

CENTRAL WASHINGTON UNIVERSITY
AND
UNITED FACULTY OF CENTRAL WASHINGTON UNIVERSITY
September 1, 2013 – August 31, 2017

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE 1 - DEFINITIONS	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - MANAGEMENT RIGHTS	2
ARTICLE 4 - UNION RIGHTS	3
ARTICLE 5 - FACULTY SENATE AND SHARED GOVERNANCE	5
ARTICLE 6 - ACADEMIC FREEDOM.....	6
ARTICLE 7 - NON-DISCRIMINATION, SEXUAL HARASSMENT, & WORKPLACE VIOLENCE.....	6
ARTICLE 8 - APPOINTMENTS.....	8
ARTICLE 9 - TENURED AND TENURE-TRACK FACULTY.....	10
ARTICLE 10 - NON-TENURE-TRACK FACULTY	12
ARTICLE 11 - COACHES.....	13
ARTICLE 12 - DEPARTMENT CHAIRS.....	14
ARTICLE 13 - PROFESSIONAL RESPONSIBILITIES.....	17
ARTICLE 14 - CONFLICTS OF INTEREST.....	18
ARTICLE 15 - WORKLOAD	19
ARTICLE 16 - COMPENSATION AND BENEFITS.....	22
ARTICLE 17 - SICK LEAVE/DISABILITY LEAVE	28
ARTICLE 18 - SABBATICAL	29
ARTICLE 19 - OTHER LEAVES OF ABSENCE	33
ARTICLE 20 - FACULTY FILES	37
ARTICLE 21 - INTELLECTUAL PROPERTY RIGHTS.....	38

ARTICLE 22 - REAPPOINTMENT, TENURE, PROMOTION, & POST-TENURE REVIEW	38
ARTICLE 23 - RETIREMENT	46
ARTICLE 24 - DISCIPLINARY ACTION/JUST CAUSE	46
ARTICLE 25 - RETRENCHMENT	46
ARTICLE 26 - LABOR-MANAGEMENT COUNCIL.....	49
ARTICLE 27 - GRIEVANCE AND COMPLAINT PROCEDURE	49
ARTICLE 28 - STRIKES AND LOCKOUTS	54
ARTICLE 29 - GENERAL PROVISIONS	55
ARTICLE 30 - ERGONOMICS AND WORK PLACE SAFETY	55
ARTICLE 31 - DURATION OF AGREEMENT.....	56
APPENDIX A – INSTRUCTIONAL AND SERVICE WORKLOAD.....	57
APPENDIX B – INTELLECTUAL PROPERTY	60
APPENDIX C – SUMMER SESSION FACULTY SALARY PRORATION POLICY	72
APPENDIX D – OFFICIAL GRIEVANCE/COMPLAINT FORM.....	73
APPENDIX E – JUST CAUSE GUIDELINES.....	74

PREAMBLE

This Agreement is initiated between the Central Washington University, the Employer, hereinafter referred to as the “University,” and the United Faculty of Central/UFC, hereinafter referred to as the “Union,” in support of the University’s mission.

Central Washington University’s mission is to prepare students for responsible citizenship, responsible stewardship of the earth, and enlightened and productive lives. The University and Union both recognize that an effective and harmonious working relationship will facilitate achievement of common objectives and provide an environment conducive to academic excellence.

ARTICLE 1 - DEFINITIONS

- 1.1 “Academic Year” means the Fall, Winter and Spring quarters.
- 1.2 “Financial Exigency” means a severe financial circumstance, such that the University must discontinue or reduce programs, or which may result in layoffs of faculty. “Financial Exigency” as used in this Agreement is to be interpreted according to this definition, and no other.
- 1.3 “SEOI” or “Student Evaluation of Instruction” means an evaluation of a faculty member’s instructional performance in a specific course. The evaluation is an assessment tool used by the faculty and University and is completed by the students.
- 1.4 “Substantive Academic Judgment” means a decision regarding the workload of a tenured or tenure-track faculty member (as defined by the provision of ARTICLE 15 -WORKLOAD), reappointment, promotion in rank, tenure, and post-tenure review which may be the subject of a Complaint but may not be the subject of a Grievance, as those terms are defined in ARTICLE 27 -GRIEVANCE AND COMPLAINT PROCEDURE.
- 1.5 “Summer Session” means the self-supported instructional programs and courses offered between the end of the Spring quarter and the beginning of the Fall quarter.

ARTICLE 2 - RECOGNITION

- 2.1 Pursuant to the provisions of Chapter 41.76 RCW, the University recognizes the Union as the exclusive bargaining agent for the bargaining unit defined in Section 2.2 for the purpose of bargaining with the University on wages, hours, and other terms and conditions of employment.
- 2.2 The bargaining unit shall consist of those classifications as certified by the Public Employment Relations Commission in Case 17439-E-03-2833, Decision 8127-C as follows:

All full-time and regular part-time employees of Central Washington University who are either designated with faculty status by the faculty code, or perform faculty duties as defined in the resolution adopted by the

faculty senate, excluding casual or temporary employees as defined in WAC 391-35-350, administrators, confidential employees, graduate student employees, postdoctoral and clinical employees, and employees subject to Chapter 41.06 or 41.56 RCW.

- 2.3 In the event a tenure-track or tenured faculty member's assignment changes in a manner that alters his/her bargaining unit status, the University will notify the Union of the proposed change in status. The Union will inform the University if it disagrees with the change in status within thirty (30) calendar days of receiving the University's notice. Upon such notification the parties will meet and confer, and if no mutual agreement is reached, the Union is free to pursue any appropriate recourse.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The University retains its rights to the general supervision of the institution and the control and direction of expenditures from the institution's funds. The University has the legal responsibility to carry out the educational mission of the institution. The University reserves and retains solely and exclusively all rights to manage, direct, and supervise all work performed and retains solely its management rights and functions.
- 3.2 Such rights are, by way of illustration, but not limited to:
- 3.2.1 determination and supervision of all policies, operations, methods, processes;
 - 3.2.2 determination of duties and responsibilities of bargaining unit members, size and type of academic and nonacademic staff, standards of employment-related performance evaluation, assignments, responsibilities to be performed, scheduling of these responsibilities, persons employed, promotion, transfer, non-appointment, non-renewal, reassignment, suspension, termination, or layoff of bargaining unit members;
 - 3.2.3 planning, establishment, modification, reorganization or abolition of programs and courses of instruction;
 - 3.2.4 determination of the acquisition, location, relocation, installation, operation, maintenance, modification, retirement, and removal of all its equipment and facilities and control of its property;
 - 3.2.5 determination of the means, methods, budgetary and financial procedures and personnel by which the University's operations are to be conducted; and
 - 3.2.6 determination of rules, regulations, and policies not inconsistent with this Agreement, and therewith to require compliance.
- 3.3 These rights shall be exercised so as to not conflict with this Agreement.

ARTICLE 4 - UNION RIGHTS

- 4.1 The Union shall have the right to have deducted from the salary of its members an amount equal to the fees and dues required for Union membership. Dues deductions shall begin upon written authorization by the faculty member. The Union shall provide written notice to the payroll office of the Union's dues for each level of membership for that academic year no later than September 15th. Dues deductions shall be made in equal installments throughout the academic year, with deductions beginning with the first payroll immediately following timely submission of the deduction authorization.
 - 4.1.1 Once a faculty member on a quarterly or annual contract has had deductions taken, any deductions in subsequent contract periods shall automatically begin with the first pay period.
 - 4.1.2 Deductions shall remain in effect until such time as the individual faculty member is no longer an employee of the University, or until revoked by written authorization by the individual faculty member.
 - 4.1.3 Dues deducted shall be remitted to the Union within a reasonable time after the issuance of the payroll checks, along with a list of enrolled members and the amount deducted.
 - 4.1.4 The Union will indemnify and hold the University harmless against any liability which may arise by reason of any action taken by the University to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.
- 4.2 After the beginning of each quarter the University shall provide the Union with a quarterly roster of all bargaining unit members. The list shall include available home addresses and home phone numbers. The Union will be notified of all newly hired faculty, and notified of those who have withdrawn membership.
- 4.3 The Union and its representatives shall have the right to schedule the use of University facilities to transact Union business subject to standard facilities use policies and procedures. Where standard facility charges exist, the Union will pay the same rate as any other outside, non-University, client.
- 4.4 The University will allow the Union to lease a suitable office space on campus for the duration of this Agreement. The lease shall be drafted to cover all expenses associated with the office space.
- 4.5 Duly authorized representatives of the Union shall be permitted to transact official Union business on University property at all reasonable times. Such Union business will be conducted in a manner that is not disruptive to University operations.
- 4.6 At its election and expense, the Union may have installed and may maintain bulletin boards in University buildings frequented by faculty members for purposes of communicating with its members. Installation of any such bulletin boards shall be

arranged with the University in advance. Materials placed on Union bulletin boards must be identified as Union literature.

- 4.7 Union officers and stewards may make de minimis use of state-owned or operated e-mail, campus mail, fax machines, the Internet, or intranets for the exclusive purpose of administering this Agreement. State-owned or state-provided equipment, services or supplies may not be used for conducting internal Union business.
- 4.8 The Union shall be furnished copies of the agenda and other public information assembled for the regular and special meetings of the Board of Trustees. These materials shall be provided at the same time as they are distributed to the Board members. Approved minutes of all regular and special Board meetings shall be similarly distributed. Nothing in this section shall be construed to diminish the President's right to privileged correspondence for discussion in executive session. The Union shall have the right to appear at all open meetings of the Board of Trustees and to propose appropriate matters for the agenda consistent with applicable procedures.
- 4.9 The Union may, at its discretion, purchase up to ninety (90) workload units of reassigned time per academic year. The number of workload units and the dollar amount represented will be reassessed for every quarter, and the Union will be invoiced each quarter. To accomplish this, the Union will provide the Office of the Provost, by the deadlines listed below, with a list of those individuals whose time it will be buying for the upcoming academic quarter and the number of workload units allocated for that quarter.
- | | | |
|-------|---------|---------------------------------------|
| 4.9.1 | Quarter | Notification Deadline |
| | Fall | No later than May 15th, prior AY |
| | Winter | No later than November 15, prior Qtr. |
| | Spring | No later than February 5, prior Qtr. |
- 4.9.2 If the University does not receive an updated list by these dates, the invoice will be based on the information provided for the last Quarter for which an active list was received.
- 4.9.3 The University will generated all invoices in good faith, and any errors or changes will be dealt with by both parties in good faith.
- 4.9.4 For any such individuals, the Union will only be responsible for paying the salary cost of the affected member; the University will remain responsible for all benefit costs.
- 4.9.5 The Union will remit payment within thirty (30) days of receipt of an invoice for such workload reassignment
- 4.10 Unless otherwise agreed upon by the Union and the University, the University will post a copy of the current contract and any memos of understanding (MOUs) on its website within ten (10) business days of the last required signature.

- 4.11 With prior approval from the Office of the Provost, Union officers and stewards may be allowed time off without pay to attend Union-sponsored meetings, training sessions, conferences, and conventions; provided that the time off does not interfere with University operating needs or unduly disrupt the officer's or steward's assigned duties.
- 4.12 When requested, the Union may appoint representatives to serve on University committees. Service on committees when requested, service on a joint labor-management committee created to administer the terms of the Agreement, and service on the Union's bargaining committee, will count as University service and will be considered in determining workloads. UFC shall receive twenty (20) workload units to distribute among the members on the bargaining committee for this service in academic years during which the Union and the administration actively participate in formal contract negotiations. Faculty members on the labor management committee shall receive two (2) workload units for this service.
- 4.13 Service workload units purchased by UFC or provided by CWU (bargaining team or Labor Management Council) shall be included in faculty workload plans.

ARTICLE 5 - FACULTY SENATE AND SHARED GOVERNANCE

- 5.1 The University and the Union are committed to the principle of shared governance, subject to applicable law and Board of Trustee policy. As an illustration of shared governance, the parties recognize that a Faculty Senate has been established by the University's Board of Trustees.
- 5.2 The parties recognize that, when a collective bargaining representative has been recognized, the University functions best when the Union represents faculty interests on wages, hours, terms and conditions of employment and when a Faculty Senate addresses the academic and intellectual concerns of the faculty. Should these roles overlap, the Union will endeavor to work collegially with the Senate.
- 5.3 The Senate shall be concerned with making recommendations to the Board of Trustees, or its designee, on academic matters and issues relating to the intellectual life of the University, which are, by way of illustration, but not limited to:
- 5.3.1 Curricular, grading, and other issues of academic standards.
 - 5.3.2 Standards and policies for the admission, retention, and graduation of students, including transfer students.
 - 5.3.3 Standards and policies for the granting of honorary degrees and awards for students.
 - 5.3.4 Policy for minimum residence requirements for awarding a Central Washington University degree in a major field.

ARTICLE 6 - ACADEMIC FREEDOM

- 6.1 The University and the Union agree to recognize and adhere to the principles described in this Article. The parties acknowledge that the American Association of University Professors monograph, Policy Documents and Reports, was used as a source from which these principles were primarily drawn.
- 6.2 Faculty members are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline. Faculty members, in exercising speech as citizens, are entitled to precisely the same freedom and are subject to the same responsibility as attaches to all other citizens. However, as scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times strive to be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that they are not speaking for the institution.
- 6.3 Faculty members are entitled to freedom in the classroom in discussing subjects of expertise, in the conduct of scholarship in their fields of competence, and in the dissemination of the results of their scholarship. However, they should be careful not to introduce matter into their teaching and assessment strategies which has no relation to their subject.
- 6.4 Faculty members are responsible for maintaining high professional standards of scholarship and instruction in their fields of competence. In the conduct of scholarship, faculty members shall adhere to legal and ethical standards and procedures. The commitment to academic freedom in the conduct of scholarship does not imply that a faculty member's scholarship is not subject to critical review and judgment as to its quality and significance.

ARTICLE 7 - NON-DISCRIMINATION, SEXUAL HARASSMENT, & WORKPLACE VIOLENCE

- 7.1 The University and the Union agree that the parties will continue to comply with the equal opportunity/affirmative action in employment, specified in WAC 106-72-005, as follows:
- 7.1.1 The University will:
- (a) Recruit, hire, train, and promote persons in all job titles, without regard to race, color, creed, religion, national origin, sex, sexual orientation, gender identity and gender expression, age, marital status, disability, or status as a protected veteran.
 - (b) Ensure that all personnel actions such as compensation, benefits, transfers, terminations, layoffs, return from layoff, reduction in force (RIF), University-sponsored training, education, tuition assistance, and social and recreation programs, will be administered without regard to race, color, creed, religion,

national origin, sex, sexual orientation, gender identity and gender expression, age, marital status, disability, genetic information or status as a protected veteran.

- 7.1.2 Central Washington University is committed to affirmative action for Asian/Pacific Islanders, Blacks, Hispanics, AmericanIndians/Alaska Natives, women, persons forty years of age or older, persons of disability, and protected veterans. This commitment is expressed through the University's efforts to eliminate barriers to equal employment opportunity and improve employment opportunities encountered by these protected groups.
- 7.2 It is the policy of the University to maintain a work and academic community which is free from sexual harassment. Sexual harassment violates state and federal law and will not be tolerated. The University maintains and will continue to maintain, written policy that outlines the University's procedures for dealing with sexual harassment (*see* CWUP 2-35-050).
- 7.3 As stated in this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or career advancement; submission to or rejection of such conduct by an individual is used as a basis for employment decision or academic decision affecting such individual; or such conduct has the purpose or effect of unreasonably interfering with an individual's work or creating an intimidating, hostile or offensive work or academic environment.
- 7.4 The University is committed to maintaining a work environment that is as free as possible from acts or threats of violence or intimidation. The University will make reasonable efforts to ensure the safety and security of the University's employees, students, and faculty. The University maintains and will continue to maintain, written policy that outlines the University's procedures for dealing with domestic violence and violence in the workplace (*see* CWUP 2-30-040).
- 7.5 In the event that the provisions of the Washington Administrative Code or University policy referenced in this Article are changed or amended, the University will provide written notice of such changes to the Union, and such changes will be incorporated into the Agreement.
- 7.6 Complaints alleging discrimination and/or sexual harassment will be directed to the Office for Equal Opportunity, and will not be the subject of grievances under ARTICLE 27 -GRIEVANCE AND COMPLAINT PROCEDURE. Faculty members may, at their option, have Union representation at any meeting related to a complaint of discrimination or harassment under the University policy.

ARTICLE 8 - APPOINTMENTS

8.1 The available faculty ranks or titles shall be:

8.1.1 Tenured/Tenure-track faculty ranks:

Assistant Professor

Associate Professor

Professor

8.1.2 Non-tenure-track faculty titles:

Assistant Professor (provided that this title shall be restricted to those non-tenure-track faculty members who held the working title of assistant professor as of September 2005)

Senior Research Associate

Research Associate

Senior Lecturer

Lecturer

Visiting (fill in current title)

Coaches:

Head Coach

Senior Head Coach

Assistant Coach

Senior Assistant Coach

Honorary titles:

Emeritus Professor

Distinguished (fill in current rank) of Teaching/Scholarship/Service

8.2 The minimum qualifications for academic ranks and titles shall be as listed below. The rank or title, and salary assigned to a new faculty member will be established by the dean based on consideration of the position, the minimum qualifications, the candidate's credentials, the University's needs and resources, and the recommendation of the department. Credit for prior professional academic experience shall be determined by the

Provost, with input from the dean and department. Normally, new faculty members will be credited with no more than a total of two (2) years of prior experience towards tenure. All degrees referred to in this section must be granted by United States accrediting association approved institutions or equivalent. With approval of the Provost, professional experience and/or national reputation may be deemed equivalent to the minimum degree requirements.

- 8.2.1 Head or Assistant Coach: A combination of academic qualifications and professional experience suitable for the duties to be performed.
 - 8.2.2 Senior Head Coach or Senior Assistant Coach: A minimum of five (5) years experience coaching at least one-half time on an annualized basis at the University and demonstrated excellence as determined through a substantive review of the coach's performance as conducted by the Director of Athletics based on standards established by the department. Coaches who will meet the experience requirements at the conclusion of a quarter may apply for Senior status according to the quarterly timelines established in the Academic Calendar. If granted, Senior status shall take effect the following quarter.
 - 8.2.3 Lecturer: At least a master's degree in the discipline.
 - 8.2.4 Senior Lecturer: A minimum of five (5) years faculty experience at the University, completion of at least one-hundred thirteen (113) workload units, and demonstrated excellence as determined through a substantive review of the faculty member's cumulative performance conducted by the department and Dean. Lecturers who will meet the experience requirements at the conclusion of a quarter may apply for Senior Lecturer status according to the quarterly timelines established in the Academic Calendar. If granted, Senior Lecturer status shall take effect the following quarter.
 - 8.2.5 Assistant Professor: The terminal degree relevant for the discipline. ABD candidates may be appointed to the assistant professor rank if there is reasonable expectation that degree requirements can be completed within one year of start date.
 - 8.2.6 Associate Professor: The terminal degree relevant for the discipline and six (6) years of professional academic experience.
 - 8.2.7 Professor: The terminal degree relevant for the discipline and ten (10) years of professional academic experience.
 - 8.2.8 Visiting (fill in title): this title is used when title is retained from another institution or a tenure-track vacancy is filled on an interim basis by a full-time non-tenure-track faculty member.
- 8.3 A shared appointment is one in which two persons share the responsibility for performing the duties of one full-time tenure-track or tenured position that would normally be filled by one individual. If approved by the Provost, an appointment may be shared between

any two faculty members who contractually agree to share the single faculty position. The contracts of such appointments shall clearly specify the responsibilities, rights and benefits of each party.

- 8.3.1 Shared appointments may only be made within single departments.
- 8.3.2 Shared appointments shall be for one (1) full-time position.
 - (a) Each party to the shared appointment must be fully qualified for the responsibilities of the full-time position.
 - (b) In order to assure that each party to the shared appointment is eligible for full employee benefits, each appointee shall be responsible for one-half (1/2) of the normal load according to ARTICLE 15 -WORKLOAD of this Agreement.
 - (c) In University and departmental elections, each party to a shared appointment shall have one-half (1/2) of a single vote.
- 8.3.3 Each party to a shared appointment shall be evaluated individually for the purposes of assigning rank, reappointment and the award of tenure, merit and promotion. Consistent with the 50% appointment level, each individual will be evaluated according to the criteria and procedures listed in the appropriate sections of this Agreement as well as any additional criteria developed by departments. Parties to the shared appointment shall not evaluate each other.
- 8.3.4 In the event that one party to a shared appointment terminates or is terminated from the position, the remaining appointee shall have the option of continuing in that position as either a half-time or a full-time faculty member.
- 8.4 The terms of initial appointment for any faculty member will be consistent with the terms of this Agreement. Where there is a conflict between the terms of an offer or initial appointment letter and this Agreement, the terms of this Agreement shall be controlling. Where an initial appointment includes credit for prior service towards tenure and/or promotion as permitted by Sections 21.3.3(a) and 21.3.4, the amount of that credit must be specified in the initial appointment letter.

ARTICLE 9 - TENURED AND TENURE-TRACK FACULTY

- 9.1 Appointments to a tenure-track position shall be considered probationary.
 - 9.1.1 A probationary appointment is an appointment with a fixed term and no right to reappointment. A probationary employee has the right to serve the specified term of the appointment and may not be terminated without just cause during that term. Reappointment of probationary appointees follows the procedures as established in ARTICLE 22 -REAPPOINTMENT, TENURE, PROMOTION, & POST-TENURE REVIEW of this Agreement.

9.1.2 The circumstances under which a continuing probationary tenure-track appointment may be non-renewed at the expiration of any year-to-year term of such appointment are:

- (a) unsatisfactory performance at the time of the initial review; or
- (b) failure to make satisfactory progress toward tenure in the period between reviews by not remedying noted serious deficiencies, so that meeting professional standards for tenure awarded by the end of the probationary appointment is not likely. Such progress will be evaluated in accordance with department and college criteria as described in ARTICLE 22 - REAPPOINTMENT, TENURE, PROMOTION, & POST-TENURE REVIEW of this Agreement.

Where such an appointment is not renewed in these circumstances, then written notice of nonrenewal shall be given by the Office of the Provost.

9.1.3 The circumstances under which a continuing probationary tenure-track appointment may be terminated at any time during its course are:

- (a) failure to achieve the terminal degree in a timely manner as stipulated by the terms of the appointment. The stipulated period may be extended for good cause;
- (b) dismissal for just cause;
- (c) disability, in accordance with appropriate federal and state statutes;
- (d) layoff; and
- (e) resignation.

Except for terminal notice due to layoff, which is governed by the notice provisions of ARTICLE 25 -RETRENCHMENT, termination for any of these reasons shall be effective as of the date the University's final decision is given to the faculty member.

9.2 Tenure is the right to continuous appointment at the University with an assignment to a specific department until such time as the faculty member resigns, retires, abandons duties, is discharged for just cause, or is laid off in accordance with the provisions of ARTICLE 25 -RETRENCHMENT of this Agreement. Such continuous appointment shall be subject to the terms and conditions of this Agreement. Tenure is awarded by the Board of Trustees through the normal procedures set forth in ARTICLE 22 -REAPPOINTMENT, TENURE, PROMOTION, & POST-TENURE REVIEW of this Agreement. In addition, the Board of Trustees retains the right to award tenure on its own authority. Prior to confirming an award of tenure in an initial appointment, the University will first provide an opportunity for input from faculty in the affected department.

ARTICLE 10 - NON-TENURE-TRACK FACULTY

- 10.1 Non-tenure-track faculty are not eligible for tenure. Contracts offered to all non-tenure-track faculty shall be presented in a Letter of Appointment that states the effective dates of the appointment, the salary, the workload units of teaching (or other assigned responsibilities as outlined in ARTICLE 13 -PROFESSIONAL RESPONSIBILITIES), a description of the anticipated course assignment(s) or other work (including the campus and mode of delivery for anticipated instruction), and any agreed special stipulations. In the event that course offerings are changed in a way that would: (a) eliminate a course anticipated in a faculty member's Letter of Appointment; (b) require the faculty member to teach at a different campus; (c) require the faculty member to teach through a different mode of delivery; or (d) require alteration of a special stipulation contained in the Letter of Appointment, the department chair will discuss with the affected faculty member whether there are unassigned courses available that the faculty member is qualified to teach which can be substituted for the course(s) anticipated in the Letter of Appointment. In the event of a change impacting non-teaching duties, where possible, those duties shall be replaced by other similar responsibilities. The Letter of Appointment will be revised, with approval of the dean, to reflect any mutually agreed upon substitutions, or to reduce the agreed workload units if no such alternative is found.
- 10.1.1 Letters of Appointment will be provided to faculty members as early as practicable, but no later than the beginning of the pay period in which their start date falls. Exceptions shall be permitted for individual study courses (e.g., applied music, student supervision), and other emergency or unforeseeable circumstances (e.g., new courses/sections, reassignment).
- 10.1.2 A full-time workload for non-tenure-track faculty shall be forty-five (45) workload units per academic year or fifteen (15) workload units per quarter (see Article 15 -Workload). For full-time non-tenure-track faculty working in the library on an eleven (11)- month contract, the workload shall be fifty-five (55) workload units.
- 10.1.3 The parties agree that hiring non-tenure-track faculty on an annual or multi-annual basis is preferable when doing so is consistent with the University's needs and resources. This option may be utilized at the discretion of the Dean upon the recommendation of the Department Chair whenever appropriate. Based on University needs and resources, multi-year contracts may be offered (e.g., externally-funded positions, appropriate directorships).
- 10.1.4 Positions filled by faculty on a quarterly or annual basis for more than three (3) consecutive academic years shall be evaluated by the Dean, with input from the department, to determine if an annual or multi-annual contract would be appropriate.
- 10.1.5 If a course is cancelled within ten (10) working days after the quarter begins, and the University determines not to reassign the faculty member to another course, the faculty member will be paid for the portion of the quarter worked.

- 10.2 Non-tenure-track faculty on quarterly or annual contracts shall be evaluated by their department chair and personnel committee at least once per academic year, and their evaluations will be forwarded to the Dean. Non-tenure-track faculty on multi-year contracts shall be evaluated by their department chair and personnel committee in the final year of their contract, and their evaluations will be forwarded to the Dean. Evaluations shall be based on the work assigned in the Letter of Appointment. Performance of contract responsibilities which fall outside of a department will be evaluated by the appropriate supervisor.
- 10.2.1 Non-tenure track faculty will be provided with a copy of their evaluation and may submit a written response for inclusion in the personnel file, as provided in ARTICLE 20 -FACULTY FILES. Upon request, a non-tenure track faculty member may meet with his/her department chair to discuss any concerns regarding his/her evaluation. Faculty wishing to submit a written response or schedule a meeting regarding their evaluations are expected to do so within ten (10) working days of receiving their evaluation.
- 10.2.2 The Union, on behalf of a non-tenure-track faculty member, may request a meeting with the dean (or designee), the department chair and the affected faculty member to discuss a negative performance review or the denial of senior lecturer status where the Union contends that the review/decision was based on information that is demonstrably false or is otherwise arbitrary and capricious. The parties agree to use their best efforts to complete meetings pursuant to this paragraph within thirty (30) days of the day the faculty member receives an evaluation or determination.
- 10.3 Non-tenure-track appointments automatically expire at the time set forth in the contract. The University will provide as much notice as practical to non-tenure-track faculty regarding its intent to rehire the faculty member for a subsequent contract period.
- 10.4 Non-tenure-track faculty shall be listed in all electronic and print directories and catalogues. Such listing does not imply the right to continued employment beyond the contract period.
- 10.5 Non-tenure-track faculty will be assigned titles in accordance with ARTICLE 8 - APPOINTMENTS.

ARTICLE 11 - COACHES

- 11.1 Coaches are not eligible for tenure. Contracts offered to coaches shall be presented in a Letter of Appointment that states the effective dates of the appointment, the salary, and the assigned responsibilities. Coaches' work schedules shall be based on the needs of the Department, as determined by the Director of Athletics and/or the Head Coach, where appropriate.
- 11.2 Coaches are normally contracted for a term of service not to exceed (1) year. Coaches may be hired on a multi-year contract not to exceed three (3) years. Coaches' contracts automatically expire at the time set forth in the Letter of Appointment. The Director will

provide as much notice as practical to coaches regarding intent to rehire for a subsequent contract period.

- 11.3 Based on positive evaluations and available resources, a coach's contract may be renewed for an additional term.
- 11.4 Evaluation of coaches will be completed by the Director of Athletics based on standards established by the department.

ARTICLE 12 - DEPARTMENT CHAIRS

- 12.1 Definition of Department Chairs. Department chairs are leaders among the faculty in developing strong student advising, teaching, research, public service, and academic programs within their departments. In matters of selection, retention, tenure, promotion, and work assignments of faculty and department personnel, and in preparation and administration of departmental budgets, department chairs are responsible to their school/college dean. Department faculty speaking collectively are expected to advise the department chair on any special tasks expected of the chair.
- 12.2 Terms of Appointment.
 - 12.2.1 Department chairs are appointed upon the joint recommendation of the appropriate dean and department based on the process established in Section 12.3.1.
 - 12.2.2 Department chairs are appointed to a four-year term.
 - 12.2.3 Department chairs will receive annual contracts of at least ten (10) months, typically spanning from September 1 through June 30.
 - 12.2.4 Department chairs may also receive an additional contract to serve as chair during the summer, according to University policy. The University will first provide written notice to the Union and, if requested, bargain prior to making changes to its existing policy regarding compensation for summer chairs.
- 12.3 Election and Removal of Department Chairs.
 - 12.3.1 Election of Department Chairs.
 - (a) For internal searches, each department holds an election to select its chair at a meeting presided over by the appropriate dean. The election of a chair is subject to the approval of the dean, the Provost, the President, and the Board of Trustees.
 - (b) Only eligible faculty in a department shall vote. Eligible faculty include tenured and tenure-track faculty and non-tenure-track faculty holding the title of assistant professor or senior lecturer in that department as defined by Articles 9 and 10. All eligible faculty shall be given a minimum of five (5)

business days' notice of the meeting date. Reasonable effort should be made to include by proxy vote or absentee ballot, eligible faculty who are in off-campus positions or on leave.

- (c) The election result shall be determined by simple majority vote of eligible faculty. Ballots must be cast either in person, by certified proxy, or by absentee ballot.
- (d) In the case where three or more candidates are running, if no candidate received a simple majority, there will be a runoff vote for the candidates receiving the two highest votes. If two or fewer candidates are running and no candidate received a simple majority, the election will be considered a failed election and the provisions of paragraph (e) below shall govern.
- (e) In cases where no candidates achieve a majority vote in an election, the appropriate dean, in consultation with the Provost may appoint an acting chair or chairs for a period not to exceed two (2) years.
- (f) In consultation with the department faculty (identified in paragraph (b) above) and the Provost, the appropriate dean may initiate an external search for a chair. An external search for a chair must follow university hiring policy and procedure.
- (g) Departments may elect an individual to serve as department chair or two individuals to serve as co-chairs. The latter may have varying responsibilities and terms within a calendar year (*i.e.*, academic year chair and summer term chair). Department policies must specifically address and delineate which one has the responsibility for department management decisions such as budget, personnel, and curricular matters.

12.3.2 Removal or Replacement of Department Chairs.

- (a) At any time, a simple majority of eligible faculty within a department may petition in writing to the appropriate dean for a review of the chair's effectiveness.
- (b) If after the review, the appropriate dean, in consultation with the Provost determines that a vote to recall and/or remove a department chair is warranted, the dean shall assure that a vote is conducted by secret ballot. The chair shall not participate in the balloting. All eligible faculty shall be given a minimum of five (5) business days' notice of the ballot date. Reasonable effort should be made to include by proxy vote or absentee ballot, eligible faculty who are in off-campus positions or on leave.
- (c) The appropriate Dean may remove a chair at any time after consulting with and considering input from the Provost, the chair and the eligible faculty of the department, if in the judgment of the Dean, removal is in the best interest of the department or the University.

12.3.3 Filling Temporary Chair Vacancies.

- (a) When a chair is to be absent from the campus for a quarter or more, including summer, the department shall elect an acting chair within its ranks, in accordance with Section 12.3.1. If for any reason the department is unable to elect an acting chair, the appropriate dean can appoint an acting chair for no more than one quarter.
- (b) An elected acting chair may serve for a period of up to two (2) years.
- (c) When the chair is to be on leave for more than two (2) academic years, the chair must resign and a new chair be elected.

12.4 Responsibilities and Leadership Roles of Department Chairs.

12.4.1 The chair, with appropriate consultation with department faculty and staff, is responsible to the department, the college, and the University for performing the following duties:

- (a) Faculty Activities: Engage in teaching, scholarship, and service activities at the appropriate levels, as determined by their workload.
- (b) Curriculum: Provide leadership in the planning, delivery, assessment, accreditation, improvement, and development of the academic curriculum in the disciplines housed in the department.
- (c) Faculty Personnel: Administer evaluations, workloads, annual activities reports, and other department personnel matters.
- (d) Support-Staff Personnel: Recruit, supervise, and evaluate support staff.
- (e) Students and academic Policy: Apply academic policy and respond to student needs; participate in student recruitment and retention.
- (f) Planning and Budgets: Coordinate department development, review, and revision of the department strategic plan; prepare the department budget request; and monitor departmental budget expenditures.
- (g) Facilities and Equipment: Oversee the use and maintenance of department facilities and equipment.
- (h) External Relations: Develop and maintain relationships with units and individuals external to the department.
- (i) Other Administrative Duties: Perform other duties and responsibilities as assigned by the dean; provided that any material changes to a chair's duties will result in appropriate changes to the chair's compensation and/or workload plan.

- 12.5 Evaluation of Department Chairs. The appropriate dean shall periodically evaluate the chair and meet with the chair to discuss the results of the evaluation. Department faculty shall provide input into the evaluation through the process described in the college evaluation plans. Based on the evaluation, the dean, in consultation with the chair, will develop performance goals.
- 12.6 Compensation and Stipends of Department Chairs.
- 12.6.1 In addition to the extended contracts described in Section 12.2.3, as compensation for their chair duties, department chairs will receive re-assigned time and an annual stipend in amounts determined by the dean as described below. In determining the amount of re-assigned time and annual stipend, the dean will consider the number of faculty and staff in the department, the budgetary size of the department, the complexity of its programs, and historical work demands in the department.
- 12.6.2 Department chairs will receive a minimum of eighteen (18) WLU of re-assigned time for their chair duties during the academic year. Chairs receive an additional two and one-half (2.5) WLU for their administrative role during the portion of their contract prior to the beginning of the academic year, and an additional two and one-half (2.5) WLU for their administrative role during the portion of their contract following the end of the academic year.
- 12.6.3 The range of available chair stipends will be from \$3453 to \$7500 during a ten (10) month contract.
- 12.6.4 Individuals serving as co-chairs will have all compensation and stipends pro-rated at the amount reflective of their annual assignment.

ARTICLE 13 - PROFESSIONAL RESPONSIBILITIES

- 13.1 Faculty members recognize their obligation to follow general principles of professional ethics.
- 13.2 The primary professional responsibilities of tenured and tenure-track faculty members are teaching, scholarship, and service.
- 13.3 The professional responsibilities of non-tenure-track faculty are instructional (including maintaining reasonable posted office hours), program management, research, or other duties as approved by the Dean/Appointing Authority and described in the faculty member's Letter of Appointment.
- 13.4 Tenured and tenure-track faculty have additional professional responsibilities including, but not limited to: advising students; attending classes as scheduled; participating on University committees; maintaining reasonable posted office hours; working collaboratively and productively with colleagues; participating in conferences and seminars; participating in accreditation and program reviews; and preparation and participation in traditional academic functions, such as graduation and convocation

ceremonies and the President's State of the University address. It is understood that faculty may not participate in all professional activities identified in this Article during each academic year. Depending on the nature of the appointment, non-tenure-track faculty may have some of these additional responsibilities.

- 13.5 Faculty members are responsible for adhering to University policies not referenced in the Agreement; however, faculty members must have been reasonably notified of the policies that apply to them. Issues or concerns regarding misapplication of University policy may be raised by the Union through the Labor-Management Council process described in ARTICLE 26 -LABOR-MANAGEMENT COUNCIL.

ARTICLE 14 - CONFLICTS OF INTEREST

- 14.1 Faculty are bound to observe in all official acts the highest standards of ethics consistent with the State of Washington statutes, the regulations of the Executive Ethics Board and its advisory opinions, the policies of the University Board of Trustees, and the University Student Rights and Responsibilities, as contained in Appendix B of the University catalog.
- 14.2 "Conflict of interest" shall mean:
- 14.2.1 any conflict between the private interests of the faculty and the public interests of the University, the Board of Trustees, or the State of Washington, including conflicts of interest specified under Washington statutes; or
 - 14.2.2 any activity which interferes with the full performance of the faculty's professional or institutional responsibilities or obligations.
- 14.3 A faculty member's professional responsibilities to the University shall be given precedence over any other professional obligations.
- 14.4 Active participation by faculty members in external research and consulting that enhance their professional skills or constitute public service are encouraged as long as these activities are not so substantial or demanding of the faculty member's time and attention as to interfere with the primary University responsibilities.
- 14.5 Conflicts of interest are prohibited. When such a conflict of interest arises, faculty are responsible for resolving such conflicts of interest by working in conjunction with the Dean and the Provost.
- 14.6 Faculty who anticipate a potential conflict of interest shall report, in writing, to the Dean, with a copy to the Provost, the details of such activity prior to engaging the activity. If the Dean determines that this may constitute or may create a conflict of interest, he/she will notify the faculty member of that fact and, if requested, meet with the faculty member to determine if such conflicts can be reasonably avoided.
- 14.7 Faculty shall not use the facilities, equipment, or services of the University in connection with any activity creating a conflict of interest.

- 14.8 Faculty shall take reasonable precautions to ensure that the outside employer or other recipient of services understands that the faculty member is engaging in such activity as a private citizen and not as an employee, agent, or spokesperson of the University.
- 14.9 Faculty will comply with the University's confidentiality obligations with respect to information disclosed to them in the course of their job duties.
- 14.10 The relationship faculty have with students carries the added responsibility to both the student and the University that the relationship remain absent of abuse of power, or the appearance of abuse of power. Unless otherwise authorized in writing by the Dean, faculty shall not grade, supervise, or direct the educational endeavors of students with whom they have or have had a family or intimate relationship. Any relationship a faculty member has with such a student shall be disclosed, in writing, to the Dean. Failure to disclose a relationship will result in appropriate disciplinary action.
- 14.11 No faculty member shall participate directly in any recommendation or decision relating to grant funding, sabbatical appointments, other appointments, reappointment, promotion, or tenure at the University of any relative or person with whom the faculty member has or has had a family or intimate relationship. A faculty member shall withdraw from participation in any personnel recommendation or decision involving potential conflict of interest.

ARTICLE 15 - WORKLOAD

- 15.1 For the purposes of this Article, workload is defined as the activities tenured and tenure-track faculty shall be required to perform to meet the requirements of their employment contract.
- 15.2 A faculty member's workload shall be described in writing by the University and provided to individual faculty. The written description will include the specific activities that faculty shall accomplish in a specified period of time (*i.e.*, quarter, academic year, calendar year, multi-year period) to fulfill professional obligations to the University. The determination of faculty workload is considered a substantive academic judgment; however, workloads must be consistent with the express terms of this Agreement.
- 15.3 The workload will typically consist of three parts: teaching, scholarship, and service. Normally, the workload will consist of a balance of these professional activities which are measured in workload units. It is understood that a tenured faculty member or librarian may or may not participate in all of these activities during a given academic year, and this understanding must be approved and documented by the department chair and dean in the workload plan.
- 15.3.1 Teaching/Librarianship.
- (a) Teaching: classroom, studio, laboratory, continuing education, and distance delivery instruction in regular academic courses with assigned workload units; development and coordination of special undergraduate and graduate seminars; preparation of student materials for classes; preparation of a new

course or substantial revision of an older course; general advising of undergraduate students; supervision of student mentorships; supervision of graduate student theses and research/creative projects; supervision of undergraduate theses and research/creative projects; supervision of directed study through individualized courses; non-credit educational programs on-campus or elsewhere; supervision and management of teaching facilities; and other activities benefiting students' academic development. Guidelines for determining workload units of teaching are described in APPENDIX A – INSTRUCTIONAL AND SERVICE WORKLOAD.

- (b) Librarianship: reference and instructional services; collection development and curation; bibliographic organization, intellectual access to and control of collection; working with faculty and students to support development of information literacy; meeting assigned service schedules; information system design and implementation, and library management.
- (c) Scholarship: all professional activities leading to publication, performance, or formal presentation in the faculty member's field, or leading to external funding recognizing the faculty member's current or potential contribution to his/her field. Such activities include: manuscript submission; grant proposal submission; supervision of externally funded research projects; development of patentable inventions; and other original contributions, performances, exhibitions, or concerts appropriate to the faculty member's field.

15.3.2 Service: Guidelines for determining workload units of service are described in APPENDIX A – INSTRUCTIONAL AND SERVICE WORKLOAD

- (a) Public service: such as in organized, non-remunerative, educational and consultative activities which relate to a faculty's professional expertise and further the interests or prestige of the University.
- (b) University service: such as department chair, director, program coordinator, or governance assignee; accreditation; program development; work on recognized administrative, department, college, school or university committees; and other tasks as deemed necessary by the University.
- (c) Professional service: such as on grant, journal, or accreditation review boards, or as an ad hoc reviewer, in the faculty's area of expertise; as an officer in a professional society; organizing and/or chairing conferences, symposia, seminars, etc.; teaching short courses, seminars, etc. that are not regular academic courses; editing journals, books, special volumes of papers, etc.

15.4 Workload.

- 15.4.1 The composition of professional duties and responsibilities of faculty will be determined by the faculty member and department chair, and approved by the

dean/director after consultation with the department chair and faculty as provided in Section 15.5.

- 15.4.2 In the determination of a faculty's workload, consideration shall include those items listed in Section 15.3 and the following factors: instructional needs of the department; accountability measures set by the Legislature or accreditors; needs of departmental faculty; historical workloads; the missions and goals of academic units, including unit criteria developed for the evaluation of faculty; the level, duration, and mode of delivery of a workload activity; the requirements of externally funded contracts and grants; and whether an activity requires individual or group activity or extended time commitments.
- 15.4.3 Faculty shall be responsible for forty-five (45) workload units per academic year. A workload in excess of forty-five (45) workload units per academic year shall constitute an overload and must be agreed to by the faculty member and approved in advance by the dean/director and the Provost.
- 15.4.4 Librarians.
- (a) All librarians will enjoy full faculty status with all the rights, privileges and responsibilities. Professional librarians shall constitute a department for administrative purposes.
 - (b) Library faculty members' workload plans will be determined in light of the library's needs and the needs of the faculty members to properly prepare for and complete their duties within the library as well as their instructional, service, and scholarly duties. A library faculty member's work schedule, including the need to staff positions in the library, shall be based on the library's needs (as determined by the Dean of Libraries in consultation with the chair and members of the library faculty) and the faculty member's responsibilities as specified through the process described in Section 15.4.1.
 - (c) Librarians receive unpaid leave during each contract year as described in Section 19.8.

15.5 Workload Determination Procedure.

- (a) Individual tenured and probationary faculty shall consult with the department chair and prepare in writing the proposed workload for each quarter of an academic year, or other specified time period. The proposed workload shall account for factors including those specified in Section 15.3 and be completed and submitted to the department chair on or before February 15th.
- (b) The department chair shall submit the following information to the dean/director on or before March 15th: all the proposed faculty workloads for the department, a summary of the courses proposed for the coming year, and a summary of the scholarship and service to be performed by the department.

- (c) Following approval by the dean/director, tenured and tenure-track faculty will be informed of their workload for the subsequent academic year no later than June 15th. Colleges may accelerate these timelines as necessary.
 - (i) When workload negotiations or revisions occur after June 15th, both the faculty and the administration have fifteen (15) working days to respond to these changes. Should either party not respond within fifteen (15) days, the last proposed workload plan shall be adopted.
- 15.5.2 Workload components of individual faculty within a department may vary from quarter to quarter and/or academic year to academic year to permit variations in emphasis across teaching, scholarship, and service responsibilities.
- 15.5.3 Faculty workload shall be determined with the expectation that tenure and tenure-track faculty will have the opportunity to meet the established criteria for reappointment, promotion, tenure, and post-tenure review. Tenure-track faculty will be provided a minimum of six (6) workload units of scholarship per year. Any exceptions to this requirement must be approved by the faculty member, the chair and the Dean and recorded, along with an explanation for the exception, in the faculty member's workload plan.
- 15.5.4 Faculty who have externally funded research and/or service commitments shall be guaranteed the opportunity to buy out workload units as required to meet the commitments; provided that the overall teaching, scholarship, and service needs of the unit can be met, as determined by the department chair and approved by the dean/director.
- 15.5.5 The Union recognizes the University's need for flexibility in determining faculty workloads as a result of unanticipated or emergency situations. When the need arises, a faculty member's workload may need to be revised. There will be consultation with the department chair and the faculty before a faculty member's workload is revised. When a workload is revised, the dean/director shall provide a copy of the revised workload to the faculty member as soon as practicable.
 - (a) Workloads regularly shift in response to unanticipated changes in teaching, scholarship, and/or service responsibilities. Any alteration which results in a shift in teaching, scholarship, or service loads by three (3) or fewer workload units within a category may be handled at the department chair's discretion without requiring the formal submission of a revised workload plan.

ARTICLE 16 - COMPENSATION AND BENEFITS

- 16.1 Establishing Base Wages. The University will determine the salary or compensation for newly hired faculty members, provided that no faculty member will be hired at a rate less than the minimum salary or compensation for his or her rank or title as described below.
- 16.2 2013-14 Base Wage Increases.

16.2.1 Effective September 1, 2013, all tenured faculty, tenure-track faculty, non-tenured track faculty with annual or multi-annual contracts (who are rehired), quarterly senior lecturers (who are rehired) and all coaches will receive a five percent (5.0%) increase in their base salary.

16.2.2 The minimum salaries for the academic ranks for the 2013-14 academic year shall be:

(a) Assistant Professor: \$44,807

(b) Associate Professor: \$52,459

(c) Professor: \$62,021

16.2.3 The minimum remuneration for the non-tenure-track titles for the 2013-14 academic year will be as follows:

(a) Lecturer: \$858.50 per workload unit for faculty with terminal degrees; \$686.25 per workload unit for faculty without terminal degrees.

(b) Senior Lecturer: \$945.14 per workload unit for faculty with terminal degrees; \$754.98 per workload unit for faculty without terminal degrees.

16.2.4 The minimum remuneration for full-time coaches (with an eleven (11) month contract) for the 2013-14 academic year will be as follows. These amounts will be prorated for part-time coaches or coaches with contracts shorter than eleven (11) months:

(a) Coach or Assistant Coach: \$37,750

(b) Senior Head or Senior Assistant Coach: \$41,524.

16.3 2014-15 Base Wage Increases.

16.3.1 Effective September 1, 2014, all tenured faculty, tenure-track faculty, non-tenured track faculty with annual or multi-annual contracts (who are rehired), quarterly senior lecturers (who are rehired) and all coaches will receive a four percent (4.0%) increase in their base salary.

16.3.2 The minimum salaries for the academic ranks for the 2014-15 academic year shall be:

(a) Assistant Professor: \$46,599

(b) Associate Professor: \$54,557

(c) Professor: \$64,502

16.3.3 The minimum remuneration for the non-tenure-track titles for the 2014-15 academic year will be as follows:

(a) Lecturer: \$892.84 per workload unit for faculty with terminal degrees; \$713.70 per workload unit for faculty without terminal degrees.

(b) Senior Lecturer: \$982.94 per workload unit for faculty with terminal degrees; \$785.18 per workload unit for faculty without terminal degrees.

16.3.4 The minimum remuneration for full-time coaches (with an eleven (11) month contract) for the 2014-15 academic year will be as follows. These amounts will be prorated for part-time coaches or coaches with contracts shorter than eleven (11) months:

(a) Coach or Assistant Coach: \$39,260

(b) Senior Head or Senior Assistant Coach: \$43,185

16.4 2015-16 Base Wage Increases.

16.4.1 Effective September 1, 2015, all tenured faculty, tenure-track faculty, non-tenured track faculty with annual or multi-annual contracts (who are rehired), quarterly senior lecturers (who are rehired) and all coaches will receive a four percent (4.0%) increase in their base salary.

16.4.2 The minimum salaries for the academic ranks for the 2015-16 academic year shall be:

(a) Assistant Professor: \$48,463

(b) Associate Professor: \$56,740

(c) Professor: \$67,082

16.4.3 The minimum remuneration for the non-tenure-track titles for the 2015-16 academic year will be as follows:

(a) Lecturer: \$928.55 per workload unit for faculty with terminal degrees; \$742.25 per workload unit for faculty without terminal degrees.

(b) Senior Lecturer: \$1,022.26 per workload unit for faculty with terminal degrees; \$816.59 per workload unit for faculty without terminal degrees.

16.4.4 The minimum remuneration for full-time coaches (with an eleven (11) month contract) for the 2015-16 academic year will be as follows. These amounts will be prorated for part-time coaches or coaches with contracts shorter than eleven (11) months:

(a) Coach or Assistant Coach: \$40,830

(b) Senior Head or Senior Assistant Coach: \$44,913

16.5 2016-17 Base Wage Increases.

16.5.1 Effective September 1, 2016, all tenured faculty, tenure-track faculty, non-tenured track faculty with annual or multi-annual contracts (who are rehired), quarterly senior lecturers (who are rehired) and all coaches will receive a three percent (3.0%) increase in their base salary.

16.5.2 The minimum salaries for the academic ranks for the 2016-17 academic year shall be:

(a) Assistant Professor: \$49,917

(b) Associate Professor: \$58,442

(c) Professor: \$69,095

16.5.3 The minimum remuneration for the non-tenure-track titles for the 2016-17 academic year will be as follows:

(a) Lecturer: \$956.41 per workload unit for faculty with terminal degrees; \$764.51 per workload unit for faculty without terminal degrees.

(b) Senior Lecturer: \$1,052.93 per workload unit for faculty with terminal degrees; \$841.09 per workload unit for faculty without terminal degrees.

16.5.4 The minimum remuneration for full-time coaches (with an eleven (11) month contract) for the 2016-17 academic year will be as follows. These amounts will be prorated for part-time coaches or coaches with contracts shorter than eleven (11) months:

(a) Coach or Assistant Coach: \$42,055

(b) Senior Head or Senior Assistant Coach: \$46,260

16.6 Merit Salary Increases for Full Professors and Chairs. Effective with post-tenure reviews conducted during the 2014-15 academic year, full professors and department chairs will be eligible for merit salary increases associated with their post-tenure reviews as follows:

16.6.1 Those full professors who are judged at the conclusion of their Post-TR review to be excellent teachers or to have excelled in scholarship/creative activity will receive a three percent (3.0%) increase in their base salary.

16.6.2 Those full professors who are judged at the conclusion of their Post-TR review to be excellent teachers AND to have excelled in either their scholarship/creative activity or service responsibilities will receive a five percent (5.0%) increase in their base salary.

- 16.6.3 Those chairs who are judged at the conclusion of their Post-TR review to be excellent in chairpersonship will receive a three percent (3.0%) increase in their base salary. Chairs who are full professors will also be eligible for the merit increases described paragraphs (a) and (b) above as follows: an additional three percent (3%) increase (for a total of 6%) for those chairs judged to be excellent in either teaching or scholarship in addition to their excellence as a chair; an additional five percent (5%) increase (for a total of 8%) for those chairs judged to be excellent in teaching and scholarship in addition to their excellence as a chair.
- 16.6.4 Faculty members who qualify for salary increases through the post-tenure review process will receive their increases effective the beginning of the academic year following their review. Merit increases will be added to salaries after first adding any base wage increases provided by this Agreement.
- 16.6.5 In the event of a negative outcome on the determination of merit that is at odds with the recommendation of the department personnel committee, the faculty member may challenge the decision through the complaint process.
- 16.7 Salary Upon Promotion.
- 16.7.1 Tenure-track and tenured faculty who are promoted to a higher rank will receive, at a minimum, a salary increase to the minimum salary level for the new rank as provided above, or ten percent (10%) of their current salary, whichever is greater. Based on considerations such as market factors, personal achievement and other equitable factors, the Provost may provide a salary increase at promotion greater than the required minimum.
- 16.7.2 Lecturers who are promoted to Senior Lecturer will receive, at a minimum, a salary increase to the minimum salary level for a Senior Lecturer with their degree as provided above, or five percent (5%) of their current salary, whichever is greater.
- 16.8 Retention Increases. Salary increases for purposes of retention will be handled in accordance with CWUP 2-30-090 Faculty and Exempt Staff Retention.
- 16.9 Overload. Overload will be compensated at the minimum rate per workload unit paid to Senior Lecturers with a terminal degree.
- 16.10 Summer Session. Salaried faculty who are contracted to teach during the Summer Session will be paid one forty-fifth (1/45th) of their base salary per workload unit. Ten (10) workload units is considered full-time employment during summer session for tenured or tenure-track faculty. Tenured and tenure-track faculty will receive overload pay at the rate specified in Section 15.6 for any workload units beyond a full-time load. Non-tenure track faculty paid by the workload unit will receive at least the minimum remuneration described in Section 15.2.2 for contracts during the summer. All summer compensation is subject to proration in accordance with the Summer Session Faculty Salary Proration Policy (*see* APPENDIX C).

16.11 Self Support Programs and Additional Employment.

16.11.1 Pay for faculty who are contracted to teach a self-support course (e.g., International Studies and Programs and Continuing Education courses) may be prorated where the course schedule is shorter/longer than a full quarter or in the event of low enrollment.

16.11.2 Faculty members may accept an assignment to perform work in a self-support or other program/function (e.g., grants, contracts, consulting, works for hire, festivals) that is in addition to the faculty members' workload plan. Faculty members will receive separate contracts for any such additional employment, which will describe the expectations of the assignment and the compensation to be paid (which may exceed the overload rate in Section 15.6). Faculty members will not be permitted to accept an additional assignment that would obligate them to work more than 125% of full-time.

16.12 Multi-Site Learning. Faculty teaching in a multi-site learning environment will be compensated as provided in the Multiple-Site Compensation Policy.

16.13 Faculty Development Funds.

16.13.1 The University will make available \$700 per fiscal year in faculty development funds for each tenured and probationary faculty member. The amount shall be pro-rated for faculty working less than full-time. Faculty development funds may be used for work-related purchases and expenses, including travel. All expenditures must be in compliance with University policies. Unused funds will not be transferred or carried over into another fiscal year.

16.13.2 A separate fund will be established and funded with \$20,000 each year to support professional development for Senior Lecturers. Funds will be distributed by the Office of the Provost following an application process.

16.14 Insurance Benefits.

Long Term Disability Insurance. The University will reimburse eligible and qualified probationary, tenured, and non-tenure-track annually contracted faculty for the costs associated with purchasing long-term disability insurance, with a 90-day benefit waiting period, through the Washington State Health Care Authority ("WSHCA"). Eligibility and qualification shall be determined by the rules applicable to the long-term disability insurance plan. In the event a faculty member chooses, or can only qualify for, a WSHCA long-term disability insurance with a longer benefit waiting period, the University will reimburse the cost of such plan. Faculty members who elect a WSHCA long-term disability insurance plan with a benefit waiting period of less than ninety (90) days shall be responsible for paying the additional costs associated with their choice of plan.

- 16.14.1 Health Insurance. Faculty members will receive contributions toward their health insurance premiums in accord with the rates and policies determined by the WSHCA.
- 16.15 Retirement Contributions. For those faculty who participate in the University's retirement plan, the University will continue to make retirement contributions at the rate in effect immediately prior to the effective date of this Agreement. For those faculty members who participate in another retirement plan administered through the Washington State Retirement System, and who elected at the time of hire to continue participating in such plan, the University will make the retirement contribution required by the respective plan.

ARTICLE 17 - SICK LEAVE/DISABILITY LEAVE

17.1 Sick Leave.

- 17.1.1 Departments shall handle internally time off for short term absences of faculty from classes or other University obligations for up to two (2) work weeks in duration for illness, injury or disability by covering classes or other such methods as will meet department needs. The department chair shall be informed by the absent faculty member any time he/she shall need a short term sick leave absence.
- 17.1.2 Non-tenure-track faculty with quarterly contracts shall be entitled to up to two (2) workweeks of paid sick leave during the term of their contract. Any leave taken beyond two (2) workweeks in a quarter for the reasons described in Section 17.1.4 shall be unpaid and may, upon the recommendation of the department chair and at the discretion of the dean, result in termination of the faculty member's contract.
- 17.1.3 Non-tenure-track faculty with annual or multi-annual contracts, probationary and tenured faculty shall be entitled to paid sick leave of up to two (2) workweeks for each separate occurrence for the reasons described in Section 17.1.4.
- 17.1.4 Sick leave may be used during the period of a faculty member's appointment for the faculty member's own illness, injury or disability (including disability related to pregnancy); the need to care for a child under eighteen (18) years of age, or an older child incapable of self-care, with a health condition requiring treatment or supervision; and the need to care for the faculty member's spouse, domestic partner, parent, parent-in-law or grandparent with a serious health condition or emergency condition.
- 17.2 For absences of three (3) or more days, the University may require written medical verification of the reason for the faculty member's absence.
- 17.3 Short Term Disability.
- 17.3.1 Absences due to a condition described in Section 17.1.4 that cause a faculty member to miss all or part of the University obligations in each work day in a period longer than two (2) consecutive workweeks will be considered short-term

disability leave. Full time non-tenure-track faculty with annual or multi-annual contracts, probationary and tenured faculty shall be entitled to disability leave as provided in this Section.

17.3.2 Eligible faculty members must notify their department chair and the dean's office when they become aware of the need for any disability leave, and must provide any required written medical verification of the reason for the leave. The dean must approve all disability leave.

17.3.3 Amount of Short-Term Disability Leave.

(a) Full-time non-tenure-track faculty with annual or multi-annual contracts shall be entitled to take short term disability leave for ten (10) workweeks, or until the end of the quarter in which the disability occurs, whichever period is shorter.

(b) Probationary faculty shall be entitled to take short term disability leave for ten (10) workweeks, or until the end of the academic year in which the disability occurs, whichever period is shorter.

(c) Tenured faculty shall be entitled to take short term disability leave for ten (10) workweeks during any academic year.

17.3.4 Pay During Disability Leave. Faculty members shall receive their normal salary during any period of short term disability leave.

17.3.5 Unpaid Leave. Any disability leave permitted beyond the paid leave provided in this Section will be unpaid. Following all paid and any permitted unpaid disability leave, the dean may, at his or her discretion, terminate the contract of a non-tenure-track faculty member.

17.3.6 Interaction with Family Medical Leave. Sick leave and short-term disability leave will run concurrently with any Family Medical Leave for which the faculty member is eligible.

17.4 The parties agree to jointly explore ways in which they can reduce the impacts of sick leave and short-term disability leave on students, other faculty and the University.

ARTICLE 18 - SABBATICAL

18.1 Purpose. The purposes of sabbatical leave are to enhance the University educational environment and to promote the professional development of eligible faculty members by affording opportunities for sustained periods of concentrated scholarship free from regular on-campus obligations. The University and the individual faculty member share joint responsibility to ensure the effective use of sabbatical leave to achieve these purposes. Sabbaticals are granted at the sole discretion of the University for the purpose of providing opportunities for scholarship, to enhance teaching effectiveness, broaden fields of competency, or acquire other valuable professional experience. The University

recognizes that the granting of sabbatical leave is an important part of the development of faculty and the enhancement of the mission of the University. The University acknowledges its responsibility regarding resources and support necessary to assure opportunities for sabbatical leave for eligible faculty as set forth in RCW 28B.10.650. Duties of Sabbatical Committee. There will be a five (5) person sabbatical leave committee, constituted of tenured faculty members, selected by the Provost from a list created by the Faculty Senate. The list will include at least two (2) names for each open position. Each committee member will serve a three (3) year term, with two (2) or three (3) (depending on the year) members being replaced each year, so as to insure a continuance of policy application. The membership of the committee shall be fairly and broadly representative of the colleges. The Sabbatical Leave Committee shall have the following duties:

- 18.1.1 To select its own chair.
- 18.1.2 To receive all applications from the Office of the Provost.
- 18.1.3 To evaluate all applications and decide upon the eligibility of candidates, evaluating plans based on the following criteria:
 - (a) Academic or scholarly significance
 - (b) Soundness of design, procedure, or operational plan, including clear objectives
 - (c) Relationship of the planned activity to the individual's area of study
 - (d) Expected Category A, B and/or other outcomes and dissemination of results
 - (e) Evaluation of applicant's ability to achieve the goals of the proposal
 - (f) Value of the project in terms of benefit to the institution upon the applicant's return from sabbatical leave
- 18.1.4 To present a list of acceptable applications to the Provost for consideration including an assessment of the strength and weakness of those applications. Applications which do not meet timelines or do not include the material listed in 17.5.1 shall be considered unacceptable and will not be forwarded to the Provost for his/her consideration.
- 18.1.5 To provide suggestions to unsuccessful applicants about ways to improve their applications in the future.
- 18.1.6 To consider changes in plans of successful applicants if requested by the applicant.
- 18.2 Eligibility. Tenured faculty will be considered eligible for sabbatical leave if they have been employed by the University for the equivalent of at least six (6) consecutive full-

time academic years or have been employed by the University for an equivalent of at least six (6) consecutive full-time academic years since their last sabbatical leave.

18.2.1 Faculty on administrative re-assignment or on approved paid leave will accrue time toward eligibility for sabbatical leave at the same rate as active faculty. With prior approval from the Provost, time spent on unpaid leave may be counted towards eligibility for sabbatical leave where the unpaid leave was used to perform functions equivalent to a faculty member's normal scholarly responsibilities.

18.3 Special Conditions. The following special conditions or provisions shall relate to sabbatical leave:

18.3.1 Sabbatical leave will be awarded in accordance with the provisions of RCW 28B.10.650 – Remunerated sabbatical leave for faculty members of an institution of higher education.

18.3.2 While a sabbatical leave may be granted for one (1), two (2) or three (3) quarters, the leave must normally be taken in consecutive quarters of the same academic year.

18.3.3 Upon a faculty member's return from sabbatical leave, the University shall provide the same employment status and conditions as those enjoyed prior to the sabbatical leave, except in the case of program/department restructuring or elimination. In such cases, every effort will be made to provide similar employment status and conditions.

18.3.4 The granting of any sabbatical leave shall be contingent upon a signed contractual agreement between the University and the faculty member providing that the faculty member shall return to the University following completion of such leave and shall serve in a professional status for a period equal to the amount of leave granted. Failure to comply with the provisions of the sabbatical leave agreement shall constitute an obligation of the faculty member to repay the University all remuneration received from the University during the leave.

18.3.5 All adjustments to salaries granted during the period faculty members are on sabbatical leave shall be applied to their salaries as the salary adjustments occur.

18.3.6 The period of sabbatical leave shall be counted as a period of employment by the University.

18.3.7 Sabbatical leave, once granted by the University, is for a specific purpose, and any changes in plans must be re-evaluated and approved in writing through an amendment to the contractual agreement signed by the Provost and the faculty member.

18.4 Application. The application for sabbatical leave shall be filed by the candidate with the chair, or principal administrator for those not assigned in a department, before October 7 of the fall quarter preceding the academic year in which the candidate desires such leave.

18.4.1 The application will include:

- (a) Assurance of compliance to the special conditions outlined in this Article.
- (b) General information including, name department, rank, date of initial service with the University, length of leave desired, a project description, and dates of previous sabbatical leaves.
- (c) A list of foundations, institutions or other organizations with which the applicant will be affiliated during the sabbatical leave, if applicable.
- (d) A complete listing of grants and stipends other than those granted by the University which will be available to the applicant during the time of sabbatical leave.
- (e) If travel is included in the sabbatical leave, the need must be justified in terms of the proposed project or plan for study.
- (f) A complete professional CV listing appropriate research, scholarly or artistic achievements and activities.
- (g) Supporting letters from faculty members or other appropriate individuals not necessarily associated with the University should be submitted when appropriate.
- (h) A statement regarding the value of the applicant's project in terms of benefit to the University upon return from sabbatical leave.
- (i) Planned or anticipated non-University administered compensation that might create a conflict of interest must be identified and outlined as part of the sabbatical request.

18.4.2 The chair or principal administrator shall forward the application with his/her written recommendation, including an evaluation of merits of the proposal and benefits the proposal could provide the faculty member and programs offered in the Department, to the appropriate dean on or before October 20 of the fall quarter preceding the academic year in which the candidate desires such leave. The chair shall also include a recommendation on how the workload of the department could be met if the leave is granted. The dean will forward the application with their recommendation and the chair's recommendation to the Office of the Provost on or before November 7 of the fall quarter preceding the academic year in which the candidate desires such leave. The office of the Provost will forward the entire application to the Sabbatical Leave Committee.

- 18.5 Reports. The faculty member is responsible for submitting an electronic summary report of the use of the sabbatical leave to the Office of the Provost within two (2) months after the faculty member's return to the University. Copies will be forwarded electronically by the Provost to the Board of Trustees for review. The report will summarize the work completed, the work in progress and how the experience and the new knowledge will be utilized in the faculty member's assignment at the University and will also be submitted in the first performance review following the submission of the sabbatical report.
- 18.5.1 Faculty members who fail to submit the report required by this Article, following a reasonable reminder to do so, will be required to repay the University any remuneration received from the University during the leave.
- 18.6 Final recommendations regarding candidates for sabbatical leave made by the Office of the Provost shall be presented to the Board of Trustees for final approval.
- 18.7 While on sabbatical for two (2) or three (3) quarters, faculty shall receive seventy-five (75%) percent of the salary they would receive if they remained engaged in their usual duties. While on sabbatical for one (1) quarter, faculty shall receive one hundred percent (100%) of the salary they would receive if they remained engaged in their usual duties. While on sabbatical, faculty are not eligible for remuneration for additional assignments with the University.
- 18.8 Consistent with the obligations of Article 13 – Conflicts of Interest, faculty members on sabbatical leave may earn salary in excess of their University-provided sabbatical or regular salary. However, the acceptance of such funding shall not carry with it duties or obligations that hinder the pursuit of the purposes for which the sabbatical was granted.
- 18.9 Faculty members whose Post-TR falls during their sabbatical year may delay their review until the following academic year.

ARTICLE 19 - OTHER LEAVES OF ABSENCE

19.1 Family and Medical Leave.

- 19.1.1 Faculty members who have been employed by the University for at least one (1) year, and who are full-time or who worked at least one thousand two hundred fifty (1250) hours during the twelve (12) month period immediately preceding the commencement of leave, are eligible for Family Medical Leave as provided below.
- (a) An eligible faculty member is permitted up to twelve (12) weeks of Family Medical Leave during any twelve (12) month period for: (i) the birth and care of a newborn child; (ii) the placement of child with the faculty member for adoption or foster care; (iii) the care of a faculty member's spouse or domestic partner, child, or parent with a serious health condition; (iv) a serious health condition of the faculty member that prevents the faculty member from being able to perform his or her job; (v) a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a

reserve or retired military member who is on active duty, or has been notified of an impending call to active duty in support of a contingency operation. Leave for the birth and care of a newborn, foster or adopted child must be commenced and completed within twelve (12) months after the birth or placement of the child.

- (b) An eligible faculty member is permitted up to twenty-six (26) weeks of Family Medical Leave during any twelve (12) month period to care for a covered servicemember who is the employee's spouse, parent, child or next of kin. A covered servicemember is a current member of the Armed Forces, including National Guard or Reserves members, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the temporary disability retired list. For purposes of leave under this paragraph, the twelve (12) month period begins with the first day the employee takes leave. The combined total of leave taken under this paragraph and any other Family Medical Leave taken by an eligible faculty member may not exceed twenty-six (26) weeks in the applicable leave year.

- 19.1.2 While on Family Medical Leave, faculty members continue to receive insurance benefits provided by the University on the same basis as during regular employment. Faculty members who do not return to work and remain employed with the University until the end of their appointment or for at least thirty (30) calendar days following a period of Family Medical Leave, whichever period is shorter, will be responsible for reimbursing the University for insurance premiums paid on behalf of the faculty member during any such unpaid leave.
- 19.1.3 Faculty members are required to provide the University with as much notice as possible of their need to take Family Medical Leave. Faculty members requesting Family Medical leave must provide to the University a completed medical certification form within fifteen (15) days of receiving the form from the University.
- 19.1.4 Faculty members must use any available paid sick or disability leave as part of their Family Medical Leave. Once all available paid sick and disability leave has been exhausted, any remaining period of Family Medical Leave shall be without pay. Paid leave is available under this section if its use is permitted for the type of absence for which the faculty member has taken Family Medical Leave.
- 19.1.5 Pursuant to applicable law, a faculty member returning from Family Medical Leave shall be assigned to his or her original position. In the event the original position no longer exists, or the faculty member is no longer able to perform the essential functions of the original position, he or she will be assigned to an equivalent position.

- 19.1.6 Nothing in this section will extend the period of appointment, or the period for which paid benefits are provided by contract, for non-tenure-track faculty members.
- 19.2 Maternity-Related Disability Leave. Pregnant faculty members may take unpaid leave for the entire period of any maternity-related disability. Such leave may, at the pregnant faculty member's election, be taken in addition to the twelve (12) week leave to care for a new-born child under the federal Family Medical Leave Act, if the faculty member is eligible for Family Medical Leave. Faculty members taking maternity-related disability leave are required to use any paid sick or disability leave before taking unpaid leave. While faculty members remain on paid leave, the University will continue providing paid health insurance to the faculty member on the same basis that those benefits are provided during regular employment. Once paid leave is exhausted, faculty members on unpaid maternity-related disability leave may continue their health insurance coverage by paying the full premium cost for that insurance.
- 19.3 Parenting Leave. Tenured, tenure-track and non-tenure track faculty with multi-year contracts will be entitled to take up to six (6) consecutive weeks of paid leave to care for a newborn child, a newly adopted child, or a child newly placed into foster care. Parental leave will begin with the birth or placement of the child, and will run concurrently with any available sick or short-term disability leave. With approval of the dean, faculty members may extend their parenting leave by taking time off without pay. Faculty members are expected to provide at least thirty (30) days' notice of the need for parenting leave, when possible.
- 19.4 Military Leave.
- 19.4.1 Paid Leave.
- (a) Faculty shall be entitled to military leave with pay not to exceed twenty-one (21) days during each year, beginning October 1st and ending the following September 30th, in order to report for active duty, when called, or to take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty in the Washington National Guard or the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States or any organized reserve or armed forces of the United States. Such leave shall not result in any reduction of benefits, performance ratings, privileges or pay. During paid military leave, the faculty member shall receive his or her normal salary.
 - (b) Faculty members required to appear during working hours for a physical examination to determine physical fitness for military service shall receive full pay for the time required to complete the examination.
- 19.4.2 Unpaid Leave.
- (a) In addition to paid military leave provided by this section, faculty members shall be granted a military leave of absence without pay for service in the

armed forces of the United States or the State of Washington, to the extent required by applicable state (RCW 73.16) and federal law.

- (b) Unless prohibited by military necessity, faculty members must provide the University with a copy of their orders at the time they request military leave. Requests for military leave shall be made as soon as reasonably practical after the faculty member learns of the need for such leave.

19.5 Court Required Services. Faculty members subpoenaed to serve on juries or as witnesses in legal actions shall attempt to arrange their court obligations to minimize interference with their classes and other University responsibilities. When it is not possible for a faculty member to meet some or all of his or her University duties because of required service as a juror or witness, the faculty member will retain full pay and status during such periods, excluding time in compensated service as an expert witness. Any compensation paid to an employee for jury or witness service, excluding expert witness fees, other than reimbursement for expenses, must be paid to the University. Faculty members serving as a juror or witness are expected to work with their department chair to arrange coverage for their classes and other University responsibilities during any period of such leave.

19.6 Bereavement Leave. Faculty members may take up to ten (10) working days off with pay for traveling to, making arrangements for, and attending a funeral or memorial service, or handling related estate business for the death of individuals in their immediate families (spouse or domestic partner, and any of the following relatives of the faculty member, spouse or domestic partner: child, parent, stepparent, sibling, grandchild, or grandparent). With the approval of the dean/director, a faculty member may also take off a maximum of one (1) day with pay to attend the funeral of an individual outside their immediate family. Faculty members requesting bereavement leave are expected to work with their department chair to arrange coverage for their classes and other University responsibilities during any period of such leave.

19.7 Leave of Absence Without Pay.

19.7.1 In addition to the circumstances specified elsewhere in this Agreement, the University, at its discretion, may approve a leave of absence without pay for tenured, and tenure-track faculty members with one (1) or more years of service with the University. Leaves of absence without pay may be granted for a period of time up to one (1) year upon recommendation of the chair, dean, and approval of the Provost. With recommendation of the chair and dean, and approval by the the Provost, leaves may be extended; provided that leaves of longer than two (2) years will not be approved absent exceptional circumstances. Normally, requests for leave must be made at least one (1) quarter in advance of the requested beginning of the leave. Any request for extension of leave shall follow the same time frame.

- (a) Tenured and probationary faculty members granted a leave of absence without pay shall receive a written statement from the the Provost indicating

the times when the leave is to begin and end, and for probationary faculty, whether or not the leave period counts toward the period of service for promotion and/or tenure.

(b) Faculty members on an approved leave of absence without pay may continue their insurance benefits during their period of leave by paying the full cost of those benefits.

19.7.2 Faculty members taking extended leave under any of the provisions of this Article may request a one-year extension of upcoming review(s), and that time spent on leave be excluded from the accumulation of time towards mandatory review, promotion or tenure.

19.7.3 Tenured and probationary faculty members may request a partial leave of absence for a reduced workload of up to 50%/quarter for up to three (3) quarters. Salary will be prorated according to the workload retained. Normally, requests for leave must be made one (1) quarter in advance of the requested beginning of the leave. Any request for extension of leave shall follow the same timeframe.

19.8 Leave for Librarians. Tenured librarians normally hold continuous appointments with 12-month duty, which includes one month (22 work days) of unpaid leave. Tenure-track librarians normally will be provided with a twelve (12) month contract, which includes one month (22 work days) of unpaid leave. Librarians are expected to plan with the Dean of Library Services the use of unpaid leave at times consistent with operational needs. Librarians who do not use all of their unpaid leave during the fiscal year may carry over a maximum of eight (8) days of unpaid leave to a subsequent fiscal year. Unpaid leave has no cash value, and may not be converted to compensation.

ARTICLE 20 - FACULTY FILES

20.1 There will be two (2) official files maintained by the University for each faculty: a Personnel File, and a medical file.

20.2 Personnel files contain copies of all communications with the faculty member regarding appointment and contract; payroll action forms, transcripts, and hiring forms; official letters of evaluation, letters of expectation, disciplinary documentation; and external letters regarding performance.

20.3 Materials placed in a faculty member's personnel file regarding performance or discipline shall be made available to the faculty member. A faculty member may respond to material included in his/her Personnel File and may provide responsive material for inclusion in his/her file.

20.4 Faculty members may review their personnel file and may request a copy of their personnel file. Faculty members may authorize in writing the Union or one of its representatives to review and/or receive a copy of all or part of their personnel file and Professional Record. A copy of the signed authorization form will be retained in the faculty's personnel file. The faculty member and/or representative may not remove any

contents. The University may charge a reasonable fee for copying any materials beyond the first copy requested by the faculty member and/or their representative.

- 20.5 University access to official personnel files will be restricted to administrators who have a legitimate need to know. External letters of evaluation, when required, are confidential to the extent allowed by law.
- 20.6 The University will not release evaluative material from faculty member files, unless permitted by state or federal law. The faculty member will be notified in writing of any requests for evaluative material under public disclosure laws at least seven (7) calendar days prior to releasing the information.
- 20.7 Medical files will be kept separate and confidential in accordance with state and federal law, including compliance with HIPAA.

ARTICLE 21 - INTELLECTUAL PROPERTY RIGHTS

- 21.1 In recognition of the importance of providing uniform policies and procedures for the regulation and administration of intellectual property rights generated by the activities of its faculty, employees, and others associated with the University, such as visiting scholars, the University has adopted and will maintain an Intellectual Properties Policy (see APPENDIX B). In the event the University wishes to make changes to the Intellectual Properties Policy, it will first provide written notice of its proposed changes to the Union and, if requested, will bargain with the Union over any proposed changes.

ARTICLE 22 - REAPPOINTMENT, TENURE, PROMOTION, & POST-TENURE REVIEW

- 22.1 Criteria.
 - 22.1.1 Reappointment, Tenure, Promotion (hereafter referred to as RTP) and Post-Tenure Review (hereafter referred to as Post-TR) criteria shall be developed at the University, college and department levels. On or before the end of the fall quarter of the 2013-2014 academic year, each college will revise its standards for post-tenure evaluation to include criteria for measuring excellent performance in teaching, scholarship/creative expression, service and chairpersonship. On or before the end of winter quarter of the 2013-2014 academic year, each department will revise its standards for post-tenure evaluation to include criteria for measuring excellent performance in teaching, scholarship/creative expression, service and chairpersonship. Revised standards will be forwarded to the Provost for review and final approval before implementation.
 - (a) University criteria for RTP and Post-TR will be aligned with the institutional mission and accreditation standards and will strive to be reflective of the entire spectrum of academic disciplines. When these criteria are reviewed, faculty from all colleges will be invited to provide input.

- (b) College criteria for RTP and Post-TR will be aligned with University criteria and reflect disciplinary standards for all departments within the college. In addition to student evaluations, criteria for assessing teaching effectiveness will include other qualitative and/or quantitative measures. These criteria shall be developed with input and consultation with department chairs and college faculty, and reviewed at least every five (5) years.
- (c) Department criteria for RTP and Post-TR will be aligned with University and college criteria and will articulate disciplinary standards. In addition to student evaluations, criteria for assessing teaching effectiveness will include other qualitative and/or quantitative measures. The criteria will be submitted to the dean for approval and the dean will forward the criteria to the Provost for final approval prior to implementation. Department criteria will be reviewed at least every five (5) years.

22.1.2 Evaluations for RTP and Post-TR shall be made on the basis of these approved criteria and on the evidence provided in the Professional Record.

- (a) For Post-TR, performance in the three elements of professional responsibility is typically expected during any five-year cycle, unless otherwise outlined in the accumulated workload plans. Post-TR evaluations will take into account circumstances where a faculty member has or had an atypical workload (e.g., no workload attributed to scholarship) during a review period.

22.1.3 The dean will provide the University, college and department criteria to tenure-track faculty with the initial contract letter. Absent unusual circumstances (e.g., changing standards in response to accreditation issues), tenure evaluations will be based on University, college and department criteria provided at time of hire. Where there are changes to standards, the dean will notify affected faculty of such changes and, after discussing implementation with the department chair, will notify faculty of the ways in which those changes will be applied to pending probationary and Post-TR periods.

22.2 Evaluation Cycles.

22.2.1 Probationary tenure-track faculty shall be evaluated during the second (2nd), fourth (4th), and sixth (6th) years of their probationary period. A third (3rd) or fifth (5th) year evaluation may be requested by the department personnel committee, the department chair, the college personnel committee, or the dean if a faculty member's performance is judged to be substandard or deficient in the second (2nd) or fourth (4th) year review cycle. In exceptional circumstances, a first (1st) year evaluation (to be done in winter or spring quarter) may be requested by the department personnel committee, the department chair, or the dean. Any time an evaluation is judged to be substandard or deficient, the faculty member shall meet with their chair and department personnel committee and develop a plan for rectifying any noted issues. Evaluation for reappointment shall occur during fall quarter as established in the Academic Calendar.

- 22.2.2 Probationary tenure-track faculty who apply for promotion and/or tenure shall be evaluated during winter quarter, as established in the Academic Calendar. If tenure is denied during his or her mandatory review, normally in the sixth (6th) year, the faculty member shall be reappointed to a terminal year of employment.
- 22.2.3 In the fifth (5th) year following the granting of tenure, faculty members, including those in phased retirement, will submit their Professional Records for Post-TR during the fall quarter, and every fifth (5th) year thereafter, as established in the Academic Calendar. Promotion in rank shall be considered the equivalent of Post-TR, and a subsequent Post-TR will occur five (5) years following the promotion.
- (a) Within three (3) weeks after notification is received from the Provost, tenured faculty who are “continued with reservations” shall construct, in collaboration with their department chair and department personnel committee, a Professional Development Plan to be submitted to the Dean for approval. The follow-up reviews by the department personnel committee, department chair, and dean will focus on the goals and remedies outlined in the Professional Development Plan as well as the portion of the faculty member’s subsequent workload plan dealing with the area(s) of the Post-TR standards that the faculty member did not meet. The Professional Development Plan will include the dates of the faculty member’s follow-up reviews. The follow-up reviews will not change the timing of the faculty member’s next full Post-TR.
- (b) Tenured faculty who are “continued with reservations” shall be reevaluated based on the Professional Development Plan no later than the fourth (4th) academic quarter following their receipt of notice. “Continued with reservations” is the outcome of a personnel evaluation and as such is a Substantive Academic Judgment as defined in ARTICLE 1 -DEFINITIONS.

22.3 Eligibility.

- 22.3.1 Only tenure-track faculty who are appointed to the academic rank of assistant professor or higher are eligible for tenure. Eligible faculty members will stand for tenure no later than the sixth (6th) year of full-time employment with the University. Extensions may be approved by the Provost for reasons such as major illness, extenuating circumstances, or situations which require a faculty member’s extended absence from full-time service.
- 22.3.2 Faculty members with academic rank whose duties are entirely administrative or combine both administrative and part-time teaching responsibilities are eligible for tenure in their capacities as faculty members.

22.3.3 A faculty member may, when circumstances make it justifiable, be considered eligible for tenure prior to the expiration of a six (6) year probationary period with the University under the following situations:

- (a) Faculty members appointed to the academic rank of assistant professor or higher may serve a probationary period of at least four (4) years if, at the time of appointment, they have completed at least two (2) years of appropriate professional activities as recommended by the Dean and approved by the Provost. Any period of prior service must be specified in the initial appointment letter. The tenure decision will be based on performance at Central Washington University during the probationary period.
- (b) Faculty who demonstrate exceptional achievements in all three elements of professional responsibility (teaching, scholarship/creative activities and service) may be considered for tenure and promotion as early as the fourth (4th) year of a six (6) year probationary period, or the third (3rd) year of a four (4) year probationary period, if supported by the department chair and department personnel committee in consultation with the Dean. Faculty may only pursue early tenure and promotion once pursuant to this subsection. In the event that a faculty member is not granted early tenure and promotion, he/she will be considered for tenure and promotion again at the conclusion of his/her probationary period. Refusal to consider or award early promotion and tenure may not be appealed through the grievance procedure or any other review procedures established in this Agreement.
- (c) Faculty members occasionally may be granted tenure at the time of original appointment. Such appointments shall ordinarily be upon recommendation of the dean and the Provost and must comply with the rank definitions in Sections 8.2.6 and 8.2.7.

22.3.4 Faculty who demonstrate excellent performance in all three elements of professional responsibility (teaching, scholarship/creative activities and service) may be considered for promotion to full professor in their fifth (5th) year in rank as an associate professor at Central Washington University. A faculty member hired as an Associate Professor may be eligible for promotion to Full Professor in less than 5 years if the faculty member's initial contract specified that prior experience could be counted towards the tenure and promotion timeline. Up to two (2) years can be credited as long as the faculty's member's combined academic experience meets the qualifications specified in Section 8.2.7.

22.4 The Professional Record shall be the basis for evaluation at all levels of review. It is the responsibility of the individual faculty member to make sure that the Professional Record is complete at the time of submission to the dean. Professional Records will contain a current CV, workload plans, annual faculty activities reports, performance evaluations, SEOIs, evaluation letters from prior evaluation periods, and any additional materials required by departments. Other material reflective of a faculty member's teaching,

scholarship, or service may be included at the faculty member's discretion (e.g., peer evaluation letters, copies of papers/abstracts).

22.5 Personnel Committees.

- 22.5.1 Department personnel committees will be composed of tenured faculty and must include at least three (3) members. Voting committee members must be at or above the rank under consideration. In the case where fewer than three (3) department members are eligible to be on the committee, the committee will include appropriate faculty from another department.
- (a) The personnel committee, including any appropriate faculty from another department, will be elected by the tenured and tenure-track faculty within the department.
 - (b) The department personnel committee is responsible for evaluating the professional record and providing written recommendations to the dean.
 - (c) The department chair will not serve on the department personnel committee. The chair will conduct an independent evaluation and make an independent recommendation to the dean.
- 22.5.2 Except as described in Section 23.5.3, college personnel committees will be composed of at least three (3) full professors, plus one (1) full professor who shall serve as an alternate member, with no more than one (1) member from each department. Members of the department personnel committees and chairs are eligible to serve on the college personnel committee, but will be replaced by the alternate member for purposes of the committee's consideration of any issue they reviewed as a member of the department personnel committee or department chair.
- (a) The members of the college personnel committee will be elected by the tenured faculty within the college.
 - (b) The college personnel committee is responsible for evaluations relating to reappointments beginning in the fourth (4th) year, tenure, promotion and post-tenure review. The committee will provide a written recommendation to the dean.
- 22.5.3 The college personnel committee for the library will consist of five (5) faculty members plus one (1) alternate. One (1) member will be selected from each of the four colleges, and one (1) member will be chosen from the Library faculty. The member from the Library faculty cannot also be serving as the Department Chair or serving as a member of the Library Department Personnel Committee. A minimum of four (4) of the five (5) members must be full professors. The alternate will be a full professor from a college other than the Library. Voting committee members must be at or above the rank under consideration. Members will be elected from recommendations provided by the following sources:

- (a) The Dean of the Library will request that the Faculty Senate solicit multiple nominations from each of the Colleges and for an alternate from any of the Colleges except the Library. The Library faculty shall be provided a list of all nominees.
 - (b) The Dean of the Library will appoint two (2) of the members and the alternate; the tenure-track and tenured Library faculty will elect the remaining three (3) members. The tenured and tenure-track Library faculty's election shall determine the representatives from the Library, College of the Sciences, and College of Business.
- 22.5.4 Members of the Library college personnel committee will serve a two (2) year term.
- 22.5.5 Ad hoc personnel committees will be formed when circumstances warrant. Ad hoc personnel committee members will be nominated by the responsible dean or deans, and appointed by the Provost.
- 22.6 General Procedures.
- 22.6.1 Candidates for any one of these processes must submit an updated, complete Professional Record, to the department chair, according to the dates specified by the academic calendar. The file will be considered a working file while under review by the department. Updated information on the change in status of any listed item or activity may be forwarded to the chair for inclusion in the file.
- 22.6.2 In a year in which a faculty member has a required review (reappointment, tenure or Post-TR), and intends to submit for an optional (early tenure or promotion) review, the faculty member shall submit a single file for consideration during both review processes, along with a letter explaining his/her intent to have the file considered for both reviews. The faculty member must submit his/her file by the deadline for the required review, but may update it with new material completed prior to the deadline for submitting files for the optional review.
- 22.6.3 During the department level review:
- (a) Tenured and tenure-track faculty members in a candidate's department may review and discuss the Professional Record of any and all departmental faculty involved in RTP and Post-TR and may enter into the file written, signed, comments based on approved departmental criteria.
 - (b) The department chair and the department personnel committee will write independent evaluations and recommendations of each candidate by the deadline listed in the Academic Calendar. This documentation, and any written, signed, comments submitted to the chair or the department personnel committee by departmental faculty, will become part of the candidate's Professional Record.

22.6.4 After the departmental review period ends:

- (a) The candidate will be permitted five (5) working days to review the letters of recommendation submitted by the department personnel committee and the department chair and to submit a letter correcting any errors of fact noted in those letters. The department chair will acknowledge receipt of any such letter in writing and will notify the candidate of any action taken as a result.
- (b) The letters for recommendation from the personnel committee and chair, along with any correspondence regarding factual corrections submitted by the candidate, will be added to the Professional Record, which will then be submitted to the dean. Once submitted to the dean, the Professional Record will be considered the formal file for the candidate and will be closed. No additional information or documentation may be added to the Professional Record once it has been submitted to the dean.

22.6.5 During the college review:

- (a) The college personnel committee will review the Professional Record and forward their recommendations for each candidate to the dean.
- (b) All files will be reviewed by the dean of the college, who will prepare his/her letter of recommendation.

22.6.6 After the college review period ends:

- (a) The candidate will be permitted five (5) working days to review the letters of recommendation submitted by the department personnel committee, the department chair, the college personnel committee and the dean. In the event that there are errors of fact in any college-level letters, the candidate may submit a letter correcting these errors of fact. In the event that one (1) or more of the reviewing committees or individuals has not recommended the candidate, the candidate may submit a brief written response to the shortcomings identified in such letter(s).
- (b) Upon conclusion of the college review process, the dean will forward the Professional Record, the recommendation of the college personnel committee, the dean's own recommendation and any response letter submitted as provided in paragraph (a) of this subsection to the Provost.

22.6.7 During the review by the Provost:

- (a) All files will be reviewed by the Provost of the University.
- (b) The Provost will write independent evaluations and submit recommendations of candidates through the President for recommendation of action by the Board of Trustees.

22.6.8 Board of Trustees. Promotion and tenure are awarded by the Board of Trustees through the normal procedures set forth in this Article. In addition, the Board of Trustees retains the right to award promotion and tenure on its own authority.

22.7 Personnel Actions.

22.7.1 Reviews for reappointment will result in one of the following actions:

- (a) Reappointment
- (b) Non-retention

22.7.2 Reviews for tenure will result in one of the following actions:

- (a) Tenured, with promotion to Associate Professor (if the candidate is an Assistant Professor at the time of review)
- (b) Tenured (if the candidate is an Associate or Full Professor at the time of review)
- (c) Denied (see Section 21.2.2 for those denied tenure in their mandatory year of review and Section 21.3.3(b) for those denied early tenure)

22.7.3 Reviews for promotion to Full Professor will result in one of the following actions:

- (a) Promoted
- (b) Denied

22.7.4 Post-TR will result in one of the following actions:

- (a) Continued with recognition of excellence as described in Section Section 16.6.
- (b) Continued
- (c) Continued with reservations

22.7.5 Reviews of faculty who are working under a Professional Development Plan will result in one of the following actions:

- (a) Continued
- (b) Continued with reservations for an additional period
- (c) Disciplinary action, up to and including termination, provided that any such action must meet the just cause standard described in ARTICLE 24 - DISCIPLINARY ACTION/JUST CAUSE (*see* APPENDIX E).

ARTICLE 23 - RETIREMENT

- 23.1 There is no mandatory retirement age for faculty members.
- 23.2 Upon recommendation of a chair to the dean/director, any retired faculty member may be invited to resume employment on a contract basis with the University.

ARTICLE 24 - DISCIPLINARY ACTION/JUST CAUSE

- 24.1 Faculty shall be disciplined or discharged only for just cause. (*See* APPENDIX E.)
- 24.2 The University shall apply, where appropriate, the principles of progressive discipline as follows: verbal reprimand, written reprimand, suspension without pay, and discharge. The University will not be required to apply progressive discipline where the nature of the offense calls for immediate discharge or the imposition of discipline at an advanced step.
- 24.3 Informal meetings between the University and faculty regarding workplace issues are encouraged. This can be facilitated through verbal coaching or written letters of expectation from the University setting/describing expectations. Letters of expectation from the University are not discipline. They are intended to guide and mentor the faculty member.
- 24.4 If prior to, or during, a meeting between the University and a faculty member, the faculty member reasonably concludes that discipline could result, the faculty member shall be entitled to representation by the Union. If necessary, the meeting shall be suspended until such time as representation is available. All disciplinary meetings shall be conducted in private. Settlements reached in cases where the faculty member has chosen to waive the right to Union representation shall be non-precedent setting.
- 24.5 Faculty shall be given a reasonable opportunity to respond to complaints which could result in discipline. Before any investigatory interview, a faculty member will be informed of the nature of the matter or complaint in sufficient detail to reasonably apprise him/her of the matter, unless such notice would endanger the investigation. Faculty members have an obligation to participate in investigations conducted by the University.

ARTICLE 25 - RETRENCHMENT

- 25.1 Tenured faculty may be laid off as a result of financial exigency. Tenured faculty may not be laid off as a result of a program discontinuance or reduction except as provided in Section 24.2.2 below.
- 25.2 Discontinuance or Reduction of Program.
- 25.2.1 The University will meet with the Union before implementing discontinuance or reduction of an academic program. Upon written request, the Union shall be provided with the available information regarding the potential program reduction

or discontinuance, including a list of faculty whose positions are under consideration for elimination or assignment change.

25.2.2 When the University makes a decision to reduce or discontinue a program or department, any reductions in faculty shall take place in the following order:

- (a) Non-tenure-track faculty within the affected program or department shall be laid off or non-renewed prior to layoff of probationary tenure-track faculty. Length of service to the department or program shall be used to determine the order of layoff of non-tenure-track faculty, when ability, skill, training and other relevant qualifications are approximately equal as determined by the Department and approved by the Dean. Length of service to the department or program shall be defined as the number of workload units (or credits prior to the initial collective bargaining agreement) worked for the department or program in question over the faculty member's entire history of employment at CWU.
- (b) If further reductions of faculty are required within a program or department, probationary faculty within the affected program or department shall be non-renewed according to reverse-order of initial hire to a faculty position at the University, followed by associate professors and then full professors.
- (c) Tenured faculty may not be laid off as a result of a program discontinuance or reduction unless the tenured faculty member has first been given an opportunity to retrain for another faculty position for which he/she is qualified. If retraining is not feasible or there is no other position for which the tenured faculty member is qualified, he/she may be laid off.

25.3 Financial Exigency Resulting in Lay-Off's.

25.3.1 In the event a severe financial exigency should occur, the the Provost shall prepare and set forth, in writing, the circumstances giving rise to the declaration of a financial exigency, and shall meet with the Union seeking recommendations as to the programmatic impact of the financial exigency. The Provost shall then put forth a final detailed plan as to which programs and departments will be discontinued or reduced in size, as well as the specific names of the individuals to be transferred or laid off. In formulating the plan, the priority of reductions shall be non-tenure-track faculty followed by probationary tenure-track faculty, followed by associate professors and then full professors.

25.3.2 During a period of financial exigency, the University will make every reasonable effort, consistent with federal and state laws regarding fair employment practices, to monitor that the University's diversity goals are not impaired by the application of these lay-off procedures.

25.4 Notice. Faculty subject to layoff under this Article will be given appropriate notice, as follows:

- 25.4.1 Non-tenure-track faculty on annual contracts shall be given at least 3 months of notice prior to the anticipated lay off. Non-tenure-track faculty on multi-annual contracts shall be given at least 4 months notice prior to the anticipated lay off.
 - 25.4.2 Within the first year of probationary tenure-track employment, the faculty member shall be notified no later than February 15, for appointments based on the academic year, or three (3) months prior to the end of an appointment for appointments based on an alternative nine (9) month base.
 - 25.4.3 Within the second year of probationary tenure-track employment, the faculty member shall be notified no later than November 15 for appointments based on the academic year, or six (6) months prior to the end of the base appointment for appointments based on an alternative nine (9) month period.
 - 25.4.4 After two (2) or more years of uninterrupted probationary tenure-track service, and for all tenured faculty, the faculty member shall be notified twelve (12) months prior to anticipated action.
- 25.5 Re-Employment Procedure. Re-employment procedures for laid off faculty shall be as follows:
- 25.5.1 Tenure-track and tenured faculty who are laid off shall be placed on a re-employment list maintained by the Office of the Provost. Faculty on the re-employment list will be invited to return to their same position, if restored, or to a tenure-track position in the same department for which they are qualified, before the University hires a new faculty member to fill any such position. In the event that more than one faculty member on a re-employment list is qualified for an open position, the faculty member with greater seniority will be given first opportunity to fill the position. Recall rights shall extend for a period of two (2) years from the lay-off date.
 - 25.5.2 Faculty on lay-off status who are offered re-employment will be notified of that fact by certified mail. Faculty are responsible, while in layoff status, for providing the Office of the Provost with a current mailing address.
 - 25.5.3 Any faculty member on a re-employment list who cannot be reached or who fails to accept within thirty (30) days of receipt of an offer of re-employment shall be deemed to have declined the offer, and shall be removed from the re-employment list.
 - 25.5.4 Any faculty member re-employed shall be placed at least at the same rank and salary held at the time of lay off.
- 25.6 Grievances. Declarations of financial exigency, decisions to discontinue or reduce programs or departments, and the scope of faculty reductions that result, are not subject to the grievance procedure.

ARTICLE 26 - LABOR-MANAGEMENT COUNCIL

- 26.1 Purpose and Scope of Authority. The University and the Union will maintain a Labor-Management Council to provide a forum for communication between the parties and to promote constructive labor-management relations. Council meetings will be used for discussions and shared problem-solving only; the Council shall have no authority to conduct any negotiations or modify the provisions of this Agreement.
- 26.2 Council Composition. The Labor-Management Council will consist of the Union President plus three (3) faculty members selected by the Union, the Assistant Vice President for Faculty Relations plus three (3) representatives selected by the Office of the Provost.
- 26.3 Scheduling of Meetings. Either party may request a meeting of the Labor-Management Council by sending a written request, including a description of the issue(s) to be addressed, to the other party. When requested, a Council meeting will be scheduled at a mutually acceptable time and place.

ARTICLE 27 - GRIEVANCE AND COMPLAINT PROCEDURE

- 27.1 The purpose of this procedure is to provide a process for the prompt and appropriate resolution of grievances. In the interest of promoting harmonious and cooperative relations between the University and the Union, the parties hereby agree to the following terms for the resolution of disputes.
- 27.2 Definitions.
- 27.2.1 A “grievance” is an allegation by the Union on behalf of one or more bargaining unit members (see ARTICLE 2 -RECOGNITION) or itself, alleging a violation of a specific section of this Agreement.
- 27.2.2 A “complaint” is an allegation by the Union involving substantive academic judgments in matters of workload, reappointment, promotion, tenure, and post-tenure review.
- 27.2.3 A “day” is a working day, Monday through Friday, on which the University is open for business, even if classes are not scheduled.
- 27.2.4 A “filing” is the receipt of a written grievance or complaint by appropriate notice.
- 27.3 General Provisions.
- 27.3.1 Bargaining unit members shall be entitled to Union representation at all steps of the grievance procedure. In the event that a bargaining unit member waives his or her right to Union representation, the Union will be notified. A Union representative shall have the right to be present, either as an advocate for the complainant or as an observer, in all meetings that occur as part of the complaint procedure. The role of the representative shall be decided by the complainant.

- 27.3.2 All grievances, complaints and requests for arbitration must be submitted to the Office of Faculty Relations, by hard copy or electronic mail. The University's responses will be submitted to the Union by hard copy and/or electronic mail to a location or Union email address designated by the UFC President.
- 27.3.3 The time limits set forth in this Agreement shall be strictly enforced.
- 27.3.4 Time limits may be waived by mutual written consent of both parties. Requests for a waiver of time limits shall be responded to in a timely manner.
- 27.3.5 A grievance or complaint may be withdrawn, in writing, at any time.
- 27.3.6 No bargaining unit member shall be subject to reprisals of any kind for filing a grievance, for being a witness in a grievance, or for participating in any way in the grievance process.
- 27.3.7 The University shall maintain grievance files separate from regular personnel files.
- 27.3.8 The University shall supply the grievant and the Union with information reasonably needed to process a grievance.
- 27.4 Grievance Resolution Process. This grievance procedure is the sole and exclusive process for resolving grievances as defined in this Article. Grievances challenging an act or omission at a level above the dean/director shall be initially considered by the Office of the Provost at Level Two.
- 27.4.1 Level One.
- (a) The Union, on behalf of the aggrieved faculty member(s), shall submit the grievance in writing within thirty (30) days after the event giving rise to the grievance, or within thirty (30) days of the date the grievant or Union knew or reasonably should have known of the events giving rise to the grievance, whichever is later. The written grievance shall be signed by the Union representative and shall be submitted using the form in APPENDIX D of this Agreement. If requested by either party, a meeting between the appropriate dean/director and a UFC representative shall be held within twenty (20) days of receipt of the grievance by the Office of Faculty Relations. The dean/director will respond to the grievance in writing within fifteen (15) days of its receipt by the Office of Faculty Relations, or within fifteen (15) days of the meeting of the parties, whichever is later.
- 27.4.2 Level Two.
- (a) If the dean's/director's response at Level One fails to resolve the grievance and the Union chooses to appeal the Level One decision, the Union shall submit the grievance at Level Two within ten (10) days of the Union's receipt of the Level One response, or the day the response was due, whichever date

is earlier. If requested by either party a meeting between the Office of the Provost and a UFC representative shall be held within twenty (20) days. The Office of the Provost will respond to the grievance in writing within fifteen (15) days of its receipt by the Office of Faculty Relations, or the meeting between the parties, whichever is later.

27.4.3 Level Three.

- (a) If the Union is not satisfied with the response at Level Two it may advance the grievance to binding arbitration by submitting a written demand for arbitration within ten (10) days of the Union's receipt of the response or the day after the response was due, whichever occurs first.
- (b) If within five (5) days after the request is submitted, the parties have not agreed on an arbitrator, the Union shall submit a written request for arbitration to the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS) and request that the parties be provided with the names of eleven (11) qualified arbitrators with experience in higher education issues. The list shall be limited to arbitrators from the western region unless both parties mutually agree otherwise.
- (c) Within ten (10) days following the receipt of the list of eligible arbitrators, the parties or their representatives shall confer to select an arbitrator. The parties shall each strike five (5) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.
- (d) Authority of the Arbitrator. The decision or award of the arbitrator will be final and binding and shall be issued within thirty (30) days of the last hearing date or submission of post hearing briefs, whichever is later.
 - (i) The arbitrator will have no authority to rule contrary to, amend, add to, subtract from, ignore or eliminate any of the terms of this Agreement. The arbitrator shall confine the decision solely to the application or interpretation of the express terms of the Agreement.
 - (ii) Where provisions of the Agreement call for the exercise of substantive academic judgment in matters of workload, reappointment, promotion, tenure, and post-tenure review, the arbitrator shall not have the authority to substitute his or her judgment for that of the entity or official making such judgment, but shall be confined to whether the procedural steps have been followed. If the arbitrator finds that the procedural steps have not been followed, and that the procedural error was substantially prejudicial to the substantive decision with respect to the grievant, the arbitrator shall remand the case to the level where the error occurred for reevaluation and may extend an appointment not to exceed one year. In no case shall the arbitrator have the authority to grant a remedy which includes an

appointment of greater than one year or has the effect of granting retention, promotion, or tenure.

- (iii) The decision of the arbitrator shall be final and binding on both parties to the extent permitted by the provisions of this Agreement and applicable law.
- (e) The expenses and fees of the arbitrator, and the cost of the hearing room will be shared equally by the parties.
- (f) If the Arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
- (g) If either party desires a record of the arbitration hearing, a court reporter may be used. The requesting party will bear the expense of the court reporter. If one party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
- (h) Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of their case. When a faculty member is subpoenaed as a witness on behalf of the Union in an arbitration case, the faculty member may appear without loss of pay if he or she appears during his or her scheduled work time, providing the testimony given is related to his or her job function or involves matters he or she has witnessed and is relevant to the arbitration case. A reasonable effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant, and the Union steward.
- (i) The Arbitrator's award may include back pay to the grievant(s); provided that no such back pay award shall be retroactive to a date earlier than the date the grievance was filed. No award shall exceed the actual loss to the grievant.
- (j) The Union or the University will have the right to request the arbitrator to require the presence of witnesses and/or documents.
- (k) Unless otherwise agreed by the parties, challenges to the arbitrability of a grievance shall be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within ten (10) days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process starting in Section 27.4.3(b) above to select an arbitrator to rule on the merits of the grievance.

- (l) Any material placed in the bargaining unit member's personnel file relating to misconduct will be removed when the employee has been fully exonerated of wrongdoing. The University may retain this information in a legal defense file to be used or released only when required by a regulatory agency, or in defense of legal action.

27.5 Complaint Resolution Process. The Complaint Resolution Process shall be the sole and exclusive process for resolving complaints as defined in this Article.

27.5.1 Level One.

- (a) The Union, on behalf of the aggrieved faculty member, shall submit the complaint in writing within thirty (30) days after the event giving rise to the complaint, or within thirty (30) days of the date the complainant or Union knew or reasonably should have known of the events giving rise to the complaint, whichever is later. The written complaint shall be signed by the Union representative and shall include:
 - (i) a statement of the decision being appealed;
 - (ii) the reasons why the complainant disagrees with the decision;
 - (iii) the remedy sought;
 - (iv) the name(s), academic unit(s), telephone number, and address at which the complainant(s) shall receive all correspondence related to the complaint; and
 - (v) the name, telephone number, and address of the complainant's representative.

At the request of either party, a meeting between the Office of the Provost and a UFC representative shall be held within twenty (20) days. The Office of the Provost will respond to the complaint in writing within fifteen (15) days of its receipt by the Office of Faculty Relations, or the meeting between the parties, whichever is later.

27.5.2 Level Two.

If the response at Level One fails to resolve the complaint and the Union chooses to appeal the Level One decision, the Union shall forward the complaint to an appeals board by submitting it at Level Two within ten (10) days of its receipt of the response from the Office of the Provost, or the day the response was due, whichever occurs first.

- (a) Composition of the Appeals Board. Within fifteen (15) days of receipt by the Office of Faculty Relations of the Level Two submission, the Office of the Provost will form an appeals board. The appeals board shall be composed of

three (3) unit members to be selected through a process defined by the Union and three (3) University representatives to be determined by the Provost. The Union will select the seventh member of the board who will serve as non-voting chair. Members shall be excused from considering any complaint if they have a professional or personal conflict such that they cannot render an impartial judgment. In the event a member of the board is excused, the original appointing party shall appoint a replacement.

- (b) Scope of the Appeals Board. The appeals board shall be empowered to consider complaints involving only those matters defined in the Complaint Resolution Process. The function of the board is to hear the evidence relating to a complaint and to render a majority recommendation. The evidence subject to review by the board is limited to the documentary evidence considered in the original academic decision being appealed. The board may seek testimony from witnesses for clarification of the documentary evidence.
- (c) Procedures of the Appeals Board. The board shall conduct its deliberations according to informal and non-adversarial procedures.
- (d) Recommendation of the Appeals Board. The board shall, within thirty (30) days of the receipt of the complaint from the Provost, prepare a written recommendation addressing each issue included in the complaint presented to the board. The board's recommendation shall be forwarded to the President as the final recommendation on the appealed decision. Members of the board not concurring with the majority opinion may submit a written minority recommendation along with the majority recommendation.
- (e) Decision by the President. Upon advance written notice to the chair of the board, the President may meet with the board at any time after receiving its recommendation for the sole purpose of seeking clarification concerning the basis and implications of its recommendation.
- (f) In those cases where the President does not accept the recommendation offered by the Appeals Board, the President shall set forth in writing the reasons for the rejection. The decision of the President shall be rendered in writing within twenty (20) days of the receipt of the board's recommendations. The President's decision is final and binding and not subject to further review. Copies of the board's recommendations and the President's decision shall be transmitted by the Office of the President to the complainant and to the Union within ten (10) days of the decision.

ARTICLE 28 - STRIKES AND LOCKOUTS

28.1 The parties agree that there will be no strikes or lockouts for the duration of this Agreement.

ARTICLE 29 - GENERAL PROVISIONS

- 29.1 Force and Effect. In the event that any provision of this Agreement, in whole or in part, is declared to be illegal, void, invalid or unenforceable by any court of competent jurisdiction or by any administrative agency having jurisdiction, all of the remaining terms, conditions and provisions of this Agreement which are not rendered meaningless, inoperable or ambiguous as a consequence of the declaration shall remain in full force and effect. Either party may request a meeting over those invalid portions for the purpose of achieving a mutually satisfactory replacement.
- 29.2 Conflict of Provisions. Should any conflict exist between the provisions specifically set forth in this Agreement and policies and procedures of the University, the provisions of this Agreement shall be controlling.
- 29.3 Oral Agreements. No one at the University has the authority to make any binding oral promises, assurances, or representations regarding employment status or security. Therefore, no faculty can legitimately rely on any such representation in the future, or continue to rely upon any such representation made in the past. Any such representations made prior to the effective date of this policy are hereby rescinded and superseded by this provision.
- 29.4 Meet and Confer. Representatives of the University and representatives of the Union shall confer at such reasonable times as either party may request to consider problems concerning this Agreement.
- 29.5 Obligation to Bargain Matters not Covered by this Agreement. Except as provided by this Agreement and applicable law, the University will satisfy its collective bargaining obligation prior to changing any term or condition of employment. Further, the University will satisfy its bargaining obligation regarding the impact of any decisions made by the University in the exercise of its lawful managerial rights which affect faculty wages, hours, and other terms and conditions of employment.
- 29.6 Office and Facilities. Each faculty member shall be provided with appropriate office space, equipped sufficiently to ensure that the faculty member is able to carry out the functions and responsibilities of his/her position. Faculty members shall be provided with keys to access their office or work area. Keys shall be handled in accord with the University's key policy.
- 29.7 Implementation. During the first full quarter in which this Agreement is in effect, and periodically as agreed thereafter, the University and the Union will jointly conduct a training session(s) for Deans and department chairs regarding implementation topics, including workload determination and faculty evaluation procedures.

ARTICLE 30 - ERGONOMICS AND WORK PLACE SAFETY

- 30.1 The University will provide a work environment that will continue to comply with state and federal statutes regarding safety in the work place.

- 30.2 Faculty members may request a review of a workstation for compliance with appropriate ergonomic standards.
- 30.3 The University agrees to give serious consideration to ergonomics in the purchase of new or the modification of existing tools, equipment and furniture. Appropriate university agents or representatives are encouraged to seek faculty input regarding such ergonomics considerations when purchasing new or the modification of existing tools, equipment and work stations.
- 30.4 Faculty members shall not be required to work under hazardous conditions or to perform tasks which endanger their health or safety. Protective devices and first aid equipment shall be provided to faculty members who practice in hazardous instructional environments.

ARTICLE 31 - DURATION OF AGREEMENT

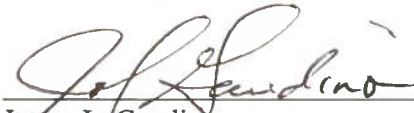
31.1 This Agreement shall take effect September 1, 2013 and shall remain in effect until August 31, 2017.

Executed this 4th day October, 2013.

FOR CENTRAL WASHINGTON UNIVERSITY



Sid Morrison, Chair
Board of Trustees - Central Washington University

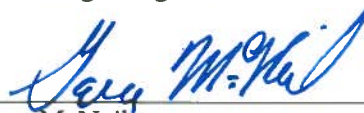


James L. Gaudino
President
Central Washington University

FOR UNITED FACULTY OF CENTRAL WASHINGTON UNIVERSITY



Holly Pinkart
UFC Bargaining Chair



Gary McNeil
Higher Education Organizer
United Faculty of Washington State



Roxanne Easley
President
United Faculty of Central Washington University

Approved as to Form:



Alan Smith
Assistant Attorney General

APPENDIX A – INSTRUCTIONAL AND SERVICE WORKLOAD

1. INSTRUCTIONAL WORKLOAD

1.1 In determining the appropriate teaching load in an individual faculty member's overall workload, and in determining the appropriate balance of teaching responsibilities across faculty within a department, faculty members and department chairs shall use the following guidelines for comparing different teaching environments historically used at the University:

1.1.1 Lecture/demonstration/laboratory/activities classes: 1 class hour = 1 workload unit. It is assumed that each workload unit includes an additional 2 hours of preparation time.

1.1.2 Applied Music (individual lessons): 3 class hours = 2 workload units

1.1.3 Student-teaching/field-experience:

(a) Student teaching/field experience

(i) Part-time campus supervisor: 1 workload unit = 15 enrolled student credit hours

(ii) Field supervisor: 1 workload unit = 15 enrolled student credit hours

When non-supervising faculty members are responsible for placement, additional workload units may be negotiated with the chair and dean and will be dependent upon the expected amount of time on task.

(iii) Faculty student observation: 30 hours spent in observation = 1 workload unit.

(b) Cooperative education supervision: 1 workload unit = 30 enrolled student credit hours

1.1.4 Individual study supervision (*e.g.*, courses titled thesis or equivalent and individual/independent study or equivalent):

(a) Undergraduate level: 12 student credit hours = 1 workload unit

(b) Undergraduate level field and laboratory research: 8 student credit hours = 1 workload unit

(c) 500 level: 6 student credit hours = 1 workload unit

(d) 600-700 level (thesis or equivalent committee chair): 3 student credit hours = 1 workload unit

- (e) 599-600-600.1 level (membership, other than chair, on thesis or equivalent committee): 6 thesis or equivalent committees = 1 workload unit
- (f) In cases where departments have traditionally had difficulty predicting individual study loads, workload units assigned to a faculty member for individual study supervision may be calculated based upon the average of the faculty member's actual load during the previous three years, excluding time spent on sabbatical or leave.

1.1.5 Student Advising

- (a) The advising of students is an essential function of faculty. Some advising is expected as a part of normal teaching load. Advising beyond the normal teaching load is recognized as an additional professional responsibility (see Article 13 -Professional Responsibilities), and will vary between departments and faculty based on the needs of students and individual programs.
- (b) Faculty with advising responsibilities greater than those associated with a normal teaching load may be assigned additional workload units for advising by their department chair in consultation with the faculty member and Dean.

2. SERVICE WORKLOAD

2.1. All tenured/tenure track faculty are expected to participate in typical departmental activities (attending faculty meetings, course scheduling sessions, retreats, curriculum discussions, majors fairs, graduation, convocation, etc.) as outlined in Article 13 of the Agreement. In addition, tenured/tenure-track faculty are expected to perform professional, University and/or public service as described in Section 15.3.3. of the Agreement. Workload units associated with service activities are based on 30 hours = 1 workload unit (Academic Code Section IV.E.1).

2.2. Service to the University. Unless otherwise agreed between the faculty member and chair, and approved by the dean, faculty members fulfilling service to the University through the following activities will receive the WLUs described:

2.2.1. Faculty Senate and Faculty Senate Committees. Workload for service associated with the Faculty Senate and its committees is described in the 2010-2011 Academic Code Section IV.E.

2.2.2. ADCO Chair. The chair of the Academic Department Chairs Organization ("ADCO") will receive 9 WLU; the chair-elect will receive 3 WLU.

2.2.3. Search Committees for President/Provost. Release time for faculty serving on committees to select a University president or provost will be negotiated on a case-by-case basis but committee chairs shall be awarded a minimum of 5 WLU, and a minimum of 2 WLU will be awarded to committee members.

- 2.2.4. Other University-Level Service. Workload units will be provided to faculty members who participate in service on University-wide activities and projects based on the effort required.
- 2.3. Service within the College and Department. The size and scope of the commitment and obligations associated with service activities vary considerably between departments and colleges based on such factors as the scope of activities, the size of the units involved in the activities, and the complexity of the tasks. Determination of the workload units associated with service tasks within departments and colleges will be determined by the departments and colleges, subject to approval of the deans. The workload units associated with standardized, recurring service activities within departments and colleges shall be described in department and college policies and procedures. Where necessary, college and department policies and procedures will be revised by end of the 2013-14 academic year to provide, at a minimum, identified numbers of workload units for service on department/college personnel committees, academic program directors, and department/college search committees. Revised policies and procedures will be submitted to the Dean and Provost for final approval before implementation.
- 2.4. Service activities assigned after workload plans have been approved may require a revision/resubmission of a workload plan (see Section 15.4.9) or request for overload.

APPENDIX B – INTELLECTUAL PROPERTY

1. **Introduction.** It is important for Central Washington University (CWU) to provide uniform policies and procedures for the regulation and administration of intellectual property rights generated by the activities of its faculty, employees and others associated with the University such as visiting scholars. The following University Intellectual Properties Policy is therefore established. Nothing in this policy shall be construed to overrule or ignore current law and acceptable use policies regarding existing intellectual properties. This Policy supersedes and replaces all prior intellectual properties policies (2-2.10 Copyrights and Royalties Policy).
2. **Definitions.** For the purposes of this policy, the definitions of terms are:
 - 2.1 **Normal and customary supported works.** Those works developed with no more than the normal support provided to employees and students of the university: general computer support, email, library resources, office space, etc. The use of these resources that are ordinarily available to employees shall be regarded as normal and customary support by the University, and shall not entitle the University to exclusive ownership rights in an intellectual property. The University will not construe the provision of personal office, department facilities, library, laboratory, word processing, data processing, or computation facilities as solely of themselves constituting significant use of space or facilities. Nor will CWU construe the payment of salary or CWU-funded faculty research grants, professional leaves, etc., solely of themselves to constitute significant use of funds. Should any controversy concerning this Policy arise, it will be referred to the Intellectual Properties Committee.
 - 2.2 **Intellectual Properties (IPs).** Intangible properties protectable as to ownership under the laws of patent, copyright, trademark, or trade secret.
 - 2.3 **Investigator (also called Principal Investigator).** Refers to the author, creator, inventor, whether faculty, staff, administrative exempt employees of the University, visiting scholars, etc. In limited cases, students are specifically included.
 - 2.4 **President.** President of Central Washington University.
 - 2.5 **University.** Central Washington University.
 - 2.6 **University-assigned works:** Are those works that are the result of a specific re-assignment for an employee that are explicitly out of the norm of regular duties. In general, the University will have supported this work by reassigned time, special funding of equipment, etc., and such support will be documented in a specifically negotiated agreement/contract. Such assignment does not fall under the category of “other duties as assigned” as referred to in many employees’ position descriptions, nor does such an assignment equate as “works-for-hire” (q.v.).

- 2.7 University-sponsored works. Works resulting almost wholly from University support of equipment, supplies, etc., that is beyond that which would be defined as normal and customary. As a general rule, such works would rely heavily on the expertise and/or facilities provided by the University.
 - 2.8 Works-for-hire. Works qualifying as “works made for hire” under the Copyright Act of 1976, as amended, codified at 17 U.S.C. 101 as well as manuscripts, software, patent-able inventions or creations, or other materials produced by persons whose primary employment by the University is specifically to produce such works (*e.g.*, graphic designers, marketing personnel, television producers). Borderline determinations should be documented, when desired, in accordance with this Policy. Should any controversy concerning this Policy arise, it will be referred to the Intellectual Properties Committee.
3. Objectives.
- 3.1 To define, clarify and protect the rights and equities of investigators, the University, governmental or private sponsors of research and creative works, and the public, with respect to inventions and original works, by providing for just and equitable recognition of the legitimate interests of each of the above in such inventions and works.
 - 3.2 To enhance the University’s pursuit of research and creative works, education, and public service by promoting recourse to the patenting, licensing, and copyright process and by providing information, support and liaison concerning the procedures and problems involved therein.
 - 3.3 To encourage broad utilization of the results of University-based research and creative works and to provide a vehicle for the transfer of new technology and ideas from the University to the community at large, by permitting exploitation (both commercial and otherwise) in the public interest and for the public benefit, in a manner consistent with the integrity and objectives of the academic process, including the goal of public dissemination of the results of research and creative works.
 - 3.4 To stimulate innovative and creative scholarship, research and creative works, writing and their recognition, by establishing an administrative process that enables the University to make payments to investigators when the University licenses IP developed by those investigators.
 - 3.5 To encourage and assist scholars and researchers in identifying potentially commercializeable IP, to require prompt and early reporting thereof to the Intellectual Properties Committee (IPC) and to promote scholarly publication concerning such IP in a manner that does not prejudice the obtaining of a patent or other forms of IP protection.

- 3.6 To devise and promulgate clear and practicable regulations, procedures and forms for the reporting and disclosure of IP and the timely prosecution of patent applications and copyright registrations in appropriate cases.
 - 3.7 To provide for obtaining legal protection and licensing of IP, where appropriate, through the Intellectual Properties Committee or an IP management organization or publishing entity designated by that Committee.
 - 3.8 To preserve and protect the rights, as agreed, of any government or private sponsors of research and creative works in any invention or work that may be generated by such research and creative works, and to ensure compliance with the statutory or other terms of any such grant.
 - 3.9 To preserve and protect the rights of the University in inventions or other original works which result from the use of University funds or facilities by faculty, employees, students or trainees, in keeping with state law.
4. Policy for Determining Ownership Rights. The principle is hereby recognized that there are usually three interests involved in connection with research and creative work and invention performed in the University by or under the direction of the faculty and staff of the University. The investigator, the University, and the general public, whose taxes and gifts support the University, represent these three interests. If the research and creative work is financed wholly or in part by an outside agency there exists an additional interest.

In general these interests are best served by immediate publication and dissemination of the results. In some cases, however, the interests of all are best protected and furthered by obtaining legal protection for, and commercializing, the results of research and creative works, which include but are not limited to copyrightable materials, information, and tangible materials.

Distribution of net income resulting from intellectual property is detailed in Section 5 of this document.

For Intellectual Properties developed before the creation of this policy, the investigator(s) has(have) the option to (1) continue under the existing agreements made at the time of undertaking work, or (2) request to the Intellectual Properties Committee to have his/her/their work approved and governed by this policy.

Multiple investigators have the requirement to decide for themselves on this matter. Members of the IPC will act as consultants if requested to do so.

- 4.1 Intellectual Properties Resulting from Personal or Private Research and Creative Works (i.e., Normal and customary works). The University shall have no vested interest in intellectual properties clearly resulting from personal or private enterprise, without more than normal and customary cost or expense to, or use of facilities, equipment or staff of, the University. Insofar as faculty members have an obligation to produce scholarly works, they may use university property to create such scholarship. The university has no claim on the revenues generated

from these properties created by individual effort. Revenues generated by intellectual properties created by the individual effort of the faculty member (or members) remain with the faculty member(s).

Such intellectual properties may be voluntarily offered by the faculty member to the Intellectual Properties Committee for the possible securing of a patent or copyright and for subsequent developing, processing and exploitation under University aegis. If such offer is accepted by the Intellectual Properties Committee, the investigator shall assign her/his rights to CWU and shall thereafter receive SEVENTY-FIVE (75%) of the net profits if any (amount received by the University, less costs) derived from any exploitation of the patent or copyright. This policy shall be applied in compliance with all state ethics laws (Cf. RCW 42.52.160, Use of persons, money, or property for private gain).

4.2 Intellectual Properties Resulting from University Sponsorship (i.e., University sponsored and University assigned).

4.2.1 Wholly University Supported. Intellectual properties resulting from research and creative work wholly supported by University funds shall be the property of Central Washington University. The developers of such IPs shall confirm the University's ownership by assigning their rights to Central Washington University and shall execute all other documents as required to enable the University to protect and manage those rights and shall be entitled to receive a share of the net profits (amount received by the University, less costs) derived from any commercial exploitation of the patent, licensing, or copyright of that work. That share is determined according to the schedule included in the procedures implementing this Policy (Cf. Sect. 8).

4.2.2 Multiple funding sources. Intellectual Properties resulting from research and creative work supported by an outside agency or agencies, and with CWU funds, shall be governed by the provisions of the agreement with the sponsoring agency and CWU. In the absence of such provisions, the Intellectual Property rights shall be determined in accordance with this policy.

4.2.3 Online Courses. Faculty members who develop (or developed online courses for use by the University on or after November 21, 2008), will own the intellectual property for that class, unless otherwise owned by another individual, regardless of whether it was developed as a "normal and customary work" or as a "University sponsored or assigned work. The University shall have the ability to use an online course as follows:

- a. For those online courses developed by a faculty member as "University sponsored or assigned work" under a separate contract that provided additional compensation:

- i. Where courses are developed by faculty members for programmatic purposes by faculty members who have no intention to teach the courses themselves, the University will have an unlimited license to use the original online course material for a period of two (2) years following its initial development.
 - ii. Where courses are developed by faculty members who intend to teach the courses themselves, the University will have a license to use the original online material developed for that course for a period of two (2) years following the completed development of the course, or twelve (12) months following the faculty member's last date teaching the course, whichever period is longer. The faculty member who developed the online course material shall have right of first refusal for any class taught using this material.
 - b. For all other online courses developed as "normal and customary work," the University will have a limited license to use the course for a period of one (1) academic year, or two (2) consecutive full quarters, following the developing faculty member's last date teaching the course. This license shall be for the sole purpose of allowing another faculty member to teach the course due to the unavailability of the faculty member who developed the course.
- 4.3 Intellectual Properties Resulting from Research and Creative Work Supported by an Outside Agency. Intellectual Properties resulting from research and creative work supported by an outside agency or agencies shall be governed by the provisions of the agreement with the sponsoring agency. In the absence of such provisions the Intellectual Property rights shall be determined in accordance with this policy.
- 4.4 Intellectual Properties Produced "for Hire." The University shall be the sole proprietor of any work done "for hire," and may make such disposition of resultant materials as it may choose. Should any controversy concerning this Policy arise, it will be referred to the Intellectual Properties Committee.
- 4.5 Intellectual Properties and Rights of Students.
- 4.5.1 Coursework assignments. IPs (writings, software programs, artworks, etc.) produced as a result of general coursework assignments are the property of the student or students. Assignments requiring multiple students to participate are the property of those students and they have the requirement to decide for themselves rights and distribution.

4.5.2 Mentor-guided projects. IPs produced as the result or by-product of the guided supervision of a mentor on a specific project are the property of the mentor. Such work arrangements should also be documented in a separate agreement between the mentor and student(s) involved. This situation applies to cases in which the student is being paid by funds from a mentor's research grant and also in cases in which a student is taking mentor-guided research credit courses (e.g. CHEM 495).

4.5.3 Theses. *The University recognizes that copyright for theses remains with the student.*

The original records (including software) of an investigation for a graduate thesis or dissertation are the property of the University but may be retained by the student at the discretion of the student's major department and faculty mentor.

The University shall have, as a condition of degree award, the royalty-free right to retain, use and distribute a limited number of copies of the thesis, together with the right to require its publication for archival use.

4.6 Asserting or Relinquishing University Rights to Intellectual Properties. The University may relinquish all of its rights to the investigator in the following cases:

4.6.1 Normal and customary works. If the invention is judged by the Intellectual Properties Committee to be the result of personal or private research or creative work, under the rules adopted by the state Executive Ethics Board, and have required no more than Normal and customary support of the University;

4.6.2 Determination to not accept rights offered by investigator. If the University decides not to secure a patent for an invention which is a result of personal or private research or creative work but has been submitted to the Intellectual Properties Committee voluntarily by the investigator for possible development and patent under University auspices as hereafter noted;

4.6.3 Determination not to pursue rights for University-sponsored or university assigned works. If the University determines that it is not in its best economic interest to pursue a patent on an invention, the rights may be released to the sponsoring agency (if such action is required by grant or contract agreement), or to the Investigator;

4.7 Rights when investigator moves to new employment. When an investigator moves to new employment, CWU shall enter into a technology administration agreement ("TAA") with the new employer to enable the orderly administration of rights related to any IP created by the investigator. CWU will retain all rights to commercialize or otherwise license the intellectual property, and rights in

improvements created at the new university will be determined in accordance with that university's intellectual property policy.

5. CWU Distribution Policy and Schedule for Net Revenues from Licenses, Royalties, and Copyright.

- 5.1 Scope and Intent for the distribution and sharing of net revenues. Research, invention, creative endeavors, and other intellectual work shall be encouraged and supported by Central Washington University. For university-sponsored and university-assigned materials a sharing of royalties and income is appropriate because of the investigator's provision of creative efforts on the one hand and the University's specific provision of salary, facilities, administrative support, and other resources on the other.

If there are two or more investigators, each investigator shall share equally in the said share, unless all investigators have previously agreed in writing to a different distribution and have notified the University in writing thereof.

- 5.2 University-sponsored / University-assigned. A portion of the net profits after obligations from the sale or licensing of university-sponsored or university-assigned intellectual property shall be allocated to its investigator(s) to foster a culture of practical innovation. This should be based not only on cash royalties received, but also on stock or other assets received by the university from the sale or licensing of that intellectual property. A portion of the university's share should go directly to the investigators' academic unit (college or department), to encourage future intellectual property development.

- 5.3 Net revenue. Net revenue income is defined as gross income from licensing minus direct costs. For this purpose, direct costs may include:

- 5.3.1 All costs associated with obtaining legal protection for the Intellectual Property;
- 5.3.2 All costs from the marketing and licensing of the Intellectual Property;
- 5.3.3 All legal costs associated with the above or in connection with, or in anticipation of, litigation or controversy between any parties involving rights under such Intellectual Property;

Direct costs shall not include operating costs of CWU's sponsored research office.

- 5.4 Net Revenue distribution for Intellectual Properties. When income generated from various discoveries and creations in teaching, research and creative works is small (under \$25,000), investigators will retain any generated revenue up to and including \$25,000. Sharing beyond that limit for creations in which University resources are instrumental in the production is set forth in the table below. The first \$25,000 in net revenue for any individual item of intellectual property shall be paid to the investigator in full, after which distribution is suggested as follows.

Individual contracts or agreements may vary in detail from this suggested schedule.

Participation	Distribution		
	Investigator ^[1]	CWU Grad Office	Reinvestment ^[1]
Individual effort	100%	0	0
University-sponsored			
\$0-\$25,000	100%	0	0
\$25,001-\$50,000	75%	15%	10%
\$50,001-\$100,000	60%	20%	20%
\$100,001 and greater	50%	25%	25%
University-assigned ^[2]	20%	50%	30%

1. This specific percentage of royalty funds will be reinvested in the investigator's scholarly activities or that of the department or college.
2. Excluding employees whose primary duties include creation of intellectual properties (e.g, promotion publications in print, video, and digital formats produced for hire. Cf. Sect. II, definitions).

5.5 Distribution process. Distribution of the investigator's share shall be made annually from the amount of net royalties if any, received during the previous fiscal year.

- 5.5.1 Prior to the determination of the distribution of net income, the investigator shall receive a statement of direct expenses charged against the gross income derived from an agreement.
- 5.5.2 Investigators shall have 30 working days to challenge the statement of direct expenses.
- 5.5.3 After resolution of such challenge, if any, the distribution of funds will occur.
- 5.5.4 Distributions to investigators are final and shall not be affected by unanticipated expenses 90 days after distribution.
- 5.5.5 Adjustments may be made to correct a clerical error.
- 5.5.6 In the case of the death of the investigator, any unpaid royalties shall be paid to the investigator's estate unless otherwise specified.
- 5.5.7 In the event of any litigation, actual or imminent, or any other action to protect patent rights, distribution of royalties will be withheld until resolution of the dispute.

6. Procedure with Respect to Outside Employment and Avoiding Conflict of Interest. See relevant CWU policies. (Cf. Policy Manual, 2-2.7 Ethics, 2-2.9 Conflict of Interest; state law and regulations (RCW 42.52 Ethics in Public Service)).
7. Criteria Governing Outside Commercial Sponsorship of Research and Creative Work. Contracts and other arrangements between the University and outside commercial sponsors of research and creative work must comply with the following criteria.

Research investigators and the University shall be free to disseminate and publish the results of sponsored research and creative works, provided that in order not to jeopardize applications for patents the University may agree that any proposed publication will be submitted to the sponsor with notice of intent to submit for publication and that unless the sponsor in writing requests a delay within TWO (2) months from the date of such notice, the investigators or the University shall be free to proceed with immediate publication. However, if the sponsor requests a delay, the submission of the manuscript will be withheld for the period requested, but in no event for longer than SIX (6) months from the date of the notice of intent to submit for publication and only in order to permit the sponsor to prepare and file the necessary application.

The University shall retain the right to take title to any patentable inventions or discoveries arising from the undertaking of sponsored research, except that the University may grant an exclusive license to the sponsor for an agreed-upon period and generally bearing a royalty to be agreed upon. Such licenses shall also be subject to a reservation of rights to the University to allow the University to continue to make and use the IP in its own research and education.

Any agreement or arrangement with the commercial sponsor shall not impose any restrictions upon the University in conflict with its established policies and practices, but shall permit performance of the research, creative work or other investigation in the same manner and subject to the same administrative requirements applicable to research financed with the University's own funds.

Requirements of granting agencies will be complied with (*e.g.*, NSF Grant Policy Manual, Sect. 7 <http://www.nsf.gov/pubs/2002/nsf02151/gpm7.htm>).

8. Procedures for the Administration of Intellectual Properties Policy.
 - 8.1 The Intellectual Properties Committee. The Intellectual Properties Committee (IPC) shall be vested with authority to administer this Policy and reports to the President.
 - 8.2 Membership of IPC. The IPC shall consist of the following persons:

Voting:	1 faculty member of each college Dean of Library Services AVP of Grad Studies or designee
Non-voting:	Legal counsel
Chair:	Elected by voting members

Quorum: Majority

- 8.3 Meetings of IPC. The IPC shall meet as often as the Chair deems necessary, but at least quarterly based on the fiscal 12-month calendar.
- 8.4 Powers and Duties of IPC [BOT approved 01/17/06]. The IPC shall have the following *delegated authority*, powers and duties.
- 8.4.1 To interpret and apply the Intellectual Properties Policy, in keeping with applicable state and federal laws and regulations.
- 8.4.2 To evaluate inventions for patentability and economic feasibility, and where desirable to seek expert advice to assist it in making such determinations.
- 8.4.3 To decide on the category into which an invention or original work falls for the purposes of determining who has or shares the equity therein.
- 8.4.4 To assign inventions to outside organizations for the evaluation, patenting and licensing of inventions, and to procure the receipt of royalties or other benefits by the University.
- 8.4.5 To release patent rights to the investigator in the absence of overriding obligations to outside sponsors of research, in cases where it is deemed equitable or appropriate to do so, subject to the written approval of the President or a person designated by the President.
- 8.4.6 To submit its decisions on patent and copyright matters to the President of the University, or to a person designated by the President for such purposes.
- 8.4.7 To provide assistance and advice to faculty and other research personnel concerning all aspects related to the patenting and licensing of inventions and the copyright in original works.
- 8.4.8 To ensure an effective system of patent and copyright administration by means of an ongoing review of applicable policies and procedures and to make reports and recommendations for improvement when appropriate to the President.
- 8.4.9 To take the actions necessary to achieve the objectives and goals of the Intellectual Properties Policy, without being limited by the specific powers and duties enumerated above.
- 8.4.10 To determine the patent or related rights or equities of the University to other interested parties in an invention and to decide on the appropriate division of royalties.

- 8.5 Procedure for Early Notification and Reporting Intellectual Properties. All employees of the University, all non-employees who use University research facilities and those who receive grant or contract funds through the University shall promptly report any ideas for and/or reduction to practice of a potentially patentable invention or discovery, or copyrightable work that may be commercializeable, to the IPC. The purpose of such a report is two-fold: (1) determination of ownership rights, and (2) determination by the University to assert its rights or release them (Cf. Sect. 4).

A faculty or staff member who writes or produces a work which he or she believes may be commercially exploitable shall notify the IPC in writing (IPC Form 1). Works developed and intended to be published or distributed from the university and with substantial use of university facilities are subject to this notification requirement.

Example 1. Investigator develops a shareware program and wishes to distribute it via the campus network.

Example 2. An author wishes to publish and distribute a chapbook of poetry

However, publications of manuscripts as commercial monographs, textbooks, or in academic periodicals, collections and conference proceedings, are not subject to this notification requirement. (Cf. Sect. 4)

The report (IPC form 1) shall be submitted at the earliest opportunity to the IPC (IPC Form 1). Such a report is filed when the investigator first sets to work on a project to develop an IP, or later in the process when the investigator realizes that development of IP is probable.

The IPC may forward the report to the department chair or the immediate supervisor of the investigator for evaluation. The department chair or immediate supervisor to whom the report is submitted shall review it and shall return an evaluation to the IPC within THIRTY (30) days after receipt, together with a written opinion regarding the accuracy of the investigator's statement and the reasons for such opinion.

The Chair and members of the IPC shall take steps needed to assure and preserve the confidentiality of all documents. (See confidentiality agreement, IPC Form 2.)

The investigator shall be notified of meetings of the IPC and may be invited to attend the meetings at which her/his report will be considered.

The IPC shall within NINETY (90) days of the submission of the report and required statement notify the President of the University, or a designated agent, the investigator and the departmental head or immediate supervisor of its decision

with respect to the disposition of the matter and the respective rights or equities of any interested parties.

The President or designated agent may overrule in writing the decision of the IPC, but failing such action within THIRTY (30) days of submission of the decision to the President or such agent the decision of the IPC shall be binding on all parties, unless appealed within that time.

The investigator shall be notified in writing of the final decision of the University within THIRTY (30) days.

If the administration of CWU decides not to pursue development of the Intellectual Property, or takes no specific action that indicates intent to do so, within one hundred twenty (120) days after the receipt of the IPC Form 1 by the Office of Graduate Studies, all rights shall revert to the investigator upon written claim of the Investigator.

If the University pursues development of the Intellectual Property, it shall take action within two hundred seventy (270) days after the issuance of the final, written recommendation of the IPC. If the University fails to act within this period, all rights shall revert to the Investigator upon written claim.

- 8.6 Execution of Necessary Documents. Shared copyright registration, the purchase of an ISBN, where appropriate, and marketing and distribution methods will be based on a mutually negotiated agreement between the investigator and the University.

A suitable technology transfer agent (TTA) may be selected by mutual agreement of the investigator and the IPC for patent filing and other agreed upon actions. The investigator will submit a detailed disclosure form to the TTA with a copy to the IPC. The investigator will then work directly with the TTA on submission of the patent.

APPENDIX C – SUMMER SESSION FACULTY SALARY PRORATION POLICY

The following policy provisions will apply to Summer Session operations. Unless otherwise provided, the summer salaries for regular faculty teaching in addition to their regular contract shall be computed as one forty-fifth (1/45th) of the salary for the previous academic contract year per workload unit, with ten (10) workload units considered as a full load during summer session.

1. Proration will be based upon individual faculty salaries on a breakeven basis. If revenue from a faculty member's courses, taken as a sum, fails to surpass the full cost of all courses taught by that faculty member then the faculty member's salary will be reduced until the breakeven point is achieved. Full costs include instructional salary, benefits, contribution to department and college overhead, and contribution to university overhead.
2. The course may be canceled if ten (10) undergraduate or five (5) graduate students or fewer are enrolled. The decision to cancel a course will be made by the dean in consultation with the faculty member and the department chair.
3. In some instances in order to meet the goal of summer session to "provide appropriate course and programmatic offerings in order for students to meet their academic needs and interests," exceptions either to the proration or to minimum enrollment may be made at the discretion of the dean (or associate dean) and department chair and as agreed to by the faculty member.
4. An individual faculty member, in consultation with the dean (or associate dean) and department chair, has the discretion to not teach at a prorated salary. If the faculty member decides to not teach the course at the prorated salary, then the teaching assignment may be offered to another faculty member as demand warrants. Notice of the determination of the need to prorate will be made by the third (3rd) instruction day of the session.

APPENDIX E – JUST CAUSE GUIDELINES

Just cause guidelines commonly used by arbitrators are as follows:

1. **NOTICE:** "Did the Employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"
2. **REASONABLE RULES OR ORDER:** "Was the Employer's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that the Employer might properly expect of the employee?"
3. **INVESTIGATION:** "Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?"
4. **FAIR INVESTIGATION:** "Was the Employer's investigation conducted fairly and objectively?"
5. **PROOF:** "At the investigation, did the judge obtain substantial evidence or proof that the employee was guilty as charged?"
6. **EQUAL TREATMENT:** "Has the Employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?"
7. **PENALTY:** "Was the degree of discipline administered by the Employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense, and (b) the record of the employee in his service with the Employer?"

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