least three months' notice given prior to expiration of the appointment;
 - b. In the second year of service, at least six months given before expiration of the appointment; and,

- c. In the third and subsequent years, at least 12 months' notice that may be given at any time.

*Part-time faculty on annual tenure appointments shall receive the same notice as described above, except that the length of timely notice for part-time faculty members shall be calculated in terms of FTE years of service rather than in calendar years.

- 3. For faculty on indefinite tenure appointments, the University will provide notice twelve (12) months prior to termination.
- e. 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.
 - f. 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 d.1-3, above) as is deemed possible by the President given the circumstances requiring the declaration.
 - g. Prior to the effective date of layoff, the University will make a good faith effort to place faculty members 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 in finding suitable employment elsewhere. This shall include for a period not to exceed one year from the date of layoff, the faculty member retaining email and library privileges and agreeing to hold the University harmless for any misuse of these privileges.
 - h. Eligible laid-off faculty members will be placed on a recall list. Any offers of reinstatement within a program (major, minor, and/or concentration) shall be made in inverse order to the order of layoff. Faculty members 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.
 - i. Any offers of reinstatement will be made for 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 list expires (as noted below in Section k or until the faculty member notifies the University in writing that he or she no longer wishes to return.
 - j. A faculty member recalled from layoff shall be offered re-employment at the same rank and at a salary rate not less than which he/she received at the time of layoff.

Faculty members 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.

k. Recall List

1. Faculty on fixed-term appointments with more than 72 work load hours who are laid off shall be placed on the recall list for one year.
2. Annual and Indefinite Tenure Faculty. Although annual and indefinite tenure faculty may be laid off, they shall not be terminated except as provided below.

Faculty members on indefinite tenure appointments 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 appointments 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.

3) Reduction in Force

Non-renewal of contracts for bargaining unit members on fixed-term appointments 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 programs (major, minor, and/or concentration) 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.

a. Reduction in Force Process

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

1. The President shall develop a draft plan for programs (major, minor, and/or concentration) reduction, reallocation, or elimination. The draft plan will contain the number of fixed-term appointments, by college which will be non-renewed or have their appointment reduced from the previous 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 (major, minor, and/or concentration) affected by the plan. The final plan will be made public to the University community.
4. The publication of the final plan to the University community serves to close this Section. Any additional program (major, minor, and/or concentration) reductions or eliminations not published in this plan will require the Article to be invoked again.
5. The President's final plan is not grievable under the collective bargaining agreement, except as to allege a violation of Section G.3.

b. Order of Reduction in Force

If the President's final plan includes reduction in force of bargaining unit members, the order of non-renewal within a program (major, minor, and/or concentration) shall be as specified in Subsections 1 and 2 below.

1. Order of non-renewal within a programs (major, minor, and/or concentration):
 - a. Faculty on fixed-term appointments with less than .5 FTE);
 - b. Faculty on fixed-term appointment with .5 FTE and above);
2. Within each of the categories above in Subsection (a) and (b), reductions shall be made in inverse order according to the time and rank in each category. (Length of time in rank shall include time spent on sabbatical leaves).

c. 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. This shall include for a period not to exceed one year from the date of layoff, the

faculty member retaining email and library privileges and agreeing to hold the University harmless for any misuse of these privileges.

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.
3. Any offers of reinstatement within a program (major, minor, and/or concentration) 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 he/she received at the time of reduction in force.

ARTICLE 3: UNION RIGHTS

Section A. Union Rights to Facilities & Campus Communications

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.

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.

Section 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.

Section 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.

Section 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.

Section E. Totality of Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, the University and the Union had the unlimited right and opportunity, consistent with previously adopted 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.

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

Section F. Released Time For Union Business

Up to six members of the AAP negotiating team shall 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 Committee duties one month prior to the beginning of negotiations through ratification, but not released from Committee duties during any time the parties agree to suspend negotiations.

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

The University shall grant one course release per academic year to the AAP President upon request. AAP shall reimburse the University for the salary of the AAP President for the FTE of the course release. Upon request, the University shall grant one course release for one term per

academic year to the AAP Chief Negotiator during the bargaining process. AAP shall not reimburse the University for the release time for the AAP Chief Negotiator.

Section G. Dues/Payroll Deduction

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.

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.

Section H. Fair Share

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) calendar days after the effective date of their employment.

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.

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 A. 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 B. 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: TYPES OF FACULTY APPOINTMENTS

Introduction

The University employs two basic types of instructional faculty members, one with tenure and tenure track, and the other with 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; however, depending on the needs of the University, they may be called upon for academic service and/or outreach.

Section A. Fixed-Term Faculty

Fixed-term faculty members are appointed at a rank of Instructor, Senior Instructor I, or Senior Instructor II. The duties of a fixed-term faculty member, whether in a full-time or a part-time

assignment, consist largely of instruction unless otherwise specified in the Notice of Appointment following the guidelines of load below.

1) Load

Instructors/Senior Instructor I: A full-time assignment (1.0 FTE) from which no service or outreach is expected shall consist of 45 load hours. Instructional load for part-time assignments will be calculated using a 15 load hours per term or 45 load hours per year, depending on the duration of the appointment.

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 I 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.

Senior Instructor II: A full-time assignment (1.0 FTE) shall consist of 45 load hours. The fixed-term Senior Instructor II rank will have two load options. If the needs of the program are such that no service, outreach, and/or scholarship are required for the position, the load assignment will consist of 45 instructional hours. If the needs of the program are such that service, outreach, and/or scholarship are required for the position, the load assignment will consist of 36 instructional hours and 9 hours assigned as scholarship, service, and outreach, or some combination thereof. Senior Instructor II's will receive compensation according to the Assistant Professor salary matrix.

Senior Instructor II positions are not meant to be permanent, but should be regarded by deans and program faculty as a position occupied either by clinical or practicing professionals, or by faculty preparing for a tenure-track opening in the program. The position and its designated load option described above are required to be re-evaluated in the third and the sixth year after the initial hire, but re-evaluation of the designated load option may occur in any year upon request by the program faculty and based upon the projected needs of the program. If the Senior Instructor II position is not converted to tenure line, the position will remain as Senior Instructor II.

- a. Initial appointment at the rank of Senior Instructor II requires:
- The position has been advertised at the rank with the instructional and service load requirements announced.
 - The applicant must have a minimum qualification of a Master's Degree or equivalent. An equivalency may be considered for professional fields where specific experience and additional education may justify the rank. In each case where an equivalency is recommended, deans will file a rationale with the Provost's Office.
- b. Fixed-term Senior Instructor II faculty members will be evaluated each year according to criteria in the Promotion and Tenure Handbook. After a third successful annual evaluation, evaluations will occur every third year correlated with required evaluation of the position based on program needs.

Faculty members who hold the rank of fixed-term Assistant Professor on or before July 1, 2014, shall remain in that rank.

2) Conditions of Appointments

Once a fixed-term faculty member is appointed at rank or promoted, that rank 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 appointments dependent on the needs of the University.

Fixed-term faculty are not eligible for tenure, nor does service in this rank automatically count toward the tenure probationary period upon appointment 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.

a. 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.

b. Appointments for two or more years

Multiple year appointments will be made by the hiring manager in the instructional area and will be specified in the Notice of Appointment. Those individuals on multiple year appointments are not eligible for indefinite tenure but may be considered for tenure-related positions when vacancies occur.

3) Promotion

Promotion of Instructor or Senior Instructor I to Senior Instructor II will follow the Personnel, Process and Procedure Handbook

4) 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 University. Such formal notification is given also to part-time faculty members.

5) 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.

Fixed-term faculty members with an FTE appointment of .5 or greater will receive a 9-month Notice of Appointment.

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 B. Tenure and Tenure Track Appointments

1) 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 instructional load hours per academic year, plus an additional 9 load hours for scholarship/creative endeavor, community outreach, and service to the University. For descriptions of tenure and tenure track appointments of Library Faculty, see Article 7—Library Faculty.

Ranks of Tenure/Tenure Track Faculty shall be:

- 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, 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 College, and University.
 - Demonstrated leadership in service to the community, region, or State.

- Generally have at least twelve years of college-level teaching or professional experience.

d) Library Faculty (See Article Seven).

2) 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 for a total of 45 load credits per academic year.

Annual Tenure

Annual tenure appointments, also known as tenure track, 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.

3) 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 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.

4) 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.

5) 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.

6) 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.

Section C. 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. 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 normally be hired into the rank of Assistant Professor or higher. However, in consultation with program faculty, if program needs are such that service, outreach, or scholarship are not necessary, visiting faculty may be hired into the rank of Instructor, Senior Instructor I, or Senior Instructor II.

Faculty on “Visiting” status at the ranks of Assistant Professor 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. Faculty on “Visiting” status at the Instructor ranks shall have a full-time load of 45 instructional credits. The qualifications, pay and FTE for Visiting Faculty shall be comparable to the rank into which they are hired.

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, not to exceed four years duration.

ARTICLE 6: EVALUATION, REVIEW AND PROMOTION OF FACULTY

Introduction

Evaluation, review and promotion of fixed term, annual tenure and indefinite tenure faculty shall be conducted according to the prevailing policies and procedures as stated in the Eastern Oregon University Faculty Personnel Process and Procedure Handbook.

Changes to the procedures shall be introduced to the system of shared governance for meaningful consideration. Changes to the evaluation, tenure, and promotion review process shall be finalized and published by the University prior to the 15th of May effective the following academic year. In the event of changes to the system of evaluation, promotion, tenure or post-tenure review, the Administration shall send a copy of the process to AAP.

Section A. Fixed-term Faculty Evaluation

- 1) Faculty on fixed-term appointment will be evaluated each year during the first three years, and every third year thereafter, according to criteria set forth in the Personnel Process and Procedure Handbook.
- 2) Based on these evaluations, fixed-term faculty 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 Article 6, Section 1, Item E.

Section B. Annual Tenure and Indefinite Tenure Faculty Evaluation

- 1) Faculty on annual tenure and indefinite tenure appointments will be evaluated according to criteria spelled out in the Personnel Process and Procedure Handbook.

Violations of the procedural steps of the Personnel Process and Procedure handbook are grievable and arbitrable under this Agreement.

ARTICLE 7: LIBRARY FACULTY

Section A.

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.

Section B.

All candidates seeking a library faculty position are expected to provide, either through academic or professional experience, evidence of and continuing potential for:

- 1) Professional performance of assigned responsibilities;
- 2) Professional activity, research, scholarship and/or creative activity;
- 3) Contributions to University governance service and mission.

Section C. Qualifications for Rank of Library Faculty

- 1) Assistant Professor. A master's degree in Library & Information Science, includes, but is not limited to a M.L.S., or M.L.I.S. An ALA approved master's degree in Library &

Information Science from an accredited program shall normally be required in addition to the minimum rank criteria stated in (2) above.

2) 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.

a) Demonstrated excellence in Library & Information Science. Effective Library & Information Science 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.

b) Demonstrated competence in scholarship.

c) Demonstrated service to the University

d) Demonstrated service to the community, region, or State.

3) Professor. Meet requirements for Assistant Professor and a doctorate in Library & Information Science 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.

a) Demonstrated excellence and leadership in Library & Information Science

b) Demonstrated a record of scholarship

c) Demonstrated service and leadership to the University

d) Demonstrated leadership in service to the community, region, or State

Section D. Procedures for Promotion Tenure

The procedures for Library Faculty Promotion and Tenure are contained in the Eastern Oregon University Faculty Personnel Process and Procedure Handbook.

ARTICLE 8: SABBATICAL LEAVE

Introduction

The University understands that sabbaticals are an important element that contributes directly to the development, recruitment, and retention of high-quality faculty.

The University shall normally grant a minimum of 3 full sabbatical leaves in an academic year. If less than 3 full sabbatical leaves are to be funded, then between October 15 and November 1, the Provost or designee and President of AAP or designee shall meet to discuss the number of sabbaticals the University will fund for the following fiscal year (July 1 through June 30).

The University may cancel any or all sabbaticals if prior to March 1 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.

Section 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) Once granted a sabbatical, a faculty member becomes eligible for subsequent sabbatical leaves every seventh year of employment.
- 4) 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.

Section B. Salary

Salary received by an academic staff member during a sabbatical shall be calculated as follows:

- 1) 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.
- 2) 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.
- 3) 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.

Section C. Section 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)

Section D. 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.

Section E. 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.

Section F. Sabbatical Incentive Program

Subject to the amount specified in Article 11, Section 2, Item 3 (Scholar Awards), the University shall generally grant a full faculty scholar award for the summer leading into the sabbatical for faculty and Library Faculty with approved year-long sabbatical proposals that include, within the proposal, a component to be undertaken during the summer preceding the proposed sabbatical. Partial and full faculty scholar awards shall generally be granted for the summer leading into the sabbatical for faculty and Library Faculty 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 Library Faculty 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	Embed Paragraph in Two-Term Sabbatical Proposal requesting a full award	None Required

Section G. 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.

Section H. 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

Section 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.

Section 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.

Section C. Worker's Compensation

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

Section 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.

Section 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.

Section F. FMLA

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

ARTICLE 10: SALARY

Section A. Faculty Salaries for the period July 1, 2013 through June 30, 2014

- 1. Faculty salaries for the period July 1, 2013 through June 30, 2014 shall be frozen at the level they were for July 1, 2012 through June 30, 2013, as shown below:

**Salary Matrix I
July 1, 2013 through June 30, 2014**

Step	Instructor		Senior Instructor		Ass't Professor/Ass't Professor in Library		Assoc. Professor/Assoc. Professor in Library		Professor/Professor in Library	
	Low	High	Low	High	Low	High	Low	High	Low	High
0	31,365	31,679			41,481	41,895				
1	31,679	31,996			41,895	42,314				
2	31,996	32,316			42,314	42,737				
3	32,316	32,639	35,432	35,786	42,737	43,164				
4	32,639	32,966	35,786	36,143	43,164	43,596				
5	32,966	33,296	36,143	36,506	43,596	44,032	48,700	49,187		
6	33,296	33,629	36,506	36,871	44,032	44,471	49,187	49,679		
7	33,629	33,965	36,871	37,239	44,471	44,917	49,679	50,175		
8	33,965	34,304	37,239	37,612	44,917	45,365	50,175	50,678		
9	34,304	34,648	37,612	37,988	45,365	45,819	50,678	51,184		
10	34,648	34,995	37,988	38,368	45,819	46,278	51,184	51,697		
11	34,995	35,344	38,368	38,751	46,278	46,740	51,697	52,213		

12	35,344	35,698	38,751	39,139	46,740	47,207	52,213	52,735	58,533	59,118
13	35,698	36,055	39,139	39,529	47,207	47,679	52,735	53,262	59,118	59,709
14	36,055	36,416	39,529	39,925	47,679	48,156	53,262	53,796	59,709	60,307
15	36,416	36,780	39,925	40,324	48,156	48,638	53,796	54,333	60,307	60,909
16	36,780	37,147	40,324	40,728	48,638	49,123	54,333	54,877	60,909	61,519
17	37,147	37,519	40,728	41,135	49,123	49,615	54,877	55,426	61,519	62,134
18	37,519	37,894	41,135	41,546	49,615	50,111	55,426	55,981	62,134	62,756
19	37,894	38,273	41,546	41,961	50,111	50,613	55,981	56,540	62,756	63,383
20	38,273	38,656	41,961	42,381	50,613	51,119	56,540	57,106	63,383	64,018
21					51,119	51,630	57,106	57,678	64,018	64,657
22					51,630	52,146	57,678	58,253	64,657	65,303
23					52,146	52,667	58,253	58,837	65,303	65,956
24					52,667	53,194	58,837	59,425	65,956	66,616
25							59,425	60,018	66,616	67,282
26							60,018	60,619	67,282	67,956
27							60,619	61,224	67,956	68,635
28							61,224	61,837	68,635	69,322
29							61,837	62,455	69,322	70,015
30							62,455	63,080	70,015	70,715
31							63,080	63,710	70,715	71,422
32							63,710	64,348	71,422	72,136
33							64,348	64,991	72,136	72,857
34							64,991	65,641	72,857	73,586
35							65,641	66,297	73,586	74,321

Section B. Faculty Salaries for the period July 1, 2014 through June 30, 2015

1. Faculty salaries for the period July 1, 2014 through January 31, 2015 shall be adjusted accordingly:
 - a. All non-red-circled faculty who were employed at least nine months at EOU during the 2014-2015 academic year shall be paid an annual salary within the range provided for by their rank and step, and a cost of living allowance, as follows:

Rank	Number of Steps	Initial Salary July 1, 2014
Instructor	21	\$31,365
Senior Instructor	18	\$35,432
Senior Instructor II	25	\$41,481
Assistant Professor	25	\$41,481
Associate Professor	31	\$48,700
Professor	24	\$58,533

Salary Matrix II July 1, 2014 through January 31, 2015

Step	Instructor		Senior Instructor		Ass't Professor/Ass't Professor in Library		Assoc. Professor/Assoc. Professor in Library		Professor/Professor in Library	
	Low	High	Low	High	Low	High	Low	High	Low	High
0	31,365	31,679			41,481	41,895				
1	31,679	31,996			41,895	42,314				
2	31,996	32,316			42,314	42,737				
3	32,316	32,639	35,432	35,786	42,737	43,164				
4	32,639	32,966	35,786	36,143	43,164	43,596				
5	32,966	33,296	36,143	36,506	43,596	44,032	48,700	49,187		
6	33,296	33,629	36,506	36,871	44,032	44,471	49,187	49,679		
7	33,629	33,965	36,871	37,239	44,471	44,917	49,679	50,175		
8	33,965	34,304	37,239	37,612	44,917	45,365	50,175	50,678		
9	34,304	34,648	37,612	37,988	45,365	45,819	50,678	51,184		
10	34,648	34,995	37,988	38,368	45,819	46,278	51,184	51,697		
11	34,995	35,344	38,368	38,751	46,278	46,740	51,697	52,213		
12	35,344	35,698	38,751	39,139	46,740	47,207	52,213	52,735	58,533	59,118
13	35,698	36,055	39,139	39,529	47,207	47,679	52,735	53,262	59,118	59,709
14	36,055	36,416	39,529	39,925	47,679	48,156	53,262	53,796	59,709	60,307
15	36,416	36,780	39,925	40,324	48,156	48,638	53,796	54,333	60,307	60,909
16	36,780	37,147	40,324	40,728	48,638	49,123	54,333	54,877	60,909	61,519
17	37,147	37,519	40,728	41,135	49,123	49,615	54,877	55,426	61,519	62,134
18	37,519	37,894	41,135	41,546	49,615	50,111	55,426	55,981	62,134	62,756
19	37,894	38,273	41,546	41,961	50,111	50,613	55,981	56,540	62,756	63,383
20	38,273	38,656	41,961	42,381	50,613	51,119	56,540	57,106	63,383	64,018
21					51,119	51,630	57,106	57,678	64,018	64,657
22					51,630	52,146	57,678	58,253	64,657	65,303
23					52,146	52,667	58,253	58,837	65,303	65,956
24					52,667	53,194	58,837	59,425	65,956	66,616
25							59,425	60,018	66,616	67,282
26							60,018	60,619	67,282	67,956
27							60,619	61,224	67,956	68,635
28							61,224	61,837	68,635	69,322
29							61,837	62,455	69,322	70,015
30							62,455	63,080	70,015	70,715
31							63,080	63,710	70,715	71,422
32							63,710	64,348	71,422	72,136
33							64,348	64,991	72,136	72,857
34							64,991	65,641	72,857	73,586
35							65,641	66,297	73,586	74,321

2. Faculty salaries for the period February 1, 2015 through June 30, 2015 shall be adjusted accordingly:

- a. All non-red-circled faculty who were employed at least nine months at EOU during the 2015-2016 academic year shall be paid an annual salary within the range provided for by their rank and step, and a cost of living allowance, as follows:

Rank	Number of Steps	Initial Salary July 1, 2014	Step Increase on 2/1/15	COLA Increase on 2/1/15
Instructor	21	\$31,365	1%	0.5%
Senior Instructor	18	\$35,432	1%	0.5%
Senior Instructor II	25	\$41,481	1%	0.5%
Assistant Professor	25	\$41,481	1%	0.5%
Associate Professor	31	\$48,700	1%	0.5%
Professor	24	\$58,533	1%	0.5%

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Salary Matrix III February 1, 2015 through June 30, 2015

Step	Instructor		Senior Instructor		Senior Instructor II		Asst Professor		Associate Professor		Professor	
0	31,522	31,837			41,688	42,104	41,688	42,104				
1	31,837	32,156			42,104	42,526	42,104	42,526				
2	32,156	32,478			42,526	42,951	42,526	42,951				
3	32,478	32,802	35,609	35,965	42,951	43,380	42,951	43,380				
4	32,802	33,131	35,965	36,324	43,380	43,814	43,380	43,814				
5	33,131	33,462	36,324	36,689	43,814	44,252	43,814	44,252	48,944	49,433		
6	33,462	33,797	36,689	37,055	44,252	44,693	44,252	44,693	49,433	49,927		
7	33,797	34,135	37,055	37,425	44,693	45,142	44,693	45,142	49,927	50,426		
8	34,135	34,476	37,425	37,800	45,142	45,592	45,142	45,592	50,426	50,931		
9	34,476	34,821	37,800	38,178	45,592	46,048	45,592	46,048	50,931	51,440		
10	34,821	35,170	38,178	38,560	46,048	46,509	46,048	46,509	51,440	51,955		
11	35,170	35,521	38,560	38,945	46,509	46,974	46,509	46,974	51,955	52,474		
12	35,521	35,876	38,945	39,335	46,974	47,443	46,974	47,443	52,474	52,999	58,826	59,414
13	35,876	36,235	39,335	39,727	47,443	47,917	47,443	47,917	52,999	53,528	59,414	60,008
14	36,235	36,598	39,727	40,125	47,917	48,397	47,917	48,397	53,528	54,065	60,008	60,609
15	36,598	36,964	40,125	40,526	48,397	48,881	48,397	48,881	54,065	54,605	60,609	61,214
16	36,964	37,333	40,526	40,932	48,881	49,369	48,881	49,369	54,605	55,151	61,214	61,827
17	37,333	37,707	40,932	41,341	49,369	49,863	49,369	49,863	55,151	55,703	61,827	62,445
18	37,707	38,083	41,341	41,754	49,863	50,362	49,863	50,362	55,703	56,261	62,445	63,070
19	38,083	38,464	41,754	42,171	50,362	50,866	50,362	50,866	56,261	56,823	63,070	63,700
20	38,464	38,849	42,171	42,593	50,866	51,375	50,866	51,375	56,823	57,392	63,700	64,338
21					51,375	51,888	51,375	51,888	57,392	57,966	64,338	64,980
22					51,888	52,407	51,888	52,407	57,966	58,544	64,980	65,630
23					52,407	52,930	52,407	52,930	58,544	59,131	65,630	66,286
24					52,930	53,460	52,930	53,460	59,131	59,722	66,286	66,949
25									59,722	60,318	66,949	67,618
26									60,318	60,922	67,618	68,296
27									60,922	61,530	68,296	68,978
28									61,530	62,146	68,978	69,669
29									62,146	62,767	69,669	70,365
30									62,767	63,395	70,365	71,069
31									63,395	64,029	71,069	71,779
32									64,029	64,670	71,779	72,497
33									64,670	65,316	72,497	73,221
34									65,316	65,969	73,221	73,954
35									65,969	66,628	73,954	74,693

Section C. Faculty Salaries for the period July 1, 2015 through June 30, 2016

1. Faculty salaries for the period July 1, 2015 through January 31, 2016 shall be adjusted accordingly:
 - a. All non-red-circled faculty who were employed at least nine months at EOU during the 2015-2016 academic year shall be paid an annual salary within the range provided for by their rank and step as follows:

Rank	Number of Steps	Initial Salary February 1, 2015	Step Increase 11/1/15	Step Increase 11/1/15
Instructor	21	\$31,522	1%	1%
Senior Instructor	18	\$35,609	1%	1%
Senior Instructor II	25	\$41,688	1%	1%
Assistant Professor	25	\$41,688	1%	1%
Associate Professor	31	\$48,944	1%	1%
Professor	24	\$58,826	1%	1%

2. Salary Matrix III governs.
3. Faculty salaries for the period February 1, 2016 through June 30, 2016 shall be adjusted accordingly:
 - a. All non-red-circled faculty who were employed at least nine months at EOU during the 2015-2016 academic year shall be paid an annual salary within the range provided for by their rank and step, and a cost of living allowance, as follows:

Rank	Number of Steps	Initial Salary February 1, 2015	COLA Increase 2/1/16
Instructor	21	\$31,522	3.5%
Senior Instructor	18	\$35,609	3.5%
Senior Instructor II	25	\$41,688	3.5%
Assistant Professor	25	\$41,688	3.5%
Associate Professor	31	\$48,944	3.5%
Professor	24	\$58,826	3.5%

Salary Matrix IV
February 1, 2015 through June 30, 2016

Step	Instructor		Senior Instructor		Senior Instructor II		Asst Professor		Associate Professor		Professor	
0	32,625	32,952			43,147	43,578	43,147	43,578				
1	32,952	33,281			43,578	44,014	43,578	44,014				
2	33,281	33,614			44,014	44,454	44,014	44,454				
3	33,614	33,950	36,855	37,224	44,454	44,898	44,454	44,898				
4	33,950	34,290	37,224	37,595	44,898	45,347	44,898	45,347				
5	34,290	34,634	37,595	37,973	45,347	45,801	45,347	45,801	50,657	51,163		
6	34,634	34,980	37,973	38,352	45,801	46,258	45,801	46,258	51,163	51,675		
7	34,980	35,330	38,352	38,735	46,258	46,722	46,258	46,722	51,675	52,191		
8	35,330	35,682	38,735	39,123	46,722	47,188	46,722	47,188	52,191	52,714		
9	35,682	36,040	39,123	39,514	47,188	47,660	47,188	47,660	52,714	53,240		
10	36,040	36,401	39,514	39,909	47,660	48,137	47,660	48,137	53,240	53,774		
11	36,401	36,764	39,909	40,308	48,137	48,618	48,137	48,618	53,774	54,311		
12	36,764	37,132	40,308	40,711	48,618	49,104	48,618	49,104	54,311	54,854	60,885	61,493
13	37,132	37,504	40,711	41,117	49,104	49,595	49,104	49,595	54,854	55,402	61,493	62,108
14	37,504	37,879	41,117	41,529	49,595	50,091	49,595	50,091	55,402	55,957	62,108	62,730
15	37,879	38,258	41,529	41,944	50,091	50,592	50,091	50,592	55,957	56,516	62,730	63,356
16	38,258	38,639	41,944	42,364	50,592	51,097	50,592	51,097	56,516	57,082	63,356	63,991
17	38,639	39,026	42,364	42,788	51,097	51,608	51,097	51,608	57,082	57,653	63,991	64,630
18	39,026	39,416	42,788	43,215	51,608	52,124	51,608	52,124	57,653	58,230	64,630	65,277
19	39,416	39,811	43,215	43,647	52,124	52,646	52,124	52,646	58,230	58,811	65,277	65,929
20	39,811	40,209	43,647	44,084	52,646	53,173	52,646	53,173	58,811	59,400	65,929	66,590
21					53,173	53,704	53,173	53,704	59,400	59,995	66,590	67,255
22					53,704	54,241	53,704	54,241	59,995	60,593	67,255	67,927
23					54,241	54,783	54,241	54,783	60,593	61,201	67,927	68,606
24					54,783	55,331	54,783	55,331	61,201	61,812	68,606	69,292
25									61,812	62,429	69,292	69,985
26									62,429	63,054	69,985	70,686
27									63,054	63,684	70,686	71,392
28									63,684	64,321	71,392	72,107
29									64,321	64,964	72,107	72,828
30									64,964	65,614	72,828	73,556
31									65,614	66,270	73,556	74,291
32									66,270	66,933	74,291	75,034
33									66,933	67,602	75,034	75,784
34									67,602	68,278	75,784	76,542
35									68,278	68,960	76,542	77,307

Section D. 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.

Section E. Promotion

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

Section F. Offsets

1. Ph.D. in Economics, 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%.
3. Discipline representative stipends continue as current practice and status quo until college restructuring or administrative structure for academic units is determined. Upon restructuring, this section will be reopened.

Section G. Overload Compensation

1. The Deans schedule and manage overload.
2. Courses that are part inload and part overload will be compensated at the per course credit hour rate (\$1,061) for the overload portion of the course
3. The University determines rate structure for overload classes it offers, seated or asynchronous, as follows:

- a. Bargained overload pay is defined as remuneration given by the University during the academic (9-month) calendar for all overload beyond the full-time faculty appointment.
- b. Summer Session instruction shall be compensated at the same rates noted in c and d below.
- c. Overload pay for undergraduate courses shall be compensated at the following rates:
 1. For courses enrolling less than 20 students, \$47.50 per student per credit hour.
 2. For courses enrolling 20 or more students, \$1,061 per credit hour.
- d. Overload pay for graduate courses shall be compensated at the following rates:
 1. For courses enrolling less than 20 students, \$68.50 per student per credit hour.
 2. For courses enrolling 20 or more students, \$1,370 per credit hour.

Section H. 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 2/9th's of such salary. For Library faculty on 12 month contracts, salary will be calculated at 1.22 of the base salary pursuant to Article 7.

Section I. Mutual Commitment

1. Statement of Mutual Goals

AAP and Eastern Oregon University are mutually committed to the aim of providing faculty and Library Faculty 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.

2. 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 J. 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

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.

Section A. Faculty Travel Funds and the Faculty Scholar Program

1. The Faculty Travel Fund

- a. 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.
- b. 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.
- c. The total amount of funding for this category is:

\$60,000 for 2013-2014

\$60,000 for 2014-2015

\$60,000 for 2015-2016

2. Faculty Scholars Program

- a. 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 Library Faculty are encouraged to

apply for the Faculty Scholars Program summer salary awards and the professional opportunities that they provide.

- b. 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 Library Faculty 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 Library Faculty who may need support to develop a research agenda, and 3) exceptionally strong proposals from faculty who have demonstrated excellence in scholarship.

Section B. Award Process

1. 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/Library Faculty 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:

- a. 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.
- b. 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.

- c. 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 Library Faculty, 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 Library Faculty 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.

2. 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.

3. 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.

4. Scholar Awards

The amount of funding available in for all awards is as follows:

2013-2014: \$110,500

2014-2015: \$110,500

2015-2016: \$87,000

Section C. 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 D. 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 assigned by the College Dean in consultation with program faculty. 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 and full-year graduates is equal to one load hour.
3. Science Labs utilize a 1.0 load factor (that is, each 3 hour lab is counted as 3 load hours).
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. (THEA 255, 355, Rehearsal & Performance, are taught together and is calculated as: 3 credit x 1.5 = 4.5 load hours, rounded down to 4. THEA 150, 250, 350, and Acting I, II, III are 4 credits x 1.25 = 5 load hours. THEA 351, 450, 451, and Acting IV, V, VI are 3 credits x 1.25 = 3.75 load hours, rounded up to 4. THEA 264 Set Construction, THEA 265 Lighting and THEA 266 Costume are 3 credits x 1.3 = 4 load hours.)
7. High impact courses and the learning associated with them are valued by EOU and are managed by the college Dean, in consultation with program faculty, for frequency of offering and loading using the following guidelines. The courses listed below are inloaded as follows:

Practicum and Student Research (non-lab based)

- 1 load credit = 1 to 6 students
- 2 load credits = 7 to 12 students.
- 3 load credits = 13 to 18 students
- Full load credits = 19 or more students

Practicum and Student Research (lab-based)

- 1 load credit = 1 to 2 students
- 2 load credits = 3 to 4 students
- 3 load credits = 5 to 6 students
- Full load credits = 7 or more students

Capstones

- 1 load credit = 1 to 3 students
- 2 load credits = 4 to 6 students
- 3 load credits = 7 and 8 students

- Full load credits = 9 or more students
 - In none of the above courses will load credits exceed course credits
8. The Voice – The faculty member assigned to assist students with the student newspaper will be given 2 load hours per term. Duties associated with these load hours include ensuring that students enroll for practicum or internship credits on a per term basis.
 9. Load hours associated with shared responsibilities for courses ("team teaching") will be determined by the College dean.
 10. 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.
 11. Faculty who have sole responsibility for facilitating HUM 101 or HUM 102 will receive one (1) load credit.
 12. 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.
 13. Teaching faculty must teach their full instructional load as outlined in their Notice of Appointment, unless release from their full instructional load has been awarded by the Dean and approved by the Provost. Anytime courses are cancelled it shall be the responsibility of the Dean to assign duties commensurate with the number of instructional load credits needed, and for which the faculty member is qualified, in order to bring the faculty member to full instructional loading (generally 36/9, with occasional deviations due to course release). It shall be the responsibility of the faculty member to accept such assignment. Where the faculty member refuses to accept such assignment, compensation shall be reduced in relation to the number of instructional load credits actually taught.

ARTICLE 13: SUMMER SESSION

Section A. Schedule

Summer Session appointments are made by the administrators charged to schedule summer session courses.

Section B. Appointments

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

Section C. Summer Salary

1. Base Salary for Undergraduate Required and Elective Courses.

The base salary for requires and elective courses enrolling less than 20 students will be \$47.50 per student credit hour and \$1,061 per credit for course enrolling 20 or more students.

2. Base Salary for Graduate Required and Elective Courses.

The base salary for graduate required and elective courses enrolling less than 20 students will be \$68.50 per student credit hour and \$1,370 per credit hour for courses enrolling 20 or more students.

ARTICLE 14: HEALTH AND WELFARE

Section A. Employer Contribution

For plan years January 1, 2013 to December 31, 2013 and January 1, 2014 to December 31, 2014, the Employer will contribute ninety-five percent (95%) of the premium costs of the coverage, and the employee will contribute five percent (5%).

For plan year January 1, 2015 to December 31, 2015, the Employer will contribute ninety-five percent (95%) of the premium costs of the coverage, and the employee will contribute five percent (5%). If for plan year January 1, 2015 through December 31, 2015 ninety-five percent (95%) of the statewide DAS/SEIU bargaining unit has an opportunity to choose between two (2) healthcare plans and full-time employees enroll in the least expensive PEBB health plan available to them, the Employer will contribute ninety-seven percent (97%) of the premium costs of the coverage and the employee will contribute three percent (3%).

For plan year January 1, 2016 through December 31, 2016, the Employer and Union will commence negotiations to discuss employer and employee contribution amounts as soon as practicable after announcement by PEBB of the plans and premium costs for the 2016 plan year. An agreement as to the employer and employee contribution rates will be reduced to writing, signed by the parties and made part of this Agreement

Section B. Eligibility

A contribution is made for faculty and Library Faculty 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 C. 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.

Section D. Fitness Center Pass

Faculty interested in an individual pass to the Fitness Center will need to follow instructions and enrollment time-frames provided by Human Resources. It is also important to note that, per IRS regulations, those faculty and staff requesting an individual pass will be required to claim the benefit as taxable income. Faculty and staff wishing to add family members to their individual passes may pay the differential to acquire a family pass.

The pass includes the institutionally operated Fitness Center and specific fitness activities periodically offered by the Division of Athletics (e.g. aerobics). The pass does not include outdoor recreation programming or rock wall access. In addition, access to the Fitness Center and fitness activities for faculty is subject to other scheduled activities and hours of operation established by the Division of Athletics.

Section E. Faculty Parking

Working with existing reserved and handicap spaces, AAP and EOU have identified a total of 40 faculty parking spaces as convenient for faculty access to instructional buildings.

- 10 spaces at the north end Zabel lot, 5 – eastside, 5 – westside
- 10 spaces in the northeast corner Loso lot, 5-north, 5-south
- 10 spaces at the northwest corner of Badgley lot, wrapping around the southwest corner of the greenhouse
- 10 spaces in the Inlow lot, east and west sides of the center median

Section F. Athletic Events

Each faculty member is entitled to general admission, plus one, to every regular season home athletic event.

ARTICLE 15: RETIREMENT AND EARLY RETIREMENT

Tenure and tenure track bargaining unit members shall provide written notice of their retirement date no less than one year prior to retirement. Fixed-term bargaining unit members shall provide written notice of their retirement date no less than six months before the beginning of the Fall term prior to retirement. Notification shall be made to the respective Dean or Director, with a copy to Human Resources.

Section A. Retirement

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.
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 B. 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 C. IAP

1. 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.
2. 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.

3. 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).
4. In no case shall there be a six percent (6%) increase under both 2 and 3.
5. The above provisions regarding the IAP and the six percent employee contribution are not applicable to members in the ORP.

Section D. Newly Hired Faculty

Bargaining unit members hired on or after July 1, 2014 who have never worked for another Oregon PERS employer, are considered a Tier IV employee for PERS/OPSRP or ORP.

Section E. Union Duties

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.

Section F. Tenure Relinquishment

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.
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.

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

Section G. Post-Retirement Employment

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.

2. It is the responsibility of the individual retiree to ensure he or she remains within the appropriate hours worked (1039 under Tier I and II, or 600 under OPSRP) as directed by PERS rules and regulations.

ARTICLE 16: RESPONSIBILITIES OF MEMBERS

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

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 and program 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 or program 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.

Library 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 and the position description. Duties are those normal duties commensurate with University Library Faculty 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.

ARTICLE 17: PROGRESSIVE SANCTIONS

Section A. 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 B. 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 C. Procedures for the Imposition of Sanctions.

1. 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) calendar days of the appropriate administrator's knowledge of the act, failure to perform, or condition on which the sanction is based.
2. 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) calendar 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 with written notice to the current faculty member upon removal.

3. 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:

- a. 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 with written notice to the current faculty member upon removal.

- b. Sanctions 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.

4. 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 D. 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 supersede those procedures described in OAR 580-012-0010 (Oregon Administrative Rules).

ARTICLE 18: GRIEVANCES

Section A. 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. 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. The definition of “day” in this Article applies, unless mandated otherwise by federal or state statutory or regulatory requirements.
- 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 3. 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's designated official.
- 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 the grievant or Union 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 4. 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. This 30-day limit will begin upon return to campus for those members who are out of the country or are on an official leave of absence

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 request of either party, the appropriate dean/director shall meet with the grievant within ten (10) days of receipt of grievance form (Appendix A) The dean/director shall send a decision in writing to the grievant, the AAP grievance officer and the AAP President within ten (10) days of this meeting, or within ten (10) days of receiving the grievance form if no meeting is held.

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. Upon request of either party, the Provost or a designee shall meet with the grievant within ten (10) days of receipt of the request for review. The Provost shall send his/her decision concerning the grievance in writing to the grievant, the AAP grievance officer, and the AAP President within ten (10) days of such meeting or within ten (10) days of receiving the request for review if no meeting is held.

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. Upon request of either party, 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,

AAP grievance officer, and the AAP President within ten (10) days of such meeting or within ten (10) days of receiving the request for review if no meeting is held.

If the grievant is not satisfied with the decision at Step Three, 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 or designee within twenty (20) days of date of the decision at Step Three.

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.

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.

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, the first matter to be decided is the arbitrator's jurisdiction to act. If arbitrability is in dispute between the parties, the arbitrator shall decide the question of arbitrability first. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time, or the scheduled date if the issue of arbitrability was brought to the arbitrator's attention before the hearing, 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 at any time

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 seek to vacate the decision in accord with applicable law.

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

Office of the Chancellor
Office of General Counsel
PO Box 751 Mail Code: CHAN
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 SUCCESSION AGREEMENT

For the purpose of negotiating a successor agreement, the AAP will send written notice to the University no later than December 1 of the year prior to 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 no later than December 15 of the year prior to 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.

Following exchange of the above notices, the parties shall schedule a January meeting to begin negotiations.

ARTICLE 23: PERSONNEL FILES

Section A.

The University shall maintain personnel files for the faculty. The official member personnel files will be maintained in the Human Resources Department.

Section B.

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 C.

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 D.

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 E.

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 24: 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 25: OUSTIDE 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 26: STRIKE/WORK ACTION

The Associated Academic Professionals and its bargaining unit members agree not to neither cause nor 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, unless the requirements of ORS 243.712 through 243.726 have been satisfied.

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 27: 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. "Association," "Union" or "AAP" means Associated Academic Professionals, American Federation of Teachers (AFT) Local 6200, AFL-CIO.
4. "Board Rules" means the Oregon State Board of Higher Education.
5. "College" means an Academic unit within the University, e.g., The Colleges of Business and Education, the College of Arts and Science, The College of Education. The library is also an Academic unit for the purposes of this agreement.
6. "Days" means, unless otherwise specified, 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. This definition of “days” applies, unless otherwise specified in this Agreement, or mandated otherwise by federal or state statute or regulatory requirement.

7. “Deans” and/or “Deans and Director” means the Dean of the College of Arts & Sciences and Dean of the Colleges of Business and Education, and the Director of the Library.
8. “Employee” means any person covered by the terms and conditions of this agreement as defined in Article One – Recognition.
9. Eastern Oregon University means EOU, Eastern or University.
10. “ERB” means the Employment Relations Board of the State of Oregon.
11. “Faculty” or “Faculty Member” shall refer to members of the bargaining unit.
12. “FTE” means full-time equivalent.
13. “FTE Calculation” means the number of load hours per full time equivalent.
14. “Member” means a public employee who is included in the bargaining unit.
15. “OSBHE” and “Board” mean the Oregon State Board of Higher Education, or its successor.
16. “OUS” means Oregon University System, or its successor.
17. “PEBB” means Public Employees Benefit Board.
18. “PECBA” means Public Employees Collective Bargaining Act.
19. “PERS” means Public Employees Retirement System, and its successors under State law.
20. “President” means the President of Eastern Oregon University.
21. “Program” includes department, programs, and other similar administrative units within the College of Arts and Sciences, the Colleges of Business and Education that have a set of courses in an academic area approved by the OUS system or its successor to form a minor, major or concentration.
22. Pronoun usage is gender neutral.
23. “Salary Rate” means the rate of pay computed by multiplying the employee’s base salary by their Full Time Equivalent (FTE).


24. "Summer Session" means the time that occurs between the end of the Spring term and the start of the Fall term..
25. "Unit" or "bargaining unit" means the employees, collectively, certified for purposes of collective bargaining by the Oregon Employment Relations Board, February 24, 2003.

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ARTICLE 28: DURATION OF AGREEMENT

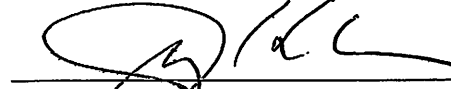
Effective the date of ratification by both parties reflected in this article and as reflected in the Preamble, this Agreement shall cover the term July 1, 2013 through June 30, 2016, unless specifically provided otherwise herein.

For AAP

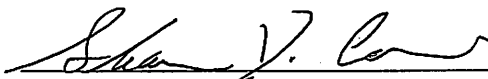


Joe Corsini
AAP Chief Negotiator

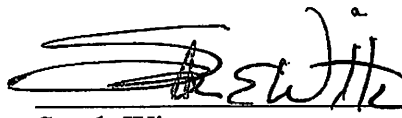
For EOU



Jay Kenton
Interim President



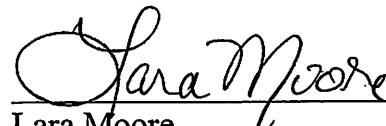
Shaun Cain
AAP President



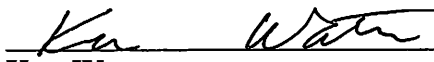
Sarah Witte
Interim Provost & Senior Vice President
for Academic Affairs



DeAnna Timmermann
AAP Bargaining Team



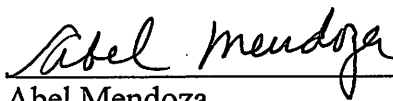
Lara Moore
Vice President for Finance and Administration




Ken Watson
AAP Bargaining Team



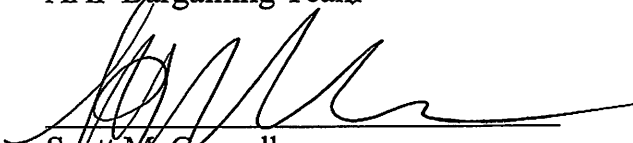
Art Doherty
Director of Human Resources



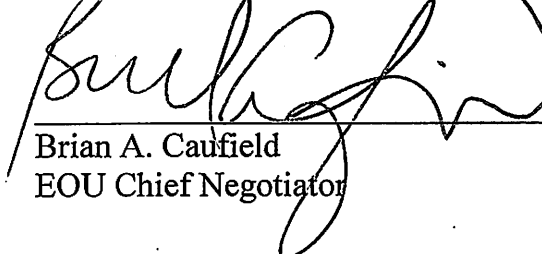
Abel Mendoza
AAP Bargaining Team




Jacque Naegle
Assistant Director of Human Resources



Scott McConnell
AAP Bargaining Team



Brian A. Caufield
EOU Chief Negotiator



Cathy Dyck
The State of Oregon
acting by and through

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: _____

Appendix B

Grievance Review

STEP TWO (Attach decision of dean/director):

- 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.
- I do not request a meeting. Please issue your written response to this matter within 10 days from today's date, _____ [PRINT DATE]
- I request a meeting. Please schedule a meeting with me to discuss resolution of this matter within 10 days from today's date, _____ [PRINT DATE].

STEP THREE (Attach decision of Provost or designee):

- 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.
- I do not request a meeting. Please issue your written response to this matter within 10 days from today's date, _____ [PRINT DATE].
- I request a meeting. Please schedule a meeting with me to discuss resolution of this matter 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 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