

**EASTERN WASHINGTON UNIVERSITY**

**AND**

**UNITED FACULTY OF  
EASTERN WASHINGTON UNIVERSITY**

**SEPTEMBER 1, 2022 – AUGUST 31, 2025**



COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

EASTERN WASHINGTON UNIVERSITY

AND

UNITED FACULTY OF EASTERN WASHINGTON UNIVERSITY

SEPTEMBER 1, 2022 – AUGUST 31, 2025

## TABLE OF CONTENTS

ARTICLE 1: RECOGNITION .....	6
ARTICLE 2: ACADEMIC ORGANIZATION .....	7
ARTICLE 3: APPOINTMENTS .....	9
ARTICLE 4: QUALIFICATIONS FOR FACULTY APPOINTMENTS .....	12
ARTICLE 5: TENURE, PROMOTION AND RETENTION .....	17
ARTICLE 6: FACULTY PERSONNEL FILES .....	26
ARTICLE 7: PROFESSIONAL RIGHTS AND RESPONSIBILITIES .....	27
ARTICLE 8: COMPENSATION AND BENEFITS .....	40
ARTICLE 9: SEMESTER FACULTY IN THE COLLEGE OF HEALTH SCIENCE AND PUBLIC HEALTH .....	47
ARTICLE 10: DEPARTMENT AND LIBRARY CHAIRS AND ACADEMIC DIRECTORS .....	49
ARTICLE 11: LEAVES.....	55
ARTICLE 12: GRIEVANCE PROCEDURE .....	65
ARTICLE 13: CONSTRUCTIVE ACTION.....	68
ARTICLE 14: DISCIPLINE.....	69
ARTICLE 15: REDUCTION IN FORCE .....	71
ARTICLE 16: NONDISCRIMINATION, AFFIRMATIVE ACTION, AND DIVERSITY, EQUITY AND INCLUSION .....	75

ARTICLE 17: INTELLECTUAL PROPERTY RIGHTS .....	77
ARTICLE 18: UFE—UNIVERSITY RELATIONSHIP .....	80
ARTICLE 19: UNION-MANAGEMENT COMMITTEE .....	83
ARTICLE 20: TERMS OF AGREEMENT .....	84
ARTICLE 21: FACULTY DISPUTE RESOLUTION.....	85
ARTICLE 22: ONLINE & HYBRID EDUCATION .....	91
ARTICLE 23: DURATION.....	93
APPENDIX A.....	95
APPENDIX B .....	96
APPENDIX C .....	99
APPENDIX D.....	100
APPENDIX E .....	105
APPENDIX F .....	106

## **PREAMBLE**

Eastern Washington University (the “University”) and the United Faculty of Eastern Washington University (the “UFE”) (collectively, the “Parties”) agree as follows:

## **ARTICLE 1: RECOGNITION**

- 1.1 Recognition. The UFE is the exclusive bargaining representative regarding matters of wages, hours, and terms and conditions of employment, for the bargaining unit as certified by the Public Employment Relations Commission:

All full-time and regular part-time employees of the University who are designated with faculty status, excluding casual or temporary employees as defined in WAC 391-35-350, administrators, confidential employees, graduate student employees, post-doctoral and clinical employees, and employees subject to Chapter 41.06 or 41.56 RCW.

## ARTICLE 2: ACADEMIC ORGANIZATION

- 2.1 Faculty Senate. The University and the Union acknowledge the role of the Faculty Senate in shared governance. The Union represents faculty interests on wages, hours, and terms and conditions of employment. The Faculty Senate will make recommendations from the faculty to the University on academic matters and issues relating to the intellectual life of the University.
- 2.2 Administrative Personnel. The faculty will participate in the selection of academic administrative personnel.
- 2.3 College, School, Department, and Academic Unit Policies and Procedures.
  - 2.3.1 This Agreement supersedes specific provisions of college, school, department, and academic unit P & P which conflict with its provisions.
  - 2.3.2 College Policies and Procedures (P & P). Each college shall develop Policies and Procedures (“P & P”) and a mission statement that are consistent with the Agreement, University Policies and Procedures, and the University’s mission. The college P & P, upon approval by a ballot of the full-time college faculty (i.e. all tenured and tenure-track faculty, lecturers, and senior lecturers) is forwarded to the Chief Academic Officer for final approval. Only tenured and tenure-track faculty may vote on sections of the P & P related to promotion to associate and full professor. Review of the college P & P will be conducted at least every three (3) years. Any proposed revisions, amendments or modifications to an approved college P & P will be approved by a ballot of the faculty pursuant to the procedures detailed in this article. Colleges will develop a new P & P to be approved by a ballot of the faculty as specified in the Article with a deadline of June 1, 2023. If a P & P is not completed by that date, then the Chief Academic Officer will meet with the College’s chairs and directors to work towards timely completion of the P & P. If a P & P is not timely completed, then the College will be governed solely by the provisions of the CBA and University policies and procedures.
  - 2.3.3 Each school, department and academic unit shall develop a P & P and a mission statement that are consistent with the respective college P & P and mission. School, department, and academic unit P & P, upon approval by a ballot of the full-time faculty (i.e. all tenured and tenure-track faculty, lecturers, and senior lecturers) are submitted to the dean for preliminary approval and forwarded to the Chief Academic Officer for final approval with an approval deadline of December 1, 2023. If a P & P is not completed by that date, then the Chief Academic Officer will meet with the Department Chair or Independent Director to work towards completion of the P & P. If a P&P is not timely completed, then the school, department, or academic unit will be governed solely by the provisions of the CBA, the completed College P&P, and University policies and procedures. Only tenured and tenure-track faculty may vote on sections of the P & P related to

promotion to associate and full professor. Review of the school, department, and academic unit P & P will be conducted at least every three (3) years, and any proposed revisions will be approved by a ballot as described in this paragraph.

- 2.3.4 The Chief Academic Officer's approval of P & P does not imply approval or disapproval of individual Faculty Activity Plans ("FAP") as defined below.
- 2.3.5 Colleges/school/departments/academic units shall develop strategic plans and goals which are consistent with the University strategic plan and make recommendations about how resources will be allocated to accomplish their plans and goals.
- 2.3.6 Assessment plans must be a component of college, school, department, and academic unit strategic plans and shall be consistent with the University's Academic Assessment Plan. All college, school, department, and academic unit plans shall include comprehensive measures of student outcomes and competency by major. Programs' plans are to be consistent with the University's and filed with the college dean and the University official administering assessment and accreditation. Independently accredited programs that have satisfied their accreditation obligations and delivered pertinent materials to the college dean and the University official administering assessment and accreditation have fulfilled the requirement of this article.



## ARTICLE 3: APPOINTMENTS

- 3.1 Faculty Appointments. A full-time contract year for faculty, except for Librarians, is the three (3) quarters of fall, winter and spring or the two (2) semesters of fall and spring for faculty whose terms are defined in Article 9 of this Agreement. Summer session appointments are by separate contracts. A full-time contract year for a librarian will be a minimum of nine (9) months, and may be as long as twelve (12) months. The contract year will be defined in writing at the time of hire, and may be changed through written agreement with the approval of the Library Faculty Personnel Committee, Dean, and Chief Academic Officer.
- 3.2 Faculty Status.
- 3.2.1 Probationary Appointments
- (a) Assistant Professor
  - (b) Associate Professor
  - (c) Full Professor
- 3.2.2 Tenured Appointments
- (a) Associate Professor
  - (b) Full Professor
- 3.2.3 Special Faculty
- (a) Lecturer/Library Associate
  - (b) Senior Lecturer/Senior Library Associate
  - (c) Faculty in Residence
  - (d) Clinical Faculty
    - (i) Clinical Assistant
    - (ii) Clinical Associate
    - (iii) Clinical Full
- 3.2.4 Adjunct Faculty. Faculty with quarter or semester appointments who teach 1/6 time or more in any academic year, or are appointed to .17 or greater FTE assignment as a library faculty member.
- 3.3 Authority for Appointment and Reappointment. All faculty appointments and reappointments are made upon the recommendation of the Chief Academic Officer and the President to the Board of Trustees and are not effective until the Board of Trustees or designee has taken formal action. Only those terms of employment that are made in writing to the appointees shall be binding upon the University.
- 3.4 Faculty Recruitment. The University will establish policies and procedures for faculty recruitment that are consistent with guidelines adopted by the American Association of University Professors. Search committees made up of school/departmental, academic

unit, faculty members, and the chair provide the recommendations regarding faculty candidates to the dean through the selection process described in the individual college/school/department/academic unit P & P.

- 3.5 Additional Staffing. The parties recognized the vital role that tenured and tenure-track faculty play in academic life of the University, and share a commitment to emphasizing the role of tenured and tenure-track faculty in teaching and librarianship at the University. Consistent with school/department/academic unit needs and University resources, the University will give first consideration to adding tenure-track positions when adding staff to meet increased and ongoing student demand or institutional need and will make efforts to replace lecturer/senior lecturer retirements with lecturer hires. All adjunct faculty members will receive a written notice of appointment.
- 3.6 New Faculty Appointments.
- 3.6.1 All candidates must meet the qualifications for the rank to which they are appointed, and are expected to provide, either through professional experience or graduate experience, evidence and continuing potential for:
- (a) Excellent teaching or librarianship that commands the respect of students and faculty as demonstrated through such measures as peer evaluations and student evaluations of teaching.
  - (b) Important professional contributions of local, state or national significance.
  - (c) Superior professional activity, scholarship and/or creative activity.
  - (d) Working constructively, collaboratively, productively and professionally to achieve school, department, college, academic unit, and University goals.
- 3.6.2 In addition to the minimum criteria for rank stated in this Article, colleges, schools, departments, and academic units may establish additional criterial for appointment and promotion.
- 3.6.3 The University will include in the materials it furnishes to candidates for faculty positions a link informing the candidate of the Agreement, pointing out the provisions on tenure and promotion, and providing contact information for the UFE.
- 3.6.4 At the time of appointment, each faculty member will be informed of the criteria for retention, tenure and promotion as described in the colleges', schools', departments', and academic units' P & Ps. The faculty member will also be informed in the offer letter of the four-digit CUPA code associated with the job description for the position into which the faculty member is being hired.

- 3.7 Appointment with Tenure. Faculty may be hired with tenure at the rank of Associate Professor or Full Professor. The process for hiring with tenure must follow the hiring-in procedures as designated in the colleges', schools', departments', and academic units' P & Ps, and it must include the full evaluation process for granting tenure by faculty of the department. Those hired in with tenure must, at least, meet the criteria and qualifications for the rank of Associate Professor as indicated in Sections 4.2 and 4.5.
- 3.8 Joint Appointments. Faculty may be appointed in two (2) or more departments/programs/library subject to the following conditions:
- 3.8.1 The original appointment must be approved by each of the departments or programs to which it is made.
- 3.8.2 The proportion of an appointee's professional responsibilities and rights during the academic year shall be agreed upon in writing at the time of the appointment by the appointee and those departments or programs to which the appointment is made. Ordinarily, at least one-third of the appointee's professional rights and responsibilities must be in each of the departments or programs involved. Such proportion shall be changed only through consultation among the appointee and the affected administrative units. Changes in the appointment must be approved by the departments or programs to which the appointment was made.
- 3.8.3 A joint appointee shall be evaluated for promotion, retention and tenure by a faculty committee whose composition proportionately reflects the division of the faculty member's professional responsibilities between or among the departments or programs to which the appointment is made. If the joint appointment is in more than one college or unit, the reviewing committee shall include representation from each.
- 3.8.4 The School/Department/Academic Unit Personnel Committee ("Personnel Committee" or "PC") must include representation from the schools/departments/academic units involved unless this is impossible due to the number of tenured faculty, in which case tenured faculty from related disciplines will serve.
- 3.9 Probationary Appointments. Faculty may be hired on a tenure track at the rank of Assistant, Associate or Full Professor.

## ARTICLE 4: QUALIFICATIONS FOR FACULTY APPOINTMENTS

### 4.1 Assistant Professor.

4.1.1 Qualifications. A doctorate or terminal degree is required, however, appointment without these qualifications may be made in exceptional circumstances. Faculty who have this rank shall not have yet attained tenure status.

4.1.2 Length of Probationary Period. The normal full probationary period is six (6) years. The initial appointment is a two (2)-year probationary appointment; subsequent probationary appointments shall be for two (2)-year terms. Probationary appointments may exceed six (6) years, only as provided in paragraph (a) below. Probationary appointments may be less than six (6) years only as provided in Subsection (b) below.

(a) Extensions of Probationary Period. No later than the conclusion of the fifth-year evaluation, a faculty member may make a request to the department chair for a one (1) year extension of the probationary period due to extenuating circumstances outside the candidate's control which have significantly affected the candidate. Such circumstances may include but are not limited to health problems of the candidate or the candidate's family; the birth or adoption of a child; or additional assignments that may have interfered with the execution of the FAP. The department chair's recommendation will be forwarded to the dean, who will grant or deny the request. A candidate may request reconsideration of a denied request through the Faculty Review Board process described in Section 5.5.2.

(b) Shortening the Probationary Period. Faculty may at the time of hire negotiate an agreement for consideration for tenure and promotion with less than a full six (6) years of probationary service at the University. The faculty member will be considered for tenure and promotion according to the terms in their offer of employment unless the faculty member requests to extend the probation period to no more than a full six (6) years of probationary period at the University. Faculty cannot be nominated for early tenure and promotion if they negotiated at the time of hire for consideration for tenure and promotion with less than a full six (6) years of probationary service at the University.

(c) Early Consideration for Tenure.

(i) Application: Early tenure is a rare occurrence that rewards faculty accomplishments that far exceed the minimum requirements of the faculty member's FAP in each one of the three areas of research/scholarly achievements, teaching, and service. Faculty will have only one (1) opportunity to be nominated for early tenure.

Faculty with less than a full six (6) years of probationary service at EWU who demonstrate exceptional achievements may be considered for tenure and promotion after the fifth year at EWU if nominated by their department personnel committee, and their chair, and then subsequently approved by their dean. Meeting or exceeding the requirements of the FAP prior to the sixth year of probationary service does not qualify an individual for nomination or qualify as an exceptional achievement.

- (ii) **Nomination:** A faculty member must be nominated for consideration of early tenure by both the department personnel committee and the chair. Independent evaluations and letters of nomination from the DPC and chair will not exceed two (2) pages each and will both be accompanied by an up-to-date CV. Letters are due to the dean on or before November 1 of that academic year. The letters must demonstrate that faculty accomplishments at EWU far exceed the minimum requirements of the faculty member's FAP in each one (1) of the three (3) areas of research/scholarly achievements, teaching and service. The dean will reply to the applicant in a letter (that is copied to the Chief Academic Officer) either denying or approving the nomination for early tenure and clearly explaining the rationale for the decision on or before December 1 of the same academic year. The dean's approval of the nomination for early tenure is not a recommendation for granting early tenure.
- (iii) **Evaluation:** A faculty member whose nomination has been endorsed by all of the above reviewers and approved by the dean must submit their portfolio according to the tenure and promotion application deadlines established in the academic calendar to be considered for early tenure. Once the portfolio is submitted, the evaluation process and timeline for tenure and promotion is the same as that of other applicants with the proviso that, in order to attain early tenure, faculty achievements must be adjudged by evaluators to far exceed the minimum requirements of the faculty member's FAP in each one (1) of the three (3) areas of research/scholarly achievements, teaching, and service.
- (iv) **Refusal to consider or grant early promotion and tenure** may not be appealed through the grievance procedure in Article 12 or other review procedures established in this Agreement. Denial of early tenure does not preclude the faculty member from subsequently applying for tenure and promotion in year six (6) of the probationary period.

- 4.2 Associate Professor. A doctorate or terminal degree appropriate to the appointment, and six (6) or more years of successful professional experience are normally required. Faculty appointed at the rank of tenure-track associate professor must be evaluated for tenure in the fourth year. If tenure is not granted, notification must be given by March 1 of the fourth year and a one (1) year terminal appointment will be granted.
- 4.3 Full Professor. A doctorate or terminal degree appropriate to the appointment, and ten (10) years of successful professional experience are normally required. Faculty appointed at the rank of tenure-track full professor must be evaluated for tenure in the second year. If tenure is not granted, notification must be given by March 1 of the second year and a one (1) year terminal appointment will be granted.
- 4.4 Professional Librarians.
- 4.4.1 The professional library staff shall have faculty status and equivalent rank, but contract appointments may differ from those of other University faculty in length of appointment (up to twelve (12) months/year), salary and vacation periods in accordance with the needs of the University and the normal practices of the profession which require the Library to be open, properly staffed and operational during summers and academic breaks. As a general policy, new appointments will be made at the rank of Assistant Professor. A new appointment may be made at the rank of Associate Professor, if the candidate meets the paper qualifications for the rank, and the application has the support of the dean and the PC.
- 4.4.2 Original appointment of candidates who do not meet the paper qualifications at the rank of Associate Professor and all original appointments at the rank of Full Professor may be approved upon recommendation of the PC and only when the candidates possess outstanding qualifications which are essential for carrying out an effective program.
- 4.5 Qualifications for Rank of Library Faculty.
- 4.5.1 Assistant Professor. A master's degree in librarianship and at least three (3) years of successful professional experience shall normally be required. Library faculty holding this rank shall not have yet attained tenure. In addition to the minimal rank criteria described in this Agreement, the Library has established additional criteria for appointment and promotion to this rank.
- 4.5.2 Associate Professor. A second master's degree or the doctorate in librarianship or equivalent degree, and six (6) years or more of successful professional experience shall normally be required. A faculty member lacking the doctorate, equivalent degree, or second master's degree shall have at least nine (9) years of successful professional experience. This is the lowest rank at which tenure may be awarded.
- 4.5.3 Full Professor. The doctorate in librarianship, an equivalent degree, a second master's degree, or other terminal degree appropriate to the field, and ten (10)

years successful professional experience shall be required. A library faculty member lacking the doctorate or second master's degree may be appointed to the rank of Full Professor only in exceptional cases and where expertise in their field is clearly equivalent or superior to that associated with the doctorate or second master's degree.

4.6 Qualifications and Appointment Term for Special Faculty Titles. The following are contractual, non-tenure track positions and an annual contract year is the three quarters, fall, winter and spring.

4.6.1 Lecturer and Library Faculty. Qualified faculty with teaching/librarianship responsibilities on an annual contract.

4.6.2 Clinical Faculty Appointments.

- (a) *Clinical Assistant.* Qualified faculty with teaching/clinical responsibilities. The initial appointment is a two (2)-year appointment; subsequent appointments shall be for two (2)-year terms.
  - (i) Qualifications. Teaching experience, minimum of a master's degree in the field of expertise, or other appropriate advanced degree; at least three years recent clinical experience in assigned clinical area.
- (b) *Clinical Associate.* Qualified faculty with teaching/clinical responsibilities. The initial appointment is a three (3)-year appointment; subsequent appointments shall be for one (1) three (3)-year term.
  - (i) Qualifications. At least six (6) years of relevant teaching and professional experience; evidence of supervisory experience (where relevant); superior contributions to the teaching program; as well as recognition for excellence in the professional field and innovation in the area of instruction. Minimum of a master's degree in the field of expertise or other appropriate advanced degree.
- (c) *Clinical Full.* Qualified faculty with teaching/clinical responsibilities. The initial appointment is a four (4)-year appointment; subsequent appointments shall be terms of four (4) years in length.
  - (i) Qualifications. A minimum of twelve (12) years of teaching and related professional experience, evidence of extraordinary contribution to the teaching program, and evidence of recognition for leadership and innovation in the professional field (e.g. leadership in a relevant national organization or recognition for excellence and innovation in teaching). Minimum of master's

degree in the field of expertise or other appropriate advanced degree.

- 4.6.3 Senior Lecturers. Qualified faculty with at least six (6) years of successful service as a Lecturer who have demonstrated excellence in teaching by meeting department and college standards for teaching quality and any other negotiated workload may apply for promotion to Senior Lecturer as detailed in Article 5.4.2(b).
- 4.6.4 Faculty in Residence (Scholar in Residence, Visiting Assistant, Associate or Full Professor). These titles may be granted to individuals of exceptional qualifications brought to the institution to provide a short-term enhancement for a program.
- 4.7. Adjunct Faculty. Qualified faculty with teaching or librarian responsibilities hired on a single term appointment.



## ARTICLE 5: TENURE, PROMOTION AND RETENTION

5.1 Evaluation Committees. Each college shall establish a college personnel committee (“CPC”). Each university school, department, and academic unit shall establish a personnel committee (“PC”) for the purpose of evaluating faculty members for retention, tenure and promotion. Only tenured faculty may serve on personnel committees with the exception of committees for the evaluation/promotion of lecturers and senior lecturers. The PC shall be made up of a minimum of three (3) faculty.

- (a) A PC considering evaluation of a lecturer or promotion to senior lecturer or evaluation of a senior lecturer will consist of senior lecturers and/or tenured associate or full professors. PCs may not be chaired by senior lecturers;
- (b) A PC considering retention of an assistant professor, or promotion to associate professor will consist of tenured associate or full professors;
- (c) A PC considering promotion to full professor will consist of tenured full professors;
- (d) Small departments or programs not housed within a department may include faculty members from related areas and large departments may establish more than one committee.

Senior lecturers serving on DPCs may negotiate release time or equivalent PTOL during the term of DPC service. Service on PCs will be considered in senior lecturer evaluations.

5.2 Schedule. The Human Resources Office will provide the colleges, schools, departments, and units with timelines outlining dates related to the retention, promotion, tenure process.

5.3 Retention of Probationary Faculty.

5.3.1 Evaluation.

- (a) Full-time faculty on probationary status will be evaluated by the chair and by the PC to determine reappointment in the second year of their initial appointment, and annually thereafter. If the chair or independent academic program director is being evaluated and/or seeking promotion, a chair pro-tem will be selected by the candidate in agreement with the dean or dean’s designee. Such evaluations will be based upon progress in meeting goals contained in the Faculty Activity Plan (FAP), which will be consistent with this Agreement and will address the expectations included in department policies and procedures (P & P), college P & P and/or accreditation requirements. The FAP will be in effect throughout the

probationary period unless modified by mutual agreement between the faculty member, chair, PC, dean, and Chief Academic Officer.

- (i) Determining Evidence to be Considered. The types of evidence to be considered will be consistent with the provisions in Article 5.4.3. The types of evidence that demonstrate achievement shall be described with specificity in the FAP and in all cases shall be consistent with the college/school/department/academic unit P & P, and will be consistent with the definitions of the ranks and include the general areas specified in the provisions of Article 4 – Qualification for Rank and in this Section. No other evidence shall be required, provided, or considered.
  - (b) As provided in Section 5.3.1(a), as part of the evaluation process, the school/department/academic unit will provide the faculty member with an assessment of progress on the FAP, any shortcomings in their progress, and a recommendation regarding probationary status. The evaluation will be signed by the faculty member and retained in their official personnel file in the Human Resources Office.
  - (c) The PC and the chair shall each forward an independent recommendation addressed to the dean with a list of faculty members serving on the evaluation committee and a numerical record of the simple majority votes supporting and opposing the evaluation to the dean as to whether the faculty member should be:
    - (i) Continued on probationary status.
    - (ii) Given notice that their appointment will not be renewed or will be terminated according to timelines described in Section 5.3.5 below.
  - (d) Chair and committee evaluations and recommendations shall be retained in the faculty member's file in Human Resources.
- 5.3.2 College Review. The dean will make their own independent review of the materials provided by the faculty member as well as the independent recommendations made by the PC and the chair. The dean will then make an independent and substantive recommendation based on the faculty member's FAP to the Chief Academic Officer. The dean will also forward the PC and chair reviews to the Chief Academic Officer.
- 5.3.3 Chief Academic Officer Review. The recommendations regarding retention of probationary faculty members made by the chair and dean will be forwarded to the Chief Academic Officer. The Chief Academic Officer will make their own recommendation and forward it to the President.

- 5.3.4 Candidate Response. The candidate shall receive copies of the written recommendation at each stage of the review. Within seven (7) working days following receipt of the recommendations from the PC and the chair, the faculty member may submit a written statement to correct factual errors in the recommendations. Within seven (7) working days following receipt of the recommendation from the dean, the faculty member may submit a brief written rebuttal to the deficiencies noted in any negative recommendation submitted by an individual or committee. A copy of the faculty member's correction of fact and/or rebuttal will be forwarded to the Chief Academic Officer and placed in their promotion and personnel file for consideration at the next level of review.
- 5.3.5 Second and Third Probationary Contracts. Following successful completion of their initial probationary appointment, faculty will be provided with a two (2) year probationary contract. Upon successful completion of a second two (2) year probationary contract, faculty will be provided with a third two (2) year probationary contract. If performance shortcomings are identified through the annual evaluation process during the term of a probationary contract, and the faculty member does not make adequate progress in addressing those shortcomings in the following three (3) quarters, the probationary faculty member may be terminated with notice as provided in Section 5.3.6 below.

5.3.6 Notice of Nonrenewal or Termination of Probationary Contract.

- (a) The first probationary year must include two (2) quarters of full-time employment. Summer appointments do not qualify.
- (b) Notice of intent not to renew a probationary appointment for the following year shall be given in writing to the individual in accordance with the following standards:
  - (i) Not later than March 1 of the second academic year of service if the appointment is to expire at the end of the initial probationary appointment.
  - (ii) For faculty in their third through sixth years of the probationary period, notice of intent not to renew shall be given no later than June 1. Such nonrenewal will result in a terminal appointment including a contract that expires at the end of the next academic year.

5.4 Promotion. Candidates for promotion are expected to adhere to University policies and professional standards (*see* Appendix C) regarding the fair and respectful treatment of colleagues, co-workers and students.

- 5.4.1 Effective Date of Promotion. The effective date of promotions resulting from the regular promotion process is September 1 in the next academic year.

#### 5.4.2 Eligibility for Consideration.

- (a) Candidate for Promotion/Rank Qualification Tenure/Tenure Track. Candidates for promotion to Associate Professor with tenure must have at least six (6) years in the Assistant Professor rank, four (4) of which must have been at the University. Credit for prior experience, or any alternative probationary timeline, must be negotiated at the time of hire and included in the offer letter or initial FAP. Candidates for Full Professor must have at least four (4) years in the Associate Professor rank at the University and must meet the qualifications for such rank.
- (b) Candidate for Promotion/Rank Qualification Senior Lecturer. Qualified faculty with at least six (6) years of successful service as a Lecturer who have demonstrated excellence in teaching by meeting department and college standards for teaching quality and any other negotiated workload may apply for promotion to Senior Lecturer. For purposes of the Article, six (6) years of successful service will include fifty (50%) percent or more of a lecturer FTE each quarter or semester, regardless of breaks in service. Each year as a “waived recruit” (candidate hired without a search due to immediate department needs) can be counted toward the six (6) years of service. For the purpose of this Article, six (6) years of successful service will include teaching fifty (50%) percent or more each quarter or semester, regardless of breaks in service.

If, following a thorough review and based on curricular need, the application is recommended by the department personnel committee and chair, it will be forwarded for consideration by the college personnel committee (“CPC”), the Dean, the Chief Academic Officer and the President. If approved, the faculty member shall be awarded promotion to Senior Lecturer. The minimum appointment will be two (2) years, and the notice of non-renewal will be one (1) year, provided that for those faculty who have been employed in a Senior Lecturer position for at least three (3) years, the minimum appointment will be three (3) years. For positions funded by external sources, such as a grant, elimination of the external funding is grounds for termination irrespective of the one (1) year notice requirement.

- (c) Candidate for Promotion/Rank Clinical Faculty. Qualified clinical faculty with at least six (6) years of successful service as an assistant or an associate who have demonstrated excellence in teaching and clinical responsibilities by meeting department and college standards for teaching and clinical quality and any other negotiated workload may apply for promotion. For purposes of this Article, six (6) years of successful service will include fifty (50%) percent or more of a clinical faculty FTE each quarter or semester, regardless of breaks in service. Each year as a “waived recruit” (candidate hired without a search due to immediate

department needs) can be counted toward the six (6) years of service. For the purpose of this Article, six (6) years of successful service will include teaching fifty (50%) percent or more each quarter or semester, regardless of breaks in service.

If, following a thorough review and based on curricular need the promotion application is approved, the faculty member shall be awarded promotion to the next rank. For positions funded by external sources, such as a grant, elimination of the external funding is grounds for termination.

- (d) Presidential Rights Promotion. The President has the right to promote any faculty member at any time subject to approval of the Board of Trustees.

#### 5.4.3 Evidence Considered.

- (a) Determining Evidence to be Considered. The types of evidence that demonstrate achievement shall be described with specificity in the FAP and in all cases shall be consistent with the school/department/college/academic unit P & P, and will be consistent with the definitions of the ranks and include the general areas specified in the provisions of Article 4 – Qualification for Rank and in this Section. No other evidence shall be required, provided or considered. There is no maximum time limit for achieving the rank of Full Professor, and evidence may be provided from multiple post-tenure FAP periods.
- (b) Candidate Responsibility. It shall be the responsibility of the candidates to provide their PC with an up-to-date promotion file. They shall indicate the criteria category to which each of their accomplishments shall be assigned based on the specific language of the FAP. The candidates may not use an accomplishment for evaluation in more than one area (teach, scholarship, service). Once submitted, a candidate may add additional information to their promotion file only upon written approval by the chair or PC. Any such information must be considered by all reviewing levels. No new information may be added to a file by a candidate or a third party once the PC level review has been completed; provided that nothing in this paragraph will preclude a candidate from responding to clarification requests from the college personnel committee, dean or Chief Academic Officer.
- (c) Scope of Evidence. Work performed by a faculty member prior to their appointment at the University may be considered in providing context for the faculty member's pattern of accomplishment in scholarship and creativity. However, for any such work to be included in any retention, tenure, or promotion evaluation, it must be identified in the faculty member's initial letter of appointment or initial FAP. If it is included in

the initial letter of appointment or initial FAP, it may be considered as evidence for retention, promotion, and/or tenure at the University.

- (d) Evaluation of Teaching. Documentation of teaching performance includes the following:
- (i) At least one peer observation of teaching performance for each year of the FAP or to that year of review. Additionally, if faculty perform any online teaching, then there must be at least one peer observation of online teaching during the entire review period. For example, if it is a six (6) year review period, there must be at least one peer observation of online teaching performance.
  - (ii) Numeric summaries of student evaluation for the most recent four (4) academic quarters, or three (3) semesters, excluding PTOL and summer courses, shall be compiled through use of a standardized university assessment instrument and shall be provided to the faculty member in a fully anonymized format by the department chair or administrative designee. The statistical data compiled from that instrument shall not, standing alone, preclude consideration for promotion or tenure. Candidates may request a course exemption from evaluation from their dean.
  - (iii) Complete and unredacted written comments provided by students as part of the student evaluation of teaching process for the most recent four (4) quarters or three (3) semesters. These comments shall be provided to the faculty member in a typewritten and fully anonymized format by the department chair or administrative designee.
  - (iv) Additional evidence of teaching performance may also be submitted. Any additional evidence of teaching performance must relate directly to a specific requirement contained in the FAP. These requirements and evidence may include, but are not limited to, significant curricular or programmatic development at the program, department, college or university level; non-disciplinary publications in the field of teaching and learning; pedagogical development; the development of significant innovations in instructional techniques or materials; significant development of assessment activities or processes; evaluations from community-based partners addressing how partnerships have benefitted the community.
  - (v) Evaluation of Librarianship. Documentation of performance in librarianship must include, peer observations of instruction, peer reviews of librarianship as described in the candidates' FAP,

student and college faculty evaluation of candidates' teaching of library research skills during the most recent four (4) quarters or three (3) semesters, and assessment by the functional supervisor, coordinators and the chair. Evaluations by peers may not be undertaken as anonymous evaluations and must be conducted by individual faculty relative to specific requirements contained in the FAP.

- (vi) Evaluations. Independent evaluations prepared by the chair, the PC, the CPC (if applicable), and the dean considering evidence from the entire period of probation or, in the case of post-tenure promotion, from the prior four (4) years must be included and provided to the Chief Academic Officer.

#### 5.4.4 Tenure/Promotion Review and Recommendations.

- (a) School/Department/Academic Unit Level. The school/department/academic unit P & P specify the scope of the PC's responsibility and review. The PC and the chair shall each forward an independent recommendation in writing addressed to the dean with a list of each individual serving on the evaluation committee and a numerical record of the simple majority votes supporting and opposing the evaluation as to whether the faculty member should be promoted.
- (b) College Level. The CPC will review every file for tenure and/or promotion. After receipt of the school/department/academic unit level recommendations, the CPC shall review the candidate's record and make a recommendation to the dean with a list of each individual serving on the evaluation committee and a numerical record of the simple majority votes supporting and opposing the evaluation. The written recommendations, including the dean's, are forwarded to the Chief Academic Officer.
- (c) Chief Academic Officer Level. After reviewing the complete record, the Chief Academic Officer will forward their written recommendation to the President who will then make a recommendation to the Board of Trustees. In the event of a negative recommendation, any deadlines for notification or action required by the Board of Trustees will be extended until completion of the reconsideration process. If the Chief Academic Officer's recommendation is negative, the faculty member will be informed in writing of the reason. In the case of a nontenure recommendation or denial of promotion, the faculty member has the right to a two-step Reconsideration process.
- (d) Tenure Review of Probationary Faculty. The evaluations for tenure and Associate Professor status are part of a comprehensive process.

- (i) Following the full six-year probationary period and based upon an explicit tenure and rank evaluation, appointment to tenure status may be awarded to a regular full-time faculty member. This evaluation will result in either granting tenure and promotion to Associate Professor or a one-year terminal appointment for the following year.
- (ii) Faculty who, at the time of hire, negotiated a probationary period shorter than six (6) years may choose to put their names forward for tenure review at the time specified in their offer letter or, at their election, at a time no later than the final year of a full six-year probationary period. This evaluation will result in either granting tenure and promotion to Associate Professor or a one-year terminal appointment for the following year.
- (iii) Faculty who are considered for early tenure pursuant to Section 4.1.2(b)(i) will either be granted tenure and promotion or will have one (1) additional opportunity to be considered at a time no later than the final year of the full probationary period.
- (e) Candidate Response. The candidate shall receive copies of the written recommendation at each stage of the review. Within seven (7) working days following receipt of the recommendations from the PC and the chair, the faculty member may submit a written statement to correct factual errors in the recommendations. Within seven (7) working days following receipt of the recommendation from the CPC and the dean, the faculty member may submit a brief written rebuttal to the deficiencies noted in any negative recommendation submitted by an individual or committee. A copy of the faculty member's correction of fact and/or rebuttal will be forwarded to the Chief Academic Officer and placed in their promotion and personnel file for consideration at the next level of review.

5.5 Notice Rights – Reappointment, Non-Reappointment and Separation of Tenure-Track Probationary Faculty.

- 5.5.1 Returning Appointees. Faculty members who have voluntarily terminated their appointments at the University shall be regarded as new appointees if they return in any form of appointment.
- 5.5.2 Letter of Appointment. Upon reappointment or continuation of appointment of a faculty member, an annual letter of appointment will be issued. The letter of appointment signed by the appointee shall be returned to the Chief Academic Officer within fifteen (15) days of its receipt to indicate the appointee's acceptance of the conditions of appointment.



- 5.5.3 Resignation. Faculty members who intend to resign their appointments should provide written notice to their unit dean at the earliest possible date. Faculty members who intend not to accept reappointment shall provide written notice thereof not later than fifteen (15) days after receipt of the letter of appointment. An annual evaluation is required regardless of intent to resign.

## **ARTICLE 6: FACULTY PERSONNEL FILES**

- 6.1 Rights of Faculty. A faculty member has the right to review her/his official personnel file in the Human Resources Office and to place written responses to any material in the file. Written recommendations, evaluations, or other documents relating to performance shall be placed in the official personnel file in the Human Resources Office in a timely fashion.
- 6.2 Confidentiality. Faculty files are public records, subject to the Washington Public Records Act. Therefore, confidentiality cannot be promised. Should a request be made pursuant to the Washington Public Records Act for individual faculty records, then the faculty member shall be promptly informed in writing of the request. Administrative access to faculty records shall be on a “need-to-know” basis.

## ARTICLE 7: PROFESSIONAL RIGHTS AND RESPONSIBILITIES

- 7.1 Academic Freedom and Tenure. The Statement of Academic Freedom and Tenure, 1940 Statement of Principles has been adopted as a basic guideline for University policies by action of the Board of Trustees. *See* Appendix B. To the extent that there are conflicts between this Agreement and these basic guidelines, the terms of this Agreement will prevail.
- 7.2 Ethics. The Statement of Professional Ethics as adopted by the AAUP June 1987 has been adopted as a basic guideline for University policies by action of the Board of Trustees. The principles of professional ethics shall be upheld by all members of the University community. *See* Appendix C.
- 7.3 Collegiality. Collegiality is not a separate category or criteria of faculty evaluation. It is instead a quality whose value is expressed through the successful execution of expectations regarding teaching/librarianship, scholarship/research/creative activity, and/or service, as described in the FAP.
- 7.4 Faculty Activity Plans. The FAP describes the expectations regarding teaching/librarianship, scholarship/research/creative activity and service for an individual tenure-track faculty member, tenured faculty member or senior lecturer/senior library/clinical associate over a multi-year period. All faculty on multi-year contracts must have an approved FAP signed by the faculty member, Chair or Independent Director, Dean, and Chief Academic Officer.
- 7.4.1 Plan Content. The FAP shall be consistent with the University mission and Strategic Plan. It will also be consistent with college, school, department, and academic unit strategic plans, P & P, and the Agreement. The FAP shall describe expected outcomes in teaching/librarianship, scholarship/research/creative activity, and service that are consistent with the Agreement, college and department P & P, and accreditation requirements. Where the FAP is intended to lead to tenure and/or promotion the plan shall so state.
- 7.4.2 Development of the FAP.
- (a) Development of the FAP is a collaborative process. All continuing faculty members shall, in consultation with the PC and the chair, prepare a FAP specifying areas of activity for the period of the plan. A new faculty member's FAP shall be prepared no later than the conclusion of the first academic term covered by the plan. The term of the initial FAP is determine as follows based upon the faculty member's rank upon hiring:
- |      |                                  |         |
|------|----------------------------------|---------|
| (i)  | Tenure Track Assistant Professor | 6 years |
| (ii) | Tenure Track Associate Professor | 4 years |

- |        |                                   |         |
|--------|-----------------------------------|---------|
| (iii)  | Tenure Track Full Professor       | 2 years |
| (iv)   | Clinical Assistant                | 2 years |
| (v)    | Clinical Associate                | 3 years |
| (vi)   | Clinical Full                     | 4 years |
| (vii)  | Senior Lecturer (2-year contract) | 2 years |
| (viii) | Senior Lecturer (3-year contract) | 3 years |

(b) Term and Preparation of Subsequent FAPs.

- (i) An approved FAP must be in place within one (1) academic term of the expiration of the previous FAP.
- (ii) The term of the subsequent FAP is determined by the faculty member's rank as follows:
  - (1) Tenured Associate professor – 4 years
  - (2) Tenured Full professor – 5 years
  - (3) Senior Lecturer and Senior Library, Clinical Faculty – Same length as the term of the Appointment

7.4.3 Approval of the FAP.

- (a) The FAP, including any agreed amendments or revisions made as a result of the collaborative development process described in Section 7.4.2, must be signed by the faculty member, and approved by the PC, chair, dean and the Chief Academic Officer. A copy of all approved FAPs will be retained in the Human Resources Office.
- (b) Deadlines for the submission of FAPs will be established by the Chief Academic Officer in the academic calendar. Once the FAP or revised FAP is submitted to the Chief Academic Officer, the faculty member, chair and dean will be notified within twenty-one (21) calendar days of either:
  - (i) the specific revisions required to bring the FAP into compliance with school, department, academic unit P & P, college P & P or this Agreement; or
  - (ii) that the FAP as submitted has been approved.

- (c) If a FAP is not approved by the PC, the chair, the dean or the Chief Academic Officer, the faculty member will prepare a revised plan in consultation with the PC and the chair. If an acceptable plan is not prepared by the end of the subsequent quarter, the chair and PC will revise the plan in a manner that meets with the approval of the dean and the Chief Academic Officer. Any dispute over the contents of the revised FAP will be resolved by the Chief Academic Officer via the FRB process outlined in Article 21.4. The revised FAP will govern the faculty member's approved activity for the period of the plan.

7.4.4 Modification of the Plan. FAPs may be modified during their term. The faculty member or the chair may request in writing a modification. Modification of the FAP is a revision of the original document, not an addendum. All modifications are subject to the same approval process as the original FAP.

7.5 Evaluation Process for Tenured Faculty, Senior Lecturers and Senior Library/Clinical Associates. Tenured faculty, senior lecturers and senior library/clinical associates will be evaluated in the final year of their FAP. The timelines for such reviews will be established by the Chief Academic Officer. A faculty member who has submitted notice of their retirement may choose not to be reviewed in the last year of service.

7.5.1 Prior to the evaluation, the faculty member will submit evidence through the designated university process demonstrating that the faculty member has met the expectations in their FAP. The types of evidence that demonstrate achievement of the goals outlined in the FAP shall be described in the college/school/department/academic unit P & P. Evidence of teaching effectiveness will include student evaluations, peer evaluations, and curriculum revision/innovation.

- (a) Determining Evidence to be Considered. The types of evidence to be considered will be consistent with the provisions in Article 5.4.3 and demonstrate achievement shall be described with specificity in the FAP and in all cases shall be consistent with the department/college/unit P & P, and will be consistent with the definitions of the ranks and include the general areas specified in the provisions of Article 4 – Qualification for Rank and in this Section. No other evidence shall be required, provided, or considered.

7.5.2 Based on the materials submitted by the faculty member relating to activity since the last review, the PC and chair shall prepare independent evaluations of, and where appropriate, recommendations for, each faculty member. The PC's and chair's evaluations and recommendations, together with the materials submitted by the faculty member, shall be forwarded to the CPC (only if review is for the purpose of promotion to full professor), the appropriate dean, and the Chief Academic Officer for review and approval.

- 7.5.3 At each level of review, the reviewers will assess whether the faculty member has met the expectations in the FAP.
- (a) Faculty members who do not meet expectations in their FAP, or who do not submit for evaluation at the conclusion of their FAP, will work with the chair or designee to address issues identified in the evaluation and/or issues identified by the chair related to the performance of expectations in the FAP. Progress toward successfully meeting the FAP will be discussed within the first year, and will be evaluated within two (2) years following the review.
- 7.5.4 An associate professor's promotion evaluation fulfills their evaluation requirement for a faculty member. Associate professors who do not apply for promotion will be evaluated in the final year of their FAP. FAP requirements for promotion will not change from the initial FAP to subsequent FAPs until following promotion to full professor unless consented to by the faculty member, chair, and dean. Post-tenure completed scholarship and service are cumulative as they count toward promotion to full professor.
- 7.5.5 Tenured full professors will be evaluated by the chair (or independent program director) and dean whose recommendations (including faculty rebuttal if one is written in response to the chair's and dean's evaluations) will be forwarded to the Chief Academic Officer.
- 7.6 Evaluation Process for Lecturers/Library Associates and Faculty in Residence. The PC and the chair will evaluate lecturers/library associates and faculty in residence annually and will prepare a recommendation regarding their rehire. An annual evaluation is still required regardless of intent to resign or waived recruitment status. The Chief Academic Officer will establish the timelines for such reviews no later than the end of fall quarter.
- 7.6.1 Prior to the evaluation, the faculty member will submit to the PC a current vita and evidence of effectiveness in teaching and/or librarianship (and other work assignments set forth in the Letter of Appointment).
- 7.6.2 Based on the faculty member's work assignments described in the Letter of Appointment, the materials submitted by the faculty member, and any other materials regarding the faculty member's performance and professionalism submitted by the chair, the PC and chair shall prepare independent evaluations of the faculty member and recommendations regarding the faculty member's potential rehire.
- 7.6.3 The PC's and chair's evaluations and recommendations, together with the materials considered, shall be forwarded to the appropriate dean for review and consideration. The faculty member will be provided with a copy of the evaluation and recommendation.

- 7.6.4 If the Dean disagrees with the Chair's and/or PC's evaluation of a particular faculty member, the Dean will provide the Chair and the PC with a written explanation of the basis for their disagreement. The faculty member will be provided with a copy of the explanation.
- 7.6.5 Special Faculty Response. The candidate shall receive copies of the written recommendation at each stage of the review. Within seven (7) working days following receipt of the recommendations from the department personnel committee and the chair, the faculty member may submit a written statement to correct factual errors in the recommendations. Within seven (7) working days following receipt of the recommendation from the college personnel committee and the dean, the faculty member may submit a brief written rebuttal to the deficiencies noted in any negative recommendation submitted by an individual or committee. A copy of the faculty member's correction of fact and/or rebuttal will be forwarded to the Dean and placed in their promotion and personnel file for consideration at the next level of review.
- 7.6.6 Neither the evaluations and recommendations prepared pursuant to this Section, a Dean's disagreement with those evaluations and recommendations, nor a decision regarding rehire of a special faculty member, shall be the subject of grievances under this Agreement.
- 7.7 Peer Observation of Teaching. Peer observation is integral to peer evaluation of teaching at EWU. Working with their department chair, each assistant and associate professor and each lecturer is responsible for ensuring that at least one class peer observation of teaching is performed by a qualified member of the faculty in each academic year. Each full professor is responsible for ensuring that at least one class peer observation of teaching is performed by a qualified member of the faculty once during the five (5) year period of the FAP. Observations may take place during lectures, labs, field exercises, clinical hours, studio hours, musical practices, and other recognized modes of instruction. Peer observations should be conducted according to the following guidelines:
- (a) The evaluator must inform the evaluatee of the intent to observe at least two (2) weeks in advance of the observation. The evaluator will work with the evaluatee to select an appropriate session for observation.
  - (b) Peer observation will be conducted in an unobtrusive manner. The evaluator will not interact (beyond observing and taking notes) with the evaluatee or students during the peer observation.
  - (c) The evaluator will not solicit comments, either prior to or subsequent to the peer observation, from students who were present during the observation as this may bias later student evaluations.
  - (d) Departments or colleges may use standardized templates for peer observations so long as the same template is used for all peer observations.

If the template includes a numerical scale for peer evaluation of teaching, it must be consistent with the scale used in student evaluation of teaching (1-5, very poor to excellent). If a standardized template is used, it must be approved by the department, unit and college and included within the department, college or unit P & P.

- (e) The completed evaluation must be presented to the evaluatee within two (2) weeks of the peer observation.
- (f) If peer observations are performed for the purpose of promotion to full professor, the evaluators must be tenured associate or tenured full professors. All other peer observers must be conducted by faculty members of equal or higher rank. Lecturers must be evaluated by tenure track or tenured faculty.
- (g) Faculty members may request additional peer observations beyond the number required by the CBA and department, college or unit P & Ps. If additional observations are requested, the observer must use any standardized template.
- (h) Faculty member are encouraged to take part in Faculty Commons workshops on best practices in peer evaluation of teaching.
- (i) For peer observations of online courses, the evaluatee will provide the evaluator with online lecture content that is approximately equivalent to a single face-to-face lecture session. The evaluatee will also provide examples of faculty-class interaction, including, but not limited to, email messages, a discussion board, video discussions or other digital format.

## 7.8 Workload.

7.8.1 Professional Responsibilities of Faculty Members. The University Strategic Plan calls for an environment that is supportive of learning and teaching excellence. To further this goal, the workload of probationary and tenured faculty members will consist of a combination of teaching and/or librarianship, scholarship/creative activity, and service determined as provided in this Article. The primary professional responsibility of faculty members shall be teaching and/or librarianship. Unless otherwise assigned, the workload of special and adjunct faculty members will be composed of teaching and/or librarianship.

### 7.8.2 Teaching.

- (a) Teaching Responsibilities. All faculty are expected to be current in their field or discipline and maintain methods of professional practice or performance. Each faculty member is responsible for meeting all scheduled classes. Each faculty member is also responsible for planning,



organizing and informing students of the course content, texts, readings, assignments, attendance regulations and methods of evaluation including grading scales. Faculty are required to provide textbook and other course material adoption information to the EWU bookstore on the timeline established by the bookstore under the authority of RCW 28B.10.590. Faculty are responsible for scheduling and attending office hours to meet the needs of students as identified in department plans. They are also responsible for turning in grades according to the deadline established by the registrar's office. Tenured and tenure-track faculty are expected to advise students who are declared majors in their department on department, college and University requirements and career opportunities in their disciplines.

- (b) Library faculty members participate fully in the educational, scholarly, and service components of academic life. Each librarian has a unique combination of responsibilities that are defined in their faculty activity plan. Each librarian is expected to be current in general academic librarianship as well as in their specialized areas of assignment. Each librarian is expected to demonstrate commitment to professional standards in academic librarianship and in assigned areas of specialization. Library faculty members are also responsible for meeting all assigned service schedules, attending office hours, and working with faculty in academic disciplines to support development of information literacy through the University curriculum. Library faculty members are responsible for the development of library collections and services.
- (c) Special and Adjunct Faculty Teaching Workload. Unless otherwise specified in the special or adjunct faculty member's letter of appointment, workload for such faculty members consists solely of instruction. The teaching load for special faculty will be forty-five (45) quarter credits per academic year; the workload equivalent for special faculty in the library will be defined in the Library P & P. Special or adjunct faculty members assigned duties other than teaching will be given a reduced teaching load to reflect the extent of their additional duties.

7.8.3. Scholarship/Creative Activity. Tenured and tenure-track faculty are expected to engage in research, scholarship and/or creative activity, including 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 their field including community-based research or the scholarship of teaching and learning. Examples of appropriate activities will be included in the college/department/library P & P.

7.8.4 Service. Tenured and tenure-track faculty are expected to engage in public service, which includes organized, educational, civic and consultative activities, and service to the University on committees or in administrative capacities.

#### 7.8.5 Contact Hour Conversions.

- (a) Where the credits associated with a particular mode of instruction do not fairly approximate the weekly student contact hours (*e.g.*, science courses with associated labs, clinics, field application, individual instruction, *et.*), weekly student contact hours will be used in conjunction with credits in determining the number and type of courses included in a faculty member's annual workload. If not specified in this Article or Appendix D, the relation between contact hours and credits will be determined by agreement between the faculty member, department chair and dean.
- (b) EWU and UFE will meet to develop and contractualize appropriate lab contact hour to workload hour conversions as well as appropriate contact hour to workload hour conversions for other Modes of Instruction in meetings of the Joint Labor-Management Committee during the 2022-2023 academic year to reach a mutually agreed upon revision no later than February 28, 2023 and to apply that document to academic year 2023-2024 workload plans. During this time, a student contact hour to workload credit hour ratio of 1:1 will be maintained in all labs in the natural, physical, and applied sciences where the faculty member is the instructor of record and is present and actively instructing during the entire lab period and term.
- (c) Contact hour conversions are not subject to the FRB process outlined in Article 21.4.

#### 7.8.6 Determination of Workload.

- (a) The workload assigned to special and adjunct faculty will be described in the contract or appointment letter issued to the special or adjunct faculty member at the time of hire or rehire.
- (b) The workload of all tenured and tenure-track faculty will include a combination of teaching/librarianship, scholarship/creative activity and service. The composition of these professional duties and responsibilities for an individual faculty member in an academic year will be determined by the faculty member and chair, and approved by the dean, as described below. Workload will be composed of eighty percent (80%) teaching/librarianship, equivalent to thirty-six (36) credit hours of lecture/demonstration course instruction during an academic year, and a combination of scholarship/creative activity and service that accounts for the remaining twenty percent (20%) of the faculty member's professional responsibilities. Variances in the ratio of teaching/librarianship to scholarship/creative activity and service may be due to accreditation requirements; assigned time for administrative responsibilities; the extent of research and service activities as defined in FAPs; and

teaching/librarianship productivity from special faculty within the college/library.

- (i) Academic advising of students is considered a part of each faculty member's normal teaching load. Faculty members with advising responsibilities greater than those associated with a normal teaching load may be assigned additional workload credit for advising as determined by agreement between the faculty member, department chair and dean.
  - (ii) The workload equivalent of thirty-six (36) credit hours for librarians is defined in the College, School, academic unit P & P.
- (c) The process for determining workloads for tenured and tenure-track faculty other than librarians shall be as follows:
- (i) On or before February 15, the overall workload of each department other than the Library, will be established by the dean following consultation with the chair. The dean will also establish a timeline for completion of the course schedule and individual workload or workplan.
  - (ii) On or before March 10 and consistent with the timeline prepared by the dean, the department chair will prepare a proposed course schedule with teaching assignments for tenured and tenure-track faculty for the following academic year. The assignments will be made in light of the department's needs, the faculty member's discipline and expertise, and the faculty member's FAP. Faculty will provide input to the chair on the proposed schedule, who will finalize the schedule after considering faculty input.
  - (iii) Each faculty member will then prepare an individual workplan outlining his or her planned teaching, scholarship/creative activity and service for the academic year. All such workplans must be submitted to the department chair for review on or before March 15 and consistent with the timeline prepared by the dean.
  - (iv) On or before March 31 and consistent with the timeline prepared by the dean, the chair shall submit to the dean the faculty workplans for department faculty members, along with a summary of how those workplans meet the department's established workload requirements.
  - (v) Following approval by the dean, the annual workplan for each faculty member will be appended to his or her FP, and a copy will

be provided to the faculty member no later than the last day of the current academic year.

- (d) Due to the year-round nature of Library operations, librarian workloads, including their scheduled hours of work and expectations for scholarship and service, will be determined according to the following:
  - (i) On or before June 15, the overall workload of the librarians will be established by the dean following consultation with the school director. The dean will also establish a timeline for completion of the librarians' individual workload plans, the process for which will be completed no later than the first day of the subsequent academic year.
  - (ii) On or before July 1 and consistent with the timeline prepared by the dean, the school director will prepare a proposed schedule with assignments for tenured and tenure-track librarians for the following academic year, as well as assigned time (e.g., course release). The assignments will be made in light of the Library's needs, the librarian member's FAP. Librarians will provide input to the school director on the proposed schedule, who will finalize the schedule after considering faculty input.
  - (iii) Each librarian will then prepare an individual workplan outlining their planned librarianship, scholarly/creative activity and service for the academic year, as well as assigned time (e.g., course release). All such workplans must be submitted to the school director for review on or before July 15 and consistent with the timeline prepared by the dean.
  - (iv) On or before August 1 and consistent with the timeline prepared by the dean, the school director shall submit to the dean the faculty workplans for department librarians, along with a summary of how those workplans meet the department's established workload requirements.
  - (v) Following approval by the dean, the annual workplan for each librarian will be appended to their FAP, and a copy will be provided to the librarian no later than the first day of the subsequent academic year.
- (e) Faculty member's workloads shall be determined with the expectation that the tenured and probationary faculty will have the opportunity to meet the established criteria for reappointment, promotion, tenure, and post-tenure review.

- (f) With approval by the dean and Chief Academic Officer, faculty may be permitted to buy out workload (*e.g.*, through grant-funded activities), provided that the overall teaching/librarianship, scholarship, and service needs of the unit, as determined by the chair and approved by the dean, can otherwise be met.
- (g) Revisions to Workload Plans.
  - (i) Shifts in enrollment and department/library needs, and other unanticipated or emergency situations, require some flexibility in faculty members' teaching/librarianship assignments. If changes are required to a faculty member's workplan, the chair and faculty member will prepare an addendum to the workplan and submit it to the dean for review as soon as practicable. Unless the change is required by a situation that the faculty member and the dean both agree to be an emergency, the faculty member (including special faculty as defined in Article 3.2.3) shall be given at least three (3) weeks' notice before a change in his or her workplan takes effect.
  - (ii) Other modifications to workplans resulting from changes in workload agreed to by the faculty member and chair shall be documented in an addendum to the workplan, attached thereto, and forwarded to the dean for approval.

#### 7.8.7 Overload and Additional Assignments.

- (a) **Overload Teaching.** Overload teaching activities should not impinge upon or serve as a detriment to the regular duties of the faculty member. Faculty who have been given assigned time for administrative, UFE, and FO activities may not receive overload for teaching without the approval of the Chief Academic Officer.
- (b) Faculty members may accept an assignment to perform work in a self-support or other program/function through the University (*e.g.*, grants, contracts, consulting, works for hire, festivals) that is in addition to the faculty member's 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.
- (c) Unless otherwise approved, faculty members should typically not accept an additional assignment or overload from the University that would obligate them to work more than one hundred thirty-four percent (134%) of full-time during any term of the academic year. During summer, a faculty member must have prior approval to accept an overload greater than one (1) additional five-credit course (or an assignment requiring equivalent effort). Waivers for additional overload or assignments may be

granted by the appropriate dean and approved by the Chief Academic Officer.

- (d) Adjunct faculty should typically not teach more than 20 quarter credits within a single quarter or more than 20 semester credits in a single semester at EWU.

#### 7.8.8 Summer Session.

- (a) The Chief Academic Officer or designee shall have the authority to appoint the faculty and staff members who teach during the summer session and shall set the salary and terms of the appointment subject to approval of the Board of Trustees within the budgetary limitations allowed proportionate to the teaching load (10 credits being a full load) and to faculty members' academic year base salary (22% of pay).
- (b) Faculty teaching during Summer Session will be paid consistent with University pay policies, state statutes and regulations. Payment must be made in the quarter earned.
- (c) Faculty with a continuing appointment from one academic year to the next who are not appointed to teach during the summer session are still expected to occasionally check emails and correspondence during summer session and shall set an automated "out-of-office" response informing the sender of their availability to check emails as well as name and contact information for individuals who may be able to provide a more immediate response.

7.9 Alcohol and Drugs in the Workplace. All faculty must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs. The University and all faculty must comply with the provisions of the Drug-Free Schools and Communities Act, the Drug-Free Schools and Campuses Regulations, the provisions of WAC 172-64 (Alcohol Policy at Eastern Washington University), and the University's Drug-Free Workplace policy. Faculty may not use or possess alcohol while on duty, except when authorized by the University as part of a University-sponsored event. The possession or use of illegal drugs or marijuana is strictly prohibited.

7.10 Compliance with University Confidentiality Obligations. Faculty will comply with the University's confidentiality obligations with respect to information disclosed to them in the course of their job duties. The University will notify faculty of these obligations and conduct training as appropriate for faculty exposed to confidential information.

7.11 Conflict of Interest. Faculty are bound to observe in all official acts the highest standards of ethics consistent with relevant Washington statutes (RCW's 42.17A and 42.52), the regulations of the Executive Ethics Board and its advisory opinions, and the relevant ethics policies of the University.

- 7.11.1 Conflicts of interest are prohibited. Faculty are responsible for avoiding conflicts of interest, and for resolving any conflicts of interest that arise by working in conjunction with the Dean and/or the Chief Academic Officer or designee. “Conflict of interest” shall mean:
- (a) 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; and/or
  - (b) any activity which interferes with the full performance of the faculty’s professional or institutional responsibilities or obligations.
- 7.11.2 The relationship faculty have with students carries the added responsibility to both the student and the University for the relationship to remain absent of abuse of power, or the appearance of abuse of power. In particular, faculty shall not evaluate, supervise or direct the educational endeavors of students with whom they have or have had a family or intimate relationship, and all such relationships shall be disclosed, in writing, to the Chief Academic Officer. Failure to disclose a relationship will result in appropriate disciplinary action.
- 7.11.3 No faculty member shall participate directly in any recommendation or decision relating to a personnel action (reappointment, promotion, tenure, post-tenure review), professional leave award, or internal funding award to a family member or to a person with whom the faculty member has or has had an intimate relationship. A faculty member shall withdraw from participation in any recommendations or decisions prohibited by this section.

## ARTICLE 8: COMPENSATION AND BENEFITS

- 8.1 Market-Based Salary Adjustments. Effective September 1, 2022, those tenured faculty, tenure-track faculty, senior lecturers and lecturers whose salary is less than one hundred percent (100%) of the market average for their rank and discipline will be increased to one hundred percent (100%) of the market average. For purposes of these adjustments, the “market” for tenured/tenure-track positions is defined as the average salary identified in the 2021-2022 CUPA survey of all public universities (where available) for faculty holding the same rank and working in the same discipline. The “market” for lecturers is defined as the average salary for an instructor identified in the 2021-2022 CUPA survey of Non-Tenure Track Teaching Faculty from All Institutions working in the same discipline; in determining the market average for senior lecturers, the University will add ten percent (10%) to the average salary reported for the instructor rank.
- 8.2 Time-in-Service (TIS) Compensation. Salaries for tenured Full Professors and Senior Lecturers will be adjusted based on years of continuous service at EWU since promotion to Full Professor or Senior Lecturer as described below.
- (a) For the purposes of determining time-in-service, a year of continuous service is defined as a fifty (50%) percent or greater appointment as a Full Professor or Senior Lecturer during the academic year. Time taken as leave without pay, long-term disability leave, administrative leave without pay, or other temporary separation from the University will not be counted toward years of continuous service. Professional leave granted by the University, parental leave, FMLA leave, and administrative appointments with reversion rights to faculty will not affect the calculation of years of continuous service.
  - (b) Time-in-Service Salary Adjustments
    - (i) On September 1, 2022, and each September 1 thereafter, Full Professors and Senior Lecturers who at the end of the prior academic year have completed five (5) years of continuous service will have their base salary increase by the amount of one thousand (\$1,000) dollars.
    - (ii) On September 1, 2022, and each September 1 thereafter, Full Professors and Senior Lecturers who at the end of the prior academic year have completed ten (10), fifteen (15), or twenty (20) years of continuous service will have their base salary increased by the amount of two thousand (\$2,000) dollars.
  - (c) Full Professors who received a Merit Salary adjustment for the 2016-2017 academic year or the 2017-2018 academic year will not be eligible to receive the one-time salary adjustments in this section.



- (d) The salary adjustments described in this Article will be applied to the faculty member's base salary as determined by this Article at the time that a Full Professor or Senior Lecturer reaches five (5), ten (10), fifteen (15), or twenty (20) years of continuous service. Time-in-Service adjustments will occur prior to salary adjustments described in this Article.
- (e) Past and current time-in-service compensation will be added to the market-based salary adjustment prior to the general salary adjustments described in Section 8.3 below.

8.3 General Salary Adjustments. Except as provided in Section 8.3.4 and 8.3.5 below, the salary increases in this Section will be provided to all lecturers, senior lecturers, faculty in residence, probationary faculty and tenured faculty. General salary increases will be calculated and provided based on and in addition to the market-based salary adjustments described in Section 8.1 above.

8.3.1 Effective September 1, 2022, all lecturers, senior lecturers, faculty in residence, probationary faculty and tenured faculty will receive a four and one quarter percent (4.25%) increase in their base salary.

8.3.2 Effective September 1, 2023, all lecturers, senior lecturers, faculty in residence, probationary faculty and tenured faculty will receive a three percent (3.00%) increase in their base salary.

8.3.3 Effective September 1 2024, all lecturers, senior lecturers, faculty in residence, probationary faculty and tenured faculty will receive a three percent (3.00%) increase in their base salary.

8.3.4 Tenured-track and tenured faculty who as of the date of this Agreement are compensated at more than one hundred ten percent (110%) but not more than one hundred fifteen percent (115%) of the market average for their discipline (as defined in Section 8.1) will receive one-half (0.5) of the above general salary increases described in this Section; two point one three percent (2.13%) effective September 1, 2022; one and a half percent (1.5%) for 2023, and one and a half (1.5%) for 2024.

8.3.5 Tenured-track and tenured faculty who as of the date of this Agreement are compensated at more than one hundred fifteen percent (115%) of market average for their discipline are not eligible for general salary increases.

8.4 Salary Placement for Newly Hired Faculty. Faculty hired into tenured, tenure-track, or lecturer positions during the term of the Agreement will be placed at or above the market average for their rank and discipline, and will receive the general salary adjustments described in Section 8.3 beginning the year after their hire.

8.5 Adjunct Faculty.

8.5.1 Effective September 1, 2022, Adjunct faculty will be compensated at the rate of at least seven hundred and thirty (\$730.00) dollars per credit.

8.5.2 Effective September 1, 2023, Adjunct faculty will be compensated at the rate of at least seven hundred and fifty-two (\$752.00) dollars per credit.

8.5.3 Effective September 1, 2024, Adjunct faculty will be compensated at the rate of at least seven hundred and seventy-five (\$775.00) dollars per credit.

8.5.4 The minimum compensation for quarterly and part-time overload (PTOL) online course teaching will be nine hundred (\$900) dollars per credit.

8.6 Salary upon Promotion. Faculty promoted during the term of the Agreement will receive the greater of the 2021-2022 CUPA average (plus the above general salary increases in Section 8.3 above) for their new rank/title or the amounts below, whichever is greater:

8.6.1 Faculty members who are promoted from Assistant Professor to Associate Professor – seven and one-half percent (7.5%) of the faculty member's current salary.

8.6.2 Faculty members who are promoted from Associate Professor to Professor - ten percent (10.0%) of the faculty member's current salary.

8.6.3 Faculty members who are promoted from Lecturer to Senior Lecturer – five percent (5.0%) of the faculty member's current salary.

8.7 Retention Increases. In the event that a faculty member has received an offer of greater pay from another institution, the faculty member may request that their department seek approval from the dean and Chief Academic Officer to make a counteroffer. Faculty will need to provide written verification of a bona fide better offer. A decision not to make a counteroffer may not be grieved.

8.8 Overload. Overload will be compensated at a minimum of the then-applicable Adjunct Faculty rate per credit taught. The minimum compensation for quarterly and part-time overload (PTOL) online course teaching will be nine hundred (\$900) dollars per credit.

8.9 Chair Compensation in the Colleges.

8.9.1 Stipend. A stipend will be paid to each department chair based on the weighted formula below. The expectation for department chairs is that they are available half-time during summer session and during the two (2) weeks before fall term begins. When chairs are out of the office for a scheduled period of time, they will occasionally check emails and set an automated "out-of-office" email response

informing the sender of their availability and providing contact information in the Dean's office for an immediate response.

<b>Factors:</b>	<b>Formulas:</b>
FTE of departments	Chair receives \$100 per department FTE
FTES (average of 4 years)	Chair receives \$1,000 for having a UG program or Grad program
Major (average 4 years)	Chair receives \$1,500 if the department has a UG and Grad program
Base Salary	Chair receives a summer stipend of twelve thousand (\$12,000) dollars.
	Chair receives a portion of \$30,000 for FTES depending on Dept's percent of the University's total FTES (Dept FTES/Total FTES * 30,000)
	Chair receives a portion of \$30,000 for Majors depending on Dept's percentage of the University's total Majors (Dept Majors/Total Majors *30,000)

8.9.2 Administrative Assigned Time. Each department chair will be assigned administrative time (which constitutes a release from the teaching portion of workload only) in consultation with the college dean ranging from .50 to 1.0. The criteria for assignment include, but are not limited to:

(a) The size of the academic unit using faculty FTE guidelines.

8-12 = .50 assigned administrative time

13-20 = .65 assigned administrative time

21-30 = .80 assigned administrative time

30+ faculty = 1.0 assigned administrative time

(b) The complexity of the programs (e.g., multiple degree programs, certification programs, special off-campus programs, etc.).

(c) The external/cross-campus interactions and commitments.

- 8.10 Chair Compensation in the Library. The Library Chair will receive a stipend of \$3,500 paid over the period of the faculty member's contract and one-third (0.33) administrative release time.
- 8.11 Pay Periods. Unless otherwise agreed between the parties, academic year faculty salaries will be paid in eighteen (18) equal payments, beginning on or before October 11 and ending on or before June 26.
- 8.12 At the request of a tenured, tenure-track faculty member, or a senior lecturer, the academic year faculty salary may be paid in twenty-four (24) equal payments, beginning on or before October 11 and ending on or before September 26 for quarter faculty. For faculty as specified in Article 9, the salary may be paid in twenty-four (24) equal payments beginning September 11 and ending on or before August 26. Enrollment forms must be completed and returned to Human Resources before the close of business on the first Monday in August to be eligible to participate in this plan.
- 8.13 Temporary Assignments. Faculty temporarily reassigned to different duties or to a different location shall retain their normal rate of pay.
- 8.14 Support for Research, Development, and Institutional Enhancement. University support for the enhancement of instruction and research which benefits the entire University community promotes accomplishment of the University's instructional mission. Support for enhancement of instruction and research is also important to individual faculty members, who must meet the requirements for retention, tenure and promotion identified in their FAP.
- 8.14.1 Faculty Development Allocations.
- (a) To support the academic strategic plan, college, library, and department P & P, and individual FAPs, the University will fund a pool each fiscal year with an amount equal to \$1,200 per tenure and tenure-track faculty member; provided that the money included in the allocations of this Section will be subject to any limitations on use of public funds; and further provided that if a state-imposed limitation on the use of faculty development funds would prevent a faculty member from satisfying the terms of their FAP, the faculty member and Dean will either find an alternative source of funds or the Dean will work with the faculty member and personnel committee to revise the faculty member's FAP.
  - (b) All probationary and tenured faculty members shall be eligible to receive these funds; eligibility for other faculty members to apply shall be at the discretion of individual colleges/university library and departments.

- (c) Faculty development funds per individual will be distributed in accordance with guidelines contained within individual college/university library and department P & P, which will identify criteria and procedures.
- (d) A separate fund to support professional development for state-supported instructional special faculty of \$30,000 will be distributed annually from the office of the Chief Academic Officer.
- (e) Faculty development funds may be used for a variety of purposes, including, but not limited to, travel to collections, attendance at national conferences and purchase of software or equipment.

8.14.2 Faculty Summer Research and Development Grants.

- (a) To support the University academic strategic plan, annual funding for faculty summer research and development grants will be \$250,000. Grants will be awarded through a competitive, University-wide faculty review process.
- (b) All full-time faculty are eligible to apply for faculty summer research grants with support from the department and dean.
- (c) Faculty with more than a nine (9) month appointment may not receive salary payments beyond a full-time appointment for summer.

8.15 Insurance Benefits.

- 8.15.1 Long Term Disability Insurance. The University will provide eligible probationary faculty, tenured faculty, and senior lecturers/librarians/clinical associates with long-term disability insurance, with a 90-day benefit waiting period, through the Washington State Health Care Authority (“WSHCA”). Eligibility shall be determined by the rules applicable to the long-term disability insurance plan.
- 8.15.2 Health Insurance. Faculty members will receive contributions toward their health insurance premiums in accord with the rates and policies determined by the WSHCA.
- 8.15.3 Life Insurance. The University will continue providing existing life insurance benefits to eligible faculty at the rates in effect immediately prior to the effective date of this Agreement.

8.16 Retirement Contributions.

8.16.1 For those faculty who participate in the University's retirement plan, the University will provide contributions as follows:

- (a) Faculty who are less than 35 years old will receive a contribution equal to 5.0% of their base salary.
- (b) Faculty who are 35-49 years old will receive a contribution equal to 7.5% of their base salary.
- (c) Faculty who are 50 or older will receive a contribution equal to 10.0% of their base salary.

8.16.2 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.

8.17 Faculty Retention. EWU and UFE appreciate that faculty have raised concerns regarding retention and have requested consideration of a tuition waiver for dependents of EWU employees. UFE and EWU recognize that the implementation of such a program is complex and requires appropriate consideration and review. UFE and EWU agree that this proposal will be further discussed and evaluated in Joint Labor Management during the 2022-23 academic year.

## **ARTICLE 9: SEMESTER FACULTY IN THE COLLEGE OF HEALTH SCIENCE AND PUBLIC HEALTH**

- 9.1 Scope. Unless otherwise agreed, provisions of this Article converting the College of Health Science and Public Health (CHSPH) from quarters to semesters apply only to CHSPH faculty teaching in certain programs in the college which are operating on a semester system rather than the quarterly system used by the rest of the University. The provisions in this Section do not set any precedent in any way for any program outside those covered in this Article. The programs in CHSPH operating on a semester system are Masters of Public Health, all programs within Occupational Therapy, all programs within Dental Hygiene and Communication Disorders; all programs within Physical Therapy, and all programs within Nursing (when the programs is implemented). Except as altered by this Article, the terms of the Agreement apply in full to CHSPH faculty teaching on semester basis.
- 9.2 Academic Year. The Academic year for CHSPH semester faculty will consist of two (2) semesters: fall and spring. A full-time contract year is the two (2) semesters, fall and spring.
- 9.3 Credit Equivalency. Recognizing the unique nature of the programs in the CHSPH, the following credit conversion will apply only to CHSPH faculty in these programs. References in the Agreement to credits (*e.g.*, the Workload provision) will be multiplied by two-thirds (2/3) to determine an equivalent number of credits on a semester basis; provided that a full load for CHSPH semester faculty members teaching summer session (Section 7.8.7) is six (6) semester credits.
- 9.4 Wage Increases. Wage increases set out in the Agreement to take effect on the first contract day of the fall quarter will take effect on the first contract day of the fall semester for CHSPH faculty members teaching on a semester basis; provided that CHSPH faculty who are teaching summer session courses or programs that are not completed before the beginning of the fall semester will receive their wage increases upon completion of their course or program.
- 9.5 Minimum Rate of Compensation per Credit. The minimum rate of compensation for a semester credit will be the minimum rate for a quarterly credit multiplied by 1.5.
- 9.6 Extended Contracts. Full-time CHSPH faculty who teach in both quarters and semesters will be given overload compensation equivalent to two (2.0) semester credit hours if the combination results in extending the CHSPH faculty member's contract from nine (9) to (10) months.
- 9.7 Leaves.
- 9.7.1 Sick Leave for "Adjunct Faculty" Teaching on a Semester Basis. For those CHSPH "Adjunct Faculty" with a semester appointment, the sick leave entitlement described in Section 11.1.2 of the Agreement will be up to three (3)

weeks per semester. All other terms and conditions applicable to sick leave in the Agreement will apply to such faculty members.

9.7.2 Paid Professional Leave. The provisions of Section 11.5 of the Agreement governing paid professional leave will be modified for full-time tenured CHSPH faculty teaching on a semester basis:

- (a) CHSPH Faculty may be approved for paid professional leave in increments of one (1) or two (2) semesters at a time. If less than a full academic year of professional leave is taken at a time, the remaining semester may, if approved in a subsequent application, be taken within the remainder of the six-year period. Additional semesters are not guaranteed.
- (b) In calculating the amount of paid professional leave available at the University during an academic year, one (1) semester is equivalent to one and one-half (1.5) quarters.
- (c) CHSPH Faculty shall receive 85 percent of their semester salary while on leave if the leave is taken for one (1) semester; and 80 percent of their annual salary if the leave is taken for two (2) semesters. Within the six-year period referenced above, no more than one (1) semester will be compensated at the 85 percent rate; a subsequent semester will be compensated at the 75 percent of the faculty member's semester salary.

9.7.3 Personal Leave of Absence without Pay. CHSPH Faculty members teaching on a semester basis may request an unpaid leave of absence as provided in Section 11.9 of the Agreement for periods of one (1) semester or more.

9.8 Overload Teaching. Overload teaching for CHSPH faculty teaching on a semester basis may not exceed one (1) three-credit course per semester without a waiver approved by the dean and the Chief Academic Officer.

9.9 Salary Distribution. CHSPH Faculty teaching on a semester basis who are employed on an annual contract will receive their annual salary in eighteen (18) equal payments, with the first payment for the academic year coming during the University's September 10 payroll and the last payment coming during the University's May 25 payroll.

9.10 Probationary Faculty. For probationary CHSPH faculty teaching on a semester basis, the first probationary year (Section 5.3.5(a)) must include at least one (1) semester of full-time employment. Notice of nonrenewal for such probationary faculty during the first academic year of service will be provided no later than June 1; notice of nonrenewal for such faculty in their third through sixth years of probation will be provided no later than June 1 for a terminal appointment that expires at the end of the next academic year. Except as provided in this Section, the provisions of Section 5.3 will apply to probationary CHSPH faculty teaching on a semester basis.



## **ARTICLE 10: DEPARTMENT AND LIBRARY CHAIRS AND ACADEMIC DIRECTORS**

### **10.1 Responsibilities**

- 10.1.1 Responsibilities of the Chairs and Directors of Schools. Department Chairs and Directors of Schools are equal and have the same duties and responsibilities specified in the CBA. They are not considered an Academic Program Director. All references in the CBA to chairs apply to directors of schools.
- 10.1.2 The chair is the chief administrative officer of the academic department, a member of the faculty and a member of the bargaining unit. The responsibilities of the chair are to provide effective leadership and fiscal, program, and personnel management in the operation of the department within the University and College policies and procedures. Specific roles and responsibilities of the chairs are described in their respective college P & P. All decisions on granting paid or unpaid professional leave, unpaid personal leave and course buyout related to grant activity are made by the Chief Academic Officer in consultation with the dean of the college. Requests for such leave or assignments must be made by the faculty member to the dean in consultation with the department chair. Recommendations will be made from the dean to the Chief Academic Officer consistent with Article 7.8.5(f), Article 11.5.7, and Article 11.9. Chairs may not initiate a grievance regarding matters arising from their duties and responsibilities as chairs.
- 10.1.3 Responsibilities of the Library School Director. The library school director is the chief administrator of faculty personnel processes pertaining to faculty of the EWU Libraries, a member of the faculty, and a member of the bargaining unit. The responsibilities of the school director are to provide effective leadership within library and University policies and goals. The school director is also expected to provide personnel management of library faculty. Specific roles and responsibilities of the chair are described in their College the P & P. The Library School Director may not initiate a grievance regarding matters arising from their duties and responsibilities as school director.
- 10.1.4 Responsibilities of Academic Program Directors. The responsibilities of the Academic Program Directors vary depending on the size and complexity of the program. Academic Program Directors are responsible for leadership of the program (including planning, curriculum, managing the program's resources, and developing and maintaining program records), providing information to the Chief Academic Officer, Department Chairperson, or Dean in a timely manner for use in personnel and program resource decisions, and facilitating the harmonious functioning of the program.
- 10.1.5 Classification of Academic Directors and Reporting Structure.

- (a) Academic Program Directors housed within Departments, hereinafter referred to as “intra-departmental directors”, report to their Dean, but are responsible for informing their Department Chair about Program needs regarding course scheduling and course rotation planning, and for contributing to enrollment management and assessment.
- (b) Academic Program Directors independent of any Department, hereinafter referred to as “independent academic program directors”, report to their College Dean. Their responsibilities include those listed above, as well as staff development and evaluation. These directors exercise the responsibilities of chairs as set forth in the Article(s) of the CBA, in addition to the responsibilities set forth in Article 10.1.4.
- (c) Academic Program Directors whose programs span multiple departments, hereinafter referred to as “cross-departmental directors”, report to their College Dean, but are responsible for informing their associated Department Chairs about Program needs regarding course scheduling and course rotation planning, and for contributing to enrollment management and assessment of associated departments.

10.1.6 Responsibilities of Independent Academic Program Directors. Independent Program Directors have the same rights as chairs and exercise chair-like authority in:

- (a) recruiting faculty (CBA Article 3.4),
- (b) extending the length of the probationary period (CBA Article 4.1.2(a)),
- (c) nominating faculty for early tenure consideration (CBA Article 4.1.2(b)),
- (d) recommending lecturers for promotion to senior lecturers (CBA Article 4.6.2(a)),
- (e) evaluating TT faculty (CBA Article 5.3.1(a)),
- (f) approving the addition of new material to a faculty member’s promotion application (CBA Article 5.4.3(b)),
- (g) providing numeric summaries for quantitative student evaluations (CBA Article 5.4.3(d)(ii) and (iii) and (f)),
- (h) developing FAPs (CBA Article 7.4.2(a)),
- (i) approving FAPs (CBA Article 7.4.3(a)(b)(c)),
- (j) modifying FAPs (CBA Article 7.4.4)),
- (k) evaluating tenured faculty and senior lecturers (CBA Article 7.5.2),
- (l) working with faculty who do not meet the FAP’s expectations (CBA Article 7.5.3)),
- (m) evaluating special faculty (CBA Article 7.6),
- (n) working with faculty to ensure they have at least one peer observation of their teaching/year (CBA Article 7.7)),
- (o) determining workload (CBA Article 7.8.5(b)(i) and (ii)), including the ratio of the conversion of contact hours to credit hours,

- (p) advising the dean on the program's overall workload (CBA Article 7.8.5(c)(i)),
- (q) preparing a proposed course schedule for their programs (CBA Article 7.8.5(c)(ii)),
- (r) receiving and approving individual faculty workplans (CBA Article 7.8.5(c)(iii)),
- (s) determining whether a faculty member buying out workload adversely affects a program's functioning (CBA Article 7.8.5(f)),
- (t) modifying a faculty member's workload plan (CBA Article 7.8.5(g)),
- (u) making arrangements to cover the classes of a faculty member who has taken sick leave (CBA Article 11.1),
- (v) taking notice of a faculty member's need to take short-term disability leave (CBA Article 11.3.2),
- (w) receiving faculty members' application for short-term leave (CBA Article 11.5.7(c)),
- (x) making arrangements to cover the classes of a faculty member who has taken parental leave (CBA Article 11.6),
- (y) receiving notification of a faculty member's bereavement leave (CBA Article 11.8),
- (z) receiving a faculty member's request for personal leave without pay (CBA Article 11.9),
- (aa) receiving a faculty member's request for professional leave without pay (CBA Article 11.10),
- (bb) consulting with the dean and the provost on Reduction in Force (CBA Article 15.1.2),
- (cc) receiving notification of a faculty member's concerns about their workplace environment,
- (dd) notifying the dean and explaining the EWU's response (CBA Article 16.6), and trying to resolve a disputed workload or FAP (CBA Article 21.4(a)(i)).

## 10.2 Process for Recommendation and Appointment.

- 10.2.1 Chairs/School Directors. School/Department/Academic Unit faculty will select a nominee for school director/chair through an election conducted according to procedures outlines in their respective college P & P. College P & P's must specify eligibility to vote in chair elections. The nomination from the school/department/academic unit will be forwarded to the dean, who will forward their recommendation to the Chief Academic Officer. The Chief Academic Officer will forward their recommendation to the President and the Board of Trustees for confirmation.
- 10.2.2 Process for Recommendation and Appointment of Academic Program Directors. Program faculty who are identified in a department/school/academic unit P & P to vote for the Director will select a nominee for Academic Program Director through an election conducted according to procedures outlined in

their respective college P & P. The nomination for the Academic Program Director will be forwarded to the Dean, who will forward their recommendation to the Chief Academic Officer. A faculty member who has been formally assigned the responsibilities of Academic Program Director as described in Article 10.1.2 by the Chief Academic Officer or the Dean shall be appointed to serve as an Academic Program Director for a fixed term. The appointment, and its specific and relevant responsibilities, must be documented in writing.

Programs may be created or discontinued on the basis of Department/College/University needs, enrollment trends, and/or program creation/discontinuation through processes defined in University Policy and the CBA. Faculty who are appointed as Academic Program Directors as specified in Section 10.1.3 above are members of the bargaining unit and subject to this Agreement.

10.2.3 Term for Chairs. Chairs may serve two consecutive four-year term(s) based upon satisfactory performance. Faculty who have served eight (8) years as chair may be reappointed after a minimum four (4) year break in service. If there is no tenure-track or tenured faculty member in the department/unit/library who can serve as chair, the Chief Academic Officer may appoint an interim chair for a maximum of one (1) year, provided that the interim chair has not served as a chair for the previous eight (8) years. The initial date of appointment for new chairs will be July 1 unless another date is approved by the dean.

10.2.4 Term for Academic Program Directors. Academic Program Directors may serve two consecutive four-year terms based upon satisfactory performance. Faculty who are currently academic program directors and have already served four (4) or more years as academic program directors as of September 1, 2022 are eligible for four more years. Continuation is subject to evaluation of performance (see below 10.3.2).

Faculty who have served eight (8) years as Academic Program Director may be reappointed after a minimum four (4)-year break in service. The initial appointment for new academic program directors will be July 1, unless another date is approved by the Dean in writing.

### 10.3 Evaluation of Performance.

10.3.1 Chairs. Chairs shall be reviewed annually by the unit dean. Faculty will participate in the evaluation of chairs at least every two years. The chair will be reviewed based on the performance of duties and responsibilities as outlined in the college/library and departmental P & P. The results of the review will be shared with the chair. Based on the evaluation of performance, a plan may be developed jointly by the dean and the chair for improvement or the chair may be removed by the dean. The school/department/academic unit faculty by a

two-thirds (2/3) majority recall vote may initiate a request to the dean to remove the chair at the end of any academic quarter. The dean shall conduct the vote. The chair may resign at any time.

10.3.2 Academic Program Directors. Academic Program Directors will be reviewed annually by the Dean. Faculty will participate in the evaluation of Academic Program Directors at least every two (2) years. The Academic Program Director will be reviewed based on the performance of duties and responsibilities outlined in the college P & P and their letter of appointment and/or their FAP, if updated to include the directorship duties. The results of the review will be shared with the Academic Program Director. Based on the evaluation of performance, a plan may be developed jointly by the Dean and the Academic Program Director for improvement or the Academic Program Director may be removed by the Dean. The program faculty by a two-thirds (2/3) majority recall vote may initiate a request to the Dean to remove the Academic Program Director at the end of any academic term. The Dean shall conduct the vote in the program. The Academic Program Director may resign at any time. If, during the term of appointment, the Academic Program Director fails to fulfill the responsibilities described in the College or Department P & P, their appointment letter, or FAP (wherever these duties are articulated), the Chief Academic Officer or Dean may remove the Academic Program Director.

10.4 Academic Program Director Compensation. The Chief Academic Officer or Dean will determine the appropriate stipend and/or release time in accordance with the responsibilities of each position. Academic Program Directors with responsibilities that extend beyond or prior to the contract defined academic year shall be awarded a stipend in relation to the extent of summer responsibilities. Contract service assignments may be used to supplement course release time. Administrative time for serving as an academic program director will constitute release from the teaching portion of workload only.

The criteria to be used in guiding release time compensation shall include but not be limited to:

- (a) The size of the academic program using faculty FTE guidelines.
  - (i) 1-4 faculty = .138 - .25 of 36 teaching credit hours
  - (ii) 5-8 faculty = .25 - .33 of 36 teaching credit hours
- (b) The complexity of the program (e.g., multipole degree programs, certification of programs, accreditations, management of clinical facilities, special off-campus programs, etc.).
- (c) The role of the program in serving special campus communities (e.g., programs dedicated to diversity and inclusion, identify, or Hispanic Serving Institution duties, etc.).

- (d) The external and/or cross-campus interactions and commitments.
- (e) The availability of administrative support for the Academic Program Director's Duties.

## ARTICLE 11: LEAVES

### 11.1 Sick Leave.

- 11.1.1 All Faculty absences due to illness, injury or disability shall be reported to the chair using the University's sick leave form. Absences of up to two (2) workweeks in duration for illness, injury or temporary disability will be considered sick leave. The faculty member and the chair shall be responsible for making arrangements to cover or reschedule all classes missed by absence due to sick leave.
- 11.1.2 Adjunct faculty shall be entitled to up to two (2) workweeks of paid sick leave during the term of their contract. Any leave taken beyond the two (2) workweeks in a quarter for the reasons described in Section 11.1.4 and not otherwise authorized by law or agreement shall be unpaid and may, at the discretion of the dean following consultation with the chair, result in termination of the faculty member's contract.
- 11.1.3 Probationary, tenured and special faculty shall be entitled to paid sick leave of up to two (2) workweeks for each separate occurrence for the reasons described in Section 11.1.4.
- 11.1.4 Sick leave may be used during the period of a faculty member's appointment for reasons allowed under the Minimum Wage Requirements and Labor Standards, RCW 49.46.210. This includes providing care for a family member with mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care for a family member who needs preventative medical care; or medical, dental, or optical appointments. For purpose of this Article, the definition of a family member is defined as follows:
  - (a) A child, including a biological, adopted, or foster child, stepchild or a child whom the employee stands in loco parentis, is a legal guardian, or is a de factor parent, regardless of age or dependency status;
  - (b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
  - (c) A spouse;
  - (d) A registered domestic partner;
  - (e) A grandparent;

(f) A grandchild; or

(g) A sibling

11.2 Medical Verification. For absences of three (3) or more days, or where there are pattern absences, the University may require written medical verification of the reason for the faculty member's absence.

11.3 Short-Term Disability Leave.

11.3.1 Absences of longer than two (2) consecutive workweeks caused by a condition described in Section 11.1.4 will be considered short-term disability leave. In addition to paid sick leave for the first two (2) weeks of a condition described in Section 11.1.4, probationary, tenured and special faculty shall be entitled to disability leave as provided in this section.

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

11.3.3 Amount of Disability Leave.

(a) Lecturers, library associates, and faculty in residence will be entitled to paid disability leave during the term of their contract up to a maximum of the number of weeks noted in the table below.

<b>Years Completed at EWU</b>	<b>Weeks of Paid Disability Leave</b>
<1	2
1	2
2	4
3	6
4	8
5+	10

(b) Senior lecturers, senior library associates, and probationary faculty shall be entitled to up to twelve (12) workweeks of paid short-term disability leave during an academic year; provided that nothing in this Section will require an extension of the term of appointment for a special faculty or probationary faculty member.

(c) Tenured faculty shall be entitled to up to fifteen (15) workweeks of paid short-term disability leave during an academic year.



- 11.3.4 Pay During Disability Leave. Faculty members shall receive their normal salary during any period of short-term disability leave.
- 11.3.5 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 special faculty member.
- 11.4 Annual and Holiday Leave for Librarians.
- 11.4.1 Full-time library faculty earn annual leave at the rate of two (2) days (16 hours) per month. The total amount of annual leave accrued in a fiscal year will reflect the terms of the individual library faculty employment contract (e.g., 12-month, full-time contract = 24 days (192 hours) annual leave; 10-month, full-time contract = 20 days (160 hours); etc.). Library faculty with an appointment that is less than full time accrue leave on a prorated basis that reflects the percentage their appointment bears to a full-time faculty librarian.
- 11.4.2 All library faculty begin to accrue annual leave from the date they start work as a faculty member in the University Libraries, but are not eligible to use accrued leave until they have completed three (3) months of employment. Library faculty can use no more than thirty (30) days of annual leave per fiscal year. There is no limit on the number of accrued days of annual leave that can be carried forward from one fiscal year to the next. Upon termination of employment, library faculty may cash out their accrued annual leave to a maximum of 30 days (240 hours). Library faculty are expected to plan vacation and unpaid leaves in advance with their school director and dean considering the operational needs of the university.
- 11.4.3 Full-time, twelve-month library faculty receive the ten (10) University holidays per year, plus a personal holiday. Library faculty who work less than twelve (12) months receive only the University holidays that fall within the months they work, and are not entitled to a personal holiday. Library faculty who work less than full time during the year adjust their work schedule during the week in which a holiday falls to reflect the terms of their individual contract. Personal holidays may not be carried over from one year to the next, and may not be cashed out in any circumstances.
- 11.5 Paid Professional Leave.
- 11.5.1 Professional leave shall be granted by the Board of Trustees for the purpose of providing opportunities for study, research, and creative activities for the enhancement of the University's instructional and research programs. Selection for professional leave will be judged on the merits of each case as it meets the specific scholarship and/or research and service deemed important to the

University criteria for selection. The element of rotation shall not be a factor for selection. Professional leave may be taken to pursue projects in the following areas:

- (a) Research.
- (b) Scholarly and Creative activity, including the scholarship of teaching or librarianship.
- (c) Any other area of professional development that complies with the criteria set by the Research, Service and Scholarship Committee (“RSS Committee”).
- (d) Retraining of tenure and tenure-track faculty facing program reduction or elimination.
- (e) Service to the University and/or the external community.

11.5.2 Exclusions. Professional leave will not be granted for the purpose of working for an advanced degree or the possible acquisition of credit applicable toward an advanced degree.

11.5.3 Eligibility. Full-time tenured faculty are eligible for professional leave as follows:

- (a) At the conclusion of an initial six (6) years of consecutive service, tenured faculty members will be eligible for a professional leave for a maximum of three (3) quarters (one (1) academic year). At the completion of six (6) years of consecutive service from their last point of eligibility, faculty members will accumulate an additional three (3) quarters of professional leave. A faculty member may not accumulate more than three (3) quarters of eligibility for professional leave at any time.
- (b) In computing consecutive years of service, periods of sick or short-term disability leave will be counted. A period of up to one (1) year of professional leave of absence without pay will not count as part of the six (6) year period, but will not be considered a break in service for purposes of computing eligibility for professional leave.
- (c) Professional leave may, based on the approved application, be taken in one (1), two (2) or three (3) quarters at a time. If less than full academic year of professional leave is taken at a time, the remaining quarter(s) may, if approved in a subsequent application, be taken within the six-year period following the point of initial eligibility. Additional quarters are not guaranteed.

11.5.4 Policies Governing Personnel on Leave.

- (a) Individuals on professional leave shall be entitled to the same benefits as other academic personnel. This applies to salary raises, insurance coverage, liability coverage, retirement, professional development funds, office space, and the usual department resources.
- (b) The period of leave shall be counted as the time in rank and experience on the University faculty.
- (c) Faculty members returning from professional leave will resume their academic or professional rank and position, or a different position mutually agreeable to the faculty member and the University administration. In the event the faculty member's prior position is eliminated during the time the employee is on leave, the rights of the faculty member will be governed by the provisions of Article 15 – Reductions in Force.

11.5.5 Policies Involving Programs and Services. State law requires that the aggregate cost of remunerated professional leaves awarded at the institution during any year, including the cost of replacement personnel, shall not exceed the cost of the salaries that otherwise would have been paid to personnel on leave.

- (a) The University will allocate leaves amounting to between eighty percent (80%) of the legislatively allowed maximum, and the legislatively allowed maximum of full-time equivalent faculty (as defined by the Office of Financial Management) who are engaged in instruction and exempt staff.
- (b) The Chief Academic Officer may reserve up to fifteen percent (15%) of the legislatively allowed maximum number of leaves to be awarded at their discretion. The Chief Academic Officer will report awards under this paragraph to the RSS Committee before June 30 of the year in which they occurred.

11.5.6 Terms and Conditions.

- (a) The granting of paid professional leave shall not become automatic upon application. The University RSS Committee will evaluate the applications and recommend the granting of leaves on the basis of the factors below. The parties support a goal that membership on the RSS Committee will be broadly representative of the colleges and library.

- (i) Purpose and scope of the proposed project;
  - (ii) Quality and feasibility of the proposed project;
  - (iii) Ability of the individual to carry out a successful project;
  - (iv) Significance and potential value of the project to the individual, an area of study, the University's Strategic Plan initiatives and the State of Washington;
  - (v) Retraining leaves due to program elimination shall receive priority consideration by the committee. Any additional approved criteria or policies for evaluating and awarding applications by the appropriate body of the Faculty Senate will be provided to faculty members with the application materials.
- (b) To receive consideration an individual must make formal application in writing.
- (c) Faculty working academic quarters shall receive 90 percent of their quarterly salary while on leave if the leave is taken for one (1) quarter; 82.5 percent of their salary if the leave is taken for two (2) quarters; and 80 percent of their annual salary if the leave is taken for three (3) quarters. Within the six-year period referenced above, no more than one (1) quarter will be compensated at the 90 percent rate; subsequent quarters will be compensated at 75 percent of the faculty member's salary for the applicable period.
- (d) Salary for leave will be determined on the basis of the salary agreement in effect during the specified period of leave. Outside consulting which is not in direct support of the project for which remunerated professional leave is granted will be permitted with the prior approval of the dean and the Chief Academic Officer.
- (e) Faculty members may seek additional support for their projects from outside agencies. Such aid must be in direct support of the project for which professional leave is granted. A portion of this aid may be used to supplement the leave stipend. (State law stipulates that the base salary cannot be exceeded. Thus, additional stipend funds will be used to reduce the University stipend, thereby allowing the granting of additional professional leaves.)
- (f) Faculty members granted professional leave are required to return to the institution for a period of time equal in length to the length of the professional leave. If this requirement is not met, the Faculty member

shall reimburse the University for the cost of the leave in terms of salary and fringe benefits. Faculty members will be required to sign a contract with the University prior to the beginning of their professional leave that includes this obligation.

- (g) Methods of payment while on leave should be set through mutual agreement of recipient and the University.
- (h) A written report of the completed project shall be submitted to the appropriate dean for forwarding to the Chief Academic Officer, the President and the Board of Trustees.

#### 11.5.7 Application Procedures.

- (a) Applications for professional leave shall be submitted in writing to the Chief Academic Officer by November 15. The Chief Academic Officer will announce the deadline at the beginning of each fall quarter of the academic year preceding the academic year in which the leave is to be taken. In exceptional cases, such as an opportunity arising upon shorter notice, later applications may be considered at the discretion of the Chief Academic Officer and the RSS Committee.
- (b) Applications must include the following:
  - (i) Statement of the proposed project;
  - (ii) Purpose and scope of the proposed project;
  - (iii) Value and significance of the project, both intrinsically and in relation to the applicant's teaching, librarianship, and other responsibilities at Eastern;
  - (iv) Detailed plans for carrying out the project;
  - (v) Evidence of the feasibility of the project and evidence of the individual's ability to pursue the project successfully;
  - (vi) Evidence of support for the proposed project, including letters from other institutions and other individuals concerned with the proposed project, if applicable;
  - (vii) Dates and length of leave requested;
  - (viii) Time, if any, to be devoted to another activity or project, including beginning and terminal dates;
  - (ix) Remuneration, if any, from other sources; and

- (x) Written proof that the faculty member's program is subject to program elimination (if applicable).
  - (c) Applications should be submitted through the chair to the appropriate dean. Each dean will forward to the Chief Academic Officer those applications that have been recommended by the chair and the dean. All such applications will be reviewed by the RSS Committee. Its recommendation should be made to the Chief Academic Officer as soon as possible after receiving the applications.
  - (d) Notification to the applicant of the decision concerning the granting of the leave shall be made by the President not later than the end of the quarter following that in which the application was submitted.
  - (e) Faculty who take fewer than three (3) quarters leave and who wish to take the remaining quarter(s) during the six-year period should apply for the remaining leave in the manner described above. Each application is a new application and will be considered with all the others for that year.
  - (f) Faculty whose applications are forwarded to the Chief Academic Officer with a negative recommendation may appeal to the Chief Academic Officer within seven (7) calendar days of receiving notice of the negative recommendation. This appeal may include a request that the Chief Academic Officer provide the requested leave from the quarters reserved to the Chief Academic Officer per Article 11.5.5(b).
- 11.6 Parental Leave. Tenured, tenure-track and special 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. For birth giving parents or birth giving employees, parental leave will begin with the birth of the child and will run concurrently with available sick leave, short-term disability leave and/or Family Medical Leave. Parental leave used by a parent who is not the birth mother must be used within twelve (12) months of the birth or placement of the child. In situations where both parents are eligible for leave and work in the same department, they will be expected to coordinate use so that their leaves do not occur at the same time. When possible, faculty members are expected to provide at least thirty (30) days' notice of the need for parental leave, and should coordinate the timing of their leave with the chair to minimize the disruption to the classes or staffing.
- 11.7 Washington Family Medical Leave Program. The parties recognize the Washington Family Leave Act (WFLA), RCW 49.78, is being repealed and is only effective until December 31, 2019. The Washington Family Medical Leave Program (PFMLA), RCW 50A.04, fully replaces RCW 49.78 as of January 1, 2020. The parties recognize that benefits under the PFMLA begin January 1, 2020, and eligibility for an approval of leave

for purposes as described under the PFMLA, shall be in accordance with RCW 50A.04. In the event that the legislature repeals all or part of RCW 50A.04, those provisions repealed are considered by both parties to be expired and no longer in effect upon the effective date of their repeal. The University will deduct from the wages of each employee, forty-five (45%) percent of the full amount of the PFMLA premium for medical leave. For family leave, the University will deduct the full amount of the premium.

- 11.8 Bereavement Leave. Faculty members will be granted three (3) days of paid bereavement leave for the death of the employee's spouse, registered domestic partner, child, parent, parent-in-law, registered domestic partner's parent, sibling, grandparent, grandchild or household member. With notification to their chair, a faculty member may use sick leave (as described in Section 11.1) for bereavement leave in addition to the leave provided in this Section.
- 11.9 Personal Leave of Absence without Pay. Faculty members may request (through their chair and dean) personal leave without pay for periods of one (1) quarter or more subject to the following provisions:
  - 11.9.1 Such leaves will be granted for no more than one (1) year at a time but may be extended upon approval of the Board of Trustees.
  - 11.9.2 Individuals on a one (1) year leave must notify the University in writing by March 1 whether they will return for the following academic year.
  - 11.9.3 Approved leave time will not count toward years of service. Approved leave without pay will not interrupt years of consecutive service.
  - 11.9.4 A letter of agreement detailing the specific conditions of each leave, including any agreed extensions of a probationary period as described in Section 4.1.2(a), will be prepared by the dean in consultation with the chair, signed by the requesting faculty, and submitted to the Chief of Academic Officer for final approval.
- 11.10 Professional Leaves of Absence without Pay. Faculty members may request (through their department chair and dean) a professional leave without pay to enhance their knowledge and skills for periods of one (1) quarter or more subject to the following provisions:
  - 11.10.1 Such leaves will be granted for no more than one (1) year at a time, but may be extended upon approval of the Board of Trustees.
  - 11.10.2 Individuals on a one (1) year leave must notify the University in writing by March 1st whether they will return for the following academic year.

- 11.10.3 Approved time shall not count for tenure and/or a promotion. Approved leave without pay will not interrupt years of consecutive service.
- 11.10.4 Approved leave time spent acquiring an advanced degree will not count towards years of service.
- 11.10.5 A letter of agreement detailing the specific conditions of each leave, including any agreed extensions of a probationary period as described in Section 4.1.2(a), will be prepared by the dean, in consultation with the chair, and forwarded to the Chief Academic Officer and will be signed by the requesting faculty.



## ARTICLE 12: GRIEVANCE PROCEDURE

- 12.1 Purpose. The purpose of this procedure is to provide a process for the prompt and fair resolution of grievances. This procedure shall be the exclusive means of resolving grievances.
- 12.2 Definition of Grievance. A grievance is a dispute between the University and the UFE, on its own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation or misapplication of an express term or provision of this Agreement.
- 12.3 Time Limits. Time limits within the grievance procedure may be waived or extended by mutual agreement of both Parties. If the UFE, on behalf of the employee(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the University fails to respond in the specified time limits, the grievance shall proceed to the next step of the grievance procedure.
- 12.3.1 The day after the event, act or omission, or the day after the faculty member(s) or UFE knew or should have known of the event, act or omission, shall be the first day of a timeline under this Article. In the event a time limit under this Article ends on a weekend or holiday, the deadlines will automatically be extended to the following University business day.
- 12.3.2 Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day called for under an application time limit.
- 12.4 Submission of Grievances and Responses.
- 12.4.1 All grievances and requests for arbitration must be submitted to the University's Labor Relations Manager, or designee, by fax, hard copy, or electronic mail. University responses will be submitted to the UFE President and Vice President of Labor Management by fax, hard copy, or electronic mail.
- 12.4.2 Grievances shall include the following:
- (a) the specific term(s) of the Agreement allegedly violated, misinterpreted, or misapplied;
  - (b) a statement of the grievance; and
  - (c) the remedy sought.
- 12.5 Cooperation between the Parties. The University and the UFE will supply each other with requested information reasonably needed to facilitate processing the grievance. Any meetings scheduled to discuss a grievance will be set at mutually convenient times.

- 12.6 Informal Resolution. Nothing in this Article should be read to preclude the parties from attempting to resolve issues through informal discussions prior to filing a grievance.
- 12.7 Process.
- 12.7.1 Step 1. Regardless of the status of any informal discussions regarding a potential grievance, the UFE shall submit the grievance within twenty-one (21) calendar days of the day the faculty member(s) or UFE knew or reasonably should have known of the events giving rise to the grievance. The appropriate Dean should hold a meeting with the grievant and his or her UFE representative within fourteen (14) calendar days of his or her receipt of the grievance, and shall respond to the grievance in writing within fourteen (14) calendar days of such meeting.
- 12.7.2 Step 2. Should Step One fail to resolve the grievance, within fourteen (14) calendar days following its receipt of the Dean's Step 1 response, the UFE shall submit the written grievance to the University's Labor Relations Manager, or designee, for consideration by the Provost. The Provost shall hold a meeting with the grievant and his or her UFE representative within fourteen (14) calendar days of the receipt of the grievance, and shall respond in writing to the grievance within fourteen (14) calendar days of such meeting. Grievances challenging a suspension or termination, or a grievance alleging a violation(s) by the Provost shall be initially considered by the Provost at Step 2.
- 12.7.3 Step 3. Should Step Two fail to resolve the grievance, the UFE shall submit a written request to the University's Labor Relations Manager, or designee, to arbitrate the grievance within fourteen (14) calendar days after its receipt of the Provost's Step 2 response. The UFE shall simultaneously submit a written request for arbitration to the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service and request that the Parties be provided with the names of seven (7) qualified arbitrators from Washington, Oregon or Idaho area. Upon receipt of names of the seven (7) arbitrators from AAA, the parties will meet within ten (10) days to choose an arbitrator from the list provided. The arbitrator shall be chosen by the strike method. The party exercising the first strike shall be the loser of a flip of a coin.
- 12.8 Rules. The Parties agree that if there is question of arbitrability that the arbitrator shall rule on the arbitrability issue before scheduling a hearing on the case in the main.
- 12.8.1 The arbitrator will:
- (a) Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
  - (b) Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the Parties agree to modify it;

- (c) Not make any award that provides a faculty member with compensation greater than would have resulted had there been no violation of this Agreement.

12.8.2 Arbitrations will take place in accord with the Labor Arbitration Rules of AAA unless the Parties agree otherwise in writing.

12.8.3 The arbitrator shall issue written decision to the Parties within thirty (30) calendar days of the close of the hearing or the submission of the post-hearing briefs, whichever is later. The decision shall be final, conclusive and binding on the University, the UFE and the faculty members; provided that the decision does not include action by the arbitrator beyond his or her jurisdiction.

12.8.4 Arbitration Costs.

- (a) The expenses and fees of the arbitrator and the cost (if any) of the hearing room will be shared equally between the Parties. If one party chooses to use a court reporter, it shall bear the costs of the court reporter. The other party may obtain a copy of the court reporter's report by agreeing to share the cost of the reporter at the time it makes the request for a copy of the transcript.
- (b) 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 postponements and/or cancellations will be shared equally by the parties.
- (c) Each party is responsible of its staff representatives, attorneys, and all other costs related to the development and presentation of its case.

12.9 General Provisions.

12.9.1 Documents related to the processing of a grievance will be maintained and filed separately from the personnel files of affected faculty members.

12.9.2 No faculty member shall suffer reprisals for filing a grievance, for being a witness in a grievance, or for participating in the grievance process.

12.9.3 By mutual agreement the Parties may choose to utilize an expedited arbitration process.

## ARTICLE 13: CONSTRUCTIVE ACTION

- 13.1 Constructive Action. Constructive action is a less-formal, non-disciplinary approach to resolving employee issues. It is used to try to resolve workplace issues between the University and a faculty member and/or to clarify expectations. It does not require compliance with the University's investigative guidelines. Constructive action is not discipline.
- 13.2 Types of Constructive Actions. Constructive action may involve discussion, clarification of expectations, verbal coaching or counseling, written coaching or counseling, or an improvement plan. Constructive action will be initiated by the dean.
- 13.3 Constructive Action cannot be challenged through the grievance process. Because constructive action is not discipline, there is no need for a faculty member to have UFE representation in the constructive action process. Either the faculty member or the University may suggest that a representative from the UFE and/or Human Resources observe the meeting.
- 13.4 The result of constructive action shall be documented in the dean's file and the faculty members' personnel file. Faculty will be provided with a copy of the result of the constructive action. If the constructive action is successful, the constructive action files will be removed from the faculty's personnel file and the dean's file after two (2) years or the end of the evaluation cycle, whichever is shorter. At the request of the UFE President or at the Chief Academic Officer's discretion, the Chief Academic Officer may, in consultation with the Human Resources Office, elect to remove constructive action files from a faculty member's personnel file before two (2) years under unusual and/or extraordinary circumstances.
- 13.5 If the workplace issue is repeated or if the constructive action fails to correct an issue, the University may address the issue through progressive discipline as described in Article 14 – Discipline.

## ARTICLE 14: DISCIPLINE

- 14.1 Just Cause. No faculty member shall be disciplined or discharged without just cause. Just cause guidelines commonly used by arbitrators are set forth in Appendix A.
- 14.2 Progressive Discipline. The University shall apply where appropriate the principles of progressive discipline which include, but are not limited to, the following steps: verbal warning, written warning, suspension without pay and, finally, discharge. The University will not be required to apply progressive discipline where the nature of the offense calls for immediate discharge or imposing discipline without progression.
- 14.3 Disciplinary Procedures.
- 14.3.1 Informal meetings between the University and faculty members regarding workplace issues are encouraged.
- 14.3.2 Faculty members shall be given a reasonable opportunity to respond to complaints which could lead to discipline.
- 14.3.3 The University has adopted guidelines for conducting investigations into alleged misconduct and/or violation of laws, regulations, or policies relevant to the University and its constituents. The current version of these guidelines can be found at EWU Guideline 401-01. Faculty members have an obligation to cooperate with investigations conducted by the University.
- 14.3.4 Faculty members are entitled, at their option, to have UFE representation during any meeting to discuss disciplinary action, or during any investigatory interview conducted by the University that the faculty member reasonably believes may result in discipline of the faculty member. During any such investigatory interview, a participating UFE representative will be given the opportunity to ask questions, offer additional information and counsel the faculty member. The University will notify faculty members before the start of any meeting or interview governed by this Section of the right to UFE representation, and shall permit the faculty member reasonable time to arrange for participation of a UFE representative.
- 14.3.5 If prior to or during a meeting between the University and a faculty member, the University concludes that discipline could result from the information provided by the faculty member, the meeting shall be designated as a disciplinary meeting by the University. All disciplinary meetings shall be conducted in private.
- 14.4 Pre-Disciplinary Procedure.
- 14.4.1 Notice of Intent to Discipline. If the University intends to impose discipline that involves a loss of pay or termination of employment, the University shall

inform the faculty member of its intent in writing. The written notice shall describe the event or conduct with sufficient particularity to permit the employee to understand the reason for the proposed discipline.

- 14.4.2 Pre- Disciplinary Meeting. The University will schedule a Pre-Disciplinary Meeting to permit the faculty member to provide any additional information the faculty member wishes the University to consider prior to finalizing its decision regarding discipline.
- 14.4.3 Disciplinary Decision. No later than fourteen (14) calendar days after the close of the Pre-Disciplinary Meeting, the University shall inform the faculty member of its disciplinary decision in writing. The disciplinary decision shall be documented in the faculty member's personnel file, and may be used as a basis for progressive discipline should the workplace issue be repeated or if disciplinary action failed to correct an issue.
- 14.5 Disciplinary Procedures – Title IX of the Education Amendments Act of 1972. The Disciplinary Procedures for Title IX matters are set forth in Appendix F.

## **ARTICLE 15: REDUCTION IN FORCE**

- 15.1 Program Reduction and Discontinuance. The reduction or discontinuation of a program is a function of the University in its regular review of departments and programs, resource allocation and strategic planning. Program review, enrollment trends or severe financial crisis may prompt program discontinuance.
- 15.1.1 The University will set up its own procedures for program discontinuance. The current iteration of these procedures is contained in “Degree Program Discontinuance at Eastern Washington University” approved by the Academic Senate on January 28, 2002, and subsequently approved by the Board of Trustees.
- 15.1.2 The University will make reasonable efforts to plan needed changes in educational programs so as to minimize sudden unexpected shifts of staffing of program units. In meeting changes brought about by shifts in student enrollment or program development, it is frequently necessary to change the faculty allocation to a given department or program unit. Such decisions shall be made by the Chief Academic Officer in consultation with the deans and the department chairs in the units affected.
- 15.1.3 When the Chief Academic Officer believes that the appropriate balance of faculty within a specific department or among the various departments is so distorted that it cannot be corrected without affecting positions held by probationary and/or tenured faculty, the Chief Academic Officer shall so notify the President, the chair of the Academic Senate and the president of the UFE. Before making this determination, the Chief Academic Officer will consult with the UFE as to whether the correction can/should be delayed or avoided by department reconfiguration or revitalization.
- 15.1.4 If a program is considered for discontinuance, the existing degree Program Discontinuance Policy approved by the Board of Trustees applies. The final responsibility for institutional action shall rest with the Board of Trustees.
- 15.1.5 In the event that a program has insufficient students, and discontinuing the program does not require the elimination of tenured or tenured track faculty positions, the program may be eliminated without following the process set out in this Section.
- 15.2 Severe Financial Crisis.
- 15.2.1 Whenever the President has reason to believe that a severe financial crisis may occur, the President shall notify the Academic Senate and the UFE president of the nature of the expected emergency and supply supporting documentation. Within fifteen (15) working days of receiving notice of a severe financial crisis from the President, the UFE will submit any recommendations for managing

the crisis in a report to the president and the Board of Trustees. The Board of Trustees shall be responsible for declaring any state of University-wide severe financial crisis. Unless continued by a subsequent Board declaration, a declaration of a severe financial crisis will last no longer than one (1) fiscal biennium.

- 15.2.2 On or before such declaration by the Board of Trustees, the President shall develop a plan for meeting the emergency. The final responsibility for institutional action shall rest with the President.
- 15.2.3 Support of instructional efforts will receive highest priority when a severe financial crisis requires reduction of the funding of University programs.
- 15.3 Reduction in Force. Reduction in Force is a layoff of faculty due to a severe financial crisis or program discontinuance or reconfiguration.
  - 15.3.1 Except in the case of severe financial crisis, the President of the University shall inform the president of the UFE and the colleges/departments(s) affected of intent to implement the reduction in force at least ninety (90) days prior to implementation. The UFE, upon receipt of such written notice, may request a meeting to review the reasons for such intent and to recommend ways to reduce and/or eliminate the need to implement this provision.
  - 15.3.2 Faculty layoffs shall take place utilizing the following priority: adjunct faculty/librarians, special faculty/librarians, tenure-track faculty/librarians, tenured faculty/librarians.
  - 15.3.3 The department(s) affected shall be notified in writing of the necessary reductions by the Chief Academic Officer.
  - 15.3.4 Within fifteen (15) working days of receipt of such notice, the college(s) and department(s)/library affected, in a manner to be determined by the deans, after consultation with the UFE, shall designate the positions, including appropriate qualifications, which are required to meet program needs. These positions will be filled by seniority, *i.e.*, date of appointment to rank or special faculty within each department or library, utilizing the priority listed in Section 15.3.2 above, provided the faculty member filling the position has the necessary qualifications. The results of this process shall be placed in writing and sent to the Chief Academic Officer within the time limit specified above.
  - 15.3.5 Following receipt of the position designations from the departments(s), the Chief Academic Officer will notify within five (5) working days, those faculty members who are to be laid off.
  - 15.3.6 For layoffs resulting from program reconfiguration or discontinuance, senior lecturers, tenure-track and tenured faculty will be given notice as follows:



- (a) Senior lecturers, and tenure-track faculty within the first year of employment, shall be notified no later than March 1, for appointments based on the academic year, or three (3) months prior to the end of an appointment for appointments based on an alternative period.
- (b) Tenure-track faculty within the second year of employment shall be notified no later than December 1 for appointments based on the academic year, or six (6) months prior to the end of the appointment for appointments based on an alternative period.
- (c) Tenure-track faculty with two (2) or more years of uninterrupted tenure track service, and all tenured faculty, shall be notified no later than June 1 for appointments based on the academic year, or twelve (12) months prior to the end of the appointment for appointments based on an alternative period.

15.3.7 For layoffs resulting from a severe financial crisis, special faculty lecturers, probationary and tenured faculty will be given notice as follows:

- (a) Special faculty, and tenure-track faculty within the first year of employment, shall be provided with a minimum of three (3) months' notice prior to their layoff.
- (b) Tenure-track faculty within the second year of employment shall be provided with a minimum of six (6) months' notice prior to their layoff.
- (c) Tenure-track faculty with two (2) or more years of uninterrupted tenure-track service, and all tenured faculty, shall be provided with a minimum of twelve (12) months' notice prior to their layoff.

15.3.8 Every effort shall be made to find suitable employment within the University for faculty laid off under this Article. Tenured faculty shall have the opportunity to obtain up to one (1) year's retraining, through remunerated leaves, for other programs which have a need for additional or replacement faculty and for which the faculty member is qualified. No faculty may be relocated without consultation with all departments concerned.

15.3.9 If faculty are laid off, they shall be placed on a reemployment list for up to two (2) years from the date of layoff. If two (2) or more faculty within a given department are laid off, the University shall place them on a reemployment list in order of seniority. Should a vacancy be created in that department by departure of one of the remaining department faculty whose position the laid off faculty member is qualified to fill, or an increase in the faculty allocation to that department, such vacancy cannot be filled until qualified faculty members on the reemployment list have been offered the position in order of seniority.

Such offer shall be made in writing and shall provide the faculty member with thirty (30) days in which to respond. The laid off faculty member shall be required to return to employment no later than the beginning of the next academic year.

- 15.3.10 All faculty laid off under the provisions of this Section and who are subsequently rehired as indicated at Section 15.3.9 shall retain all accrued wage levels and benefits.

## **ARTICLE 16: NONDISCRIMINATION, AFFIRMATIVE ACTION, AND DIVERSITY, EQUITY AND INCLUSION**

- 16.1 Compliance with State and Federal Law. The parties acknowledge their mutual support for equal employment opportunity and their commitment to abide by all State and Federal law regarding nondiscrimination and affirmative action in the workplace.
- 16.2 Affirmative Action. The parties support and will cooperate in the implementation of the University's affirmative action programs. The University's Affirmative Action Plan will be provided to the Union at the time of its implementation/renewal.
- 16.3 Prohibition of Discrimination, Harassment and Sexual Misconduct. The parties agree that neither the University nor the Union shall discriminate against or harass any employee based on race, color, creed, religion, national origin, sex, pregnancy, sexual orientation, gender identity/expression, genetic information, age, marital status, families with children, protected veteran or military status, HIV or hepatitis C, status as a mother breastfeeding her child, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, union membership or other protected status under University Policy 402-02, Diversity and Nondiscrimination. The parties further agree that neither the University nor the Union shall engage in any form of sexual misconduct, sexual harassment or other conduct prohibited by University Policy 402-01, Sexual Misconduct and Title IX Responsibilities.
- 16.4 Mandatory Reporting of Discrimination and Sexual Misconduct. All employees, except licensed professionals at Counseling and Psychological Services (CAPS), who become aware of incidents of discrimination or sexual misconduct are mandated to report such incidents. Reports of discrimination are to be sent to the Director of Equal Opportunity as detailed in University Policy 402-02, Diversity and Nondiscrimination, Section 4.1. Reports of sexual misconduct are to be sent to the Title IX Coordinator within twenty-four (24) hours of becoming aware of an incident, as detailed in University Policy 401-01, Sexual Misconduct and Title IX Responsibilities, Chapter 2.
- 16.5 Prohibition of Bullying. The parties support the prohibition on bullying at the University. Behaviors constituting bullying, instructions on filing complaints of bullying and the University's processes for investigating and responding to complaints of bullying are outlined in the University's Bullying Policy.
- 16.6 Concerns Regarding the Workplace Environment. The University is committed to providing equal employment opportunity, consideration and treatment for all employees. Faculty are encouraged to identify and report to their chairs, deans or to Academic Affairs, either individually or through their Union representatives, concerns and proposed solutions for abusive, unfair or inappropriate behavior, actions or practices by other faculty members, administrators or other members of the University community. Chairs notified of such concerns will inform their dean of the issue. The chair or responsible administrator will notify the affected faculty member(s) of the response to concerns.

raised, including the outcome of any investigation conducted, and, to the extent appropriate, actions taken as a result.

- 16.7 Actions for Violations of this Article. Faculty may challenge practices or actions that they allege violate the provisions of Sections 16.1, 16.3 and 16.4 through the University's Discrimination and Bullying policies and procedures, and/or using those remedies available through applicable law. Faculty who choose to file a complaint under the University's Discrimination and Bullying policies may, at their option, choose to have union representation throughout that process. Alleged violations of Sections 16.1, 16.3 and 16.4 shall not be the subject of grievances under Article 12.
- 16.8 Investigation Guideline. The University has adopted guidelines for conducting investigations into alleged misconduct and/or violations of laws, regulations or policies relevant to the University Guideline 401-01, Investigations. Faculty members have an obligation to cooperate with investigations conducted by the University.
- 16.9 Diversity, Equity, and Inclusion (DEI).
- (a) *Mandatory training for faculty and staff.* Faculty are required to attend DEI training starting in 2022. The training will provide faculty with tools to address matters related to antiracism, diversity, equity and inclusion.
  - (b) *Department/Program Faculty Engagement with University Experts in DEI and Social Justice.* Department Chairs and Program Directors are encouraged to meet with University experts in DEI and social justice, including Independent Academic Program Directors, to explore ideas to enhance department initiatives to create and maintain a culture of belonging and recruiting and retaining students from historically marginalized communities.
  - (c) *Pilot Project to increase student diversity and inclusion.* During the 2022-2023 academic year, UFE and EWU in JMLC will explore opportunities for faculty to participate in student recruitment and retention to increase student diversity.

## ARTICLE 17: INTELLECTUAL PROPERTY RIGHTS

- 17.1 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. 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 UFE and, if requested, will bargain with the UFE over any proposed changes.
- 17.2 This Article supersedes any EWU intellectual property policy to the extent of it being in conflict with any such policy provision.
- 17.3 Definitions
- 17.3.1 Normal and Customary Supported Works. Normal and customary supported works are those works developed with no more than the normal support provided to employees of the University including, but not limited to, general computer support, internet resources, email, library resources, and office and lab space. 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 ownership rights for an intellectual property. The University will not construe the provision of personal office, departmental facilities, library, laboratory, word processing, data processing, or computer facilities as solely of themselves constituting significant use of space or facilities. Nor will the University construe the payment of salary of University-funded faculty research grants or professional leaves solely of themselves to constitute significant use of funds.
- 17.3.2 Works for Hire. Works for hire are those works that result from a signed contract with the University that details specific work that is above and beyond the normal and customary supported work of a University faculty member. Faculty will be compensated for works for hire above and beyond their regular salary for normal and customary supported work.
- 17.4 The University does not claim ownership rights to “traditional academic works” that result from normal and customary supported work. They are created independently and at the creator’s initiative for traditional academic purposes. Examples include class notes, books, theses and dissertations, computer programs, phone or computer-based application, databases, computer scripts, scholarly or educational videos, content contained within modules within learning management systems, online courses, paper or computer-based maps and geospatial data, PowerPoint or other slides, recorded lectures, laboratory and homework exercises, educational software (also known as courseware or lessonware), articles, non-fiction, fiction, poems, musical works, dramatic works including accompanying music, pantomimes and choreographic works, pictorial, graphic

and sculptural works, scripts and screenplays or other works of artistic imagination that are not created as an institutional initiative.

- 17.5 Faculty shall have exclusive ownership rights to all copyrightable material that is not work for hire. Material is not work for hire if it is produced within the scope of a faculty member's normal responsibilities. Such material created by the faculty member remains the intellectual property of the author/inventor/creator, regardless of whether it is stored in paper or electronic form in University-owned cabinets, computer files, course management systems, course delivery systems, or electronic storage devices. Works for hire are the result of a faculty member having been commissioned in writing by the University to produce a specific work that is explicitly out of the norm or regular duties as defined in this Agreement. Intellectual property resulting from research supported by an external agreement that involves the University is governed by the provisions of the agreement between the sponsoring agency/entity and the University, as well as any applicable federal law or regulations. In the absence of any such provisions, any intellectual property deriving from external grant funding is owned by the University. If the faculty member is a part to the contract, then ownership rights are governed by the terms of the contract. For all cases where research is supported by federal grant or contract, the federal government reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
- 17.6 Copyrightable Intellectual Properties Resulting from Personal or Private Research, Scholarship, and Creative Works (i.e. Normal and Customary Works).
- (a) The University shall have no vested interest in intellectual properties clearly resulting from personal or private enterprise, without more than normal or customary cost or expense to, or use of facilities, equipment or staff of, the University.
  - (b) Insofar as faculty members have an obligation to produce scholarly and creative works, they may use University property to create such scholarship and creative work to the extent permitted by the Washington State Ethics Law, Chapter 42.52 RCW, University Policy 901-01, Ethical Standards, and the University Policy 901-02, Appropriate Use of University Resources. 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).
  - (c) EWU will amend its University policies to be consistent with Washington State Senate Bill 5854, Higher Education Faculty-Ethics. UFE will have the right to request to bargain any mandatory subject related to the new policy.
- 17.7 Course Materials. For all courses developed as normal and customary work the University will have a limited license to use the course materials for one (1) academic year following

- (a) The developing faculty member's last date teaching the course or
  - (b) After a physical or other disability prevents the faculty member from continuing teaching the course or prevents the faculty member from teaching the course in the future. This license shall be for the sole purpose of allowing another faculty member to teach the course due to unavailability of the faculty member who developed the course.
- 17.8 Work for Hire Contracts. Work for hire contracts will clearly explain that the University owns such faculty work (and may share that work with other members of the faculty), how long the University owns the work, and the compensation for the work.
- 17.9 Patents and Inventions. All faculty are required to promptly disclose to the Chief Academic Officer in writing any inventions or patentable property so the University can determine whether or not a federal grant or contract is involved and whether or not the University must comply with federal regulations pertaining to sponsored research. Additional information about Patents and Inventions is in University Policy 302-04, Intellectual Property Management.

## **ARTICLE 18: UFE—UNIVERSITY RELATIONSHIP**

### **18.1 UFE Rights.**

#### **18.1.1 UFE Service.**

- (a) Service on the UFE Executive Board, Joint Labor-Management Committee, Bargaining Committee, and/or Faculty Review Board counts as University service and will be considered in determining workloads as expressed on FAPs and workload forms.
- (b) The UFE president, VP of Bargaining, and VP of Labor Management will receive up to a fifty percent (50%) release from teaching loads, with twenty-five percent (25%) paid by the University for contract implementation and seventy-five (75%) paid by the Union for other duties not related to collective bargaining. The UFE will pay the appropriate part-time faculty rate as specified in Article 8. The union will receive an additional five (5) credit hours of release time from the University for up to two special faculty serving on the Bargaining Committee in terms during which the Union and University actively participate in formal contract negotiations.
- (c) On or before August 1 of each year, UFE will notify the Labor Relations Manager and the office of the Chief Academic Officer of its Joint Labor Management members and its intended purchases for the next academic year.

18.1.2 The UFE may purchase release time of up to five (5) credits during the summer session for the UFE president (or designee) by reimbursing the full cost of salary and benefits for such release time. In the event that the UFE president (or designee) does not otherwise have a summer contract, a contract will be issued for this purpose. On or before June 1 of each year, UFE will notify the office of the Chief Academic Officer of its intended purchase for the summer session.

18.1.3 The UFE may rent, for a nominal fee, an office on a space available basis.

18.1.4 A copy of the time, place and agenda of all Board of Trustees meetings shall be sent to the UFE president concurrent with distribution to the Board of Trustees members. In addition, the UFE president shall receive copies of the minutes of all Board of Trustee meetings.

18.1.5 The UFE shall designate a faculty representative who will be allowed to attend the regularly scheduled Board of Trustees meetings and report on UFE issues, consistent with the bylaws and procedures of the Board of Trustees.



- 18.1.6 The UFE shall have the right to payroll deduction of dues and assessments upon the submission of a signed authorization card. The authorization shall be continued year to year unless a faculty member submits a revocation of authorization by October 15<sup>th</sup> of the year in which the faculty member wishes to withdraw their membership. The University will transmit the collected dues to the UFE per the UFE's instructions.
- 18.1.7 The UFE and its representatives shall have the right to schedule the use of University facilities to transact UFE business subject to standard facilities use policies and procedures. Where standard facility charges exist, the UFE will pay the same rate as any other outside, non-University, client.
- 18.1.8 Consistent with the Washington State Executive Ethics Law, Chapter 42.52 RCW, UFE officers and stewards may make de minimis use of state-owned or operated campus mail, fax machines, the Internet, or intranets for the exclusive purpose of administering this Agreement. UFE officers and stewards may also make de minimis use of state-owned or operated e-mail for the exclusive purpose of administering this Agreement, including scheduling UFE meetings. Except as permitted in this Section, state-owned or state-provided equipment, services or supplies may not be used for conducting internal UFE business; provided that the UFE may use copiers or other normal office equipment by reimbursing the University according to the same reimbursement policies as apply to the other outside, non-University clients.
- 18.1.9 The University shall furnish to the UFE upon request documents or electronic information concerning its financial resources, expenditures, or other matters reasonably necessary to enable the UFE to carry out its duties as the exclusive bargaining representative for faculty members.
- 18.1.10 Upon request, the University shall provide the UFE with information regarding each faculty member. Such information shall include University rank, college and department assigned, length of employment within the University, email and University telephone numbers.

## 18.2 University Rights.

- 18.2.1 The University retains its statutory 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 the right to manage, direct and supervise all work performed. The University reserves the right to manage its affairs within its legal mandate and retains all management powers not specifically abridged, delegated or modified by the terms of this Agreement.
- 18.2.2 These rights include, but are not limited to:

- (a) Determining the mission of the University and methods and means necessary to fulfill that mission.
- (b) Setting policy for the University.
- (c) Determining the size of the University, including the budget and the number and type of academic and nonacademic staff.
- (d) Establishing and maintaining standards as they relate to accreditation, curriculum, technology, service and research.
- (e) Responsibility for the construction and maintenance of all University facilities, grounds and equipment on and off campus.
- (f) Maintaining and improving the efficiency and effectiveness of University operations related to administration and program.
- (g) Final authority regarding faculty criteria for hiring and promotion, faculty employment, promotion, transfer, non-appointment, non-renewal, and reassignment.
- (h) Determining faculty standards of service, faculty assignments, responsibilities to be performed, scheduling of these responsibilities, and evaluation of performance.
- (i) The right to make rules, regulations and policies that do not conflict with the provisions of this Agreement.
- (j) Conducting workplace investigations, and disciplining or discharging faculty for cause.
- (k) Planning, establishing, modifying, reorganizing or abolishing academic units, degree programs, and courses of instruction.

18.3 Meet and Discuss. Representatives of the University and UFE shall confer at such reasonable times as either party may request to consider problems covered by this Agreement.

18.4 Notification of Investigations. A faculty member and the UFE shall be notified of any investigation of his or her files, either electronic or paper, being conducted by the University or the University's agent in a timely fashion, and in no case later than five (5) days from the beginning of the investigation. Such notification shall include a general description of the investigation. At the conclusion of the investigation, the employee and the UFE shall be notified of the results of the investigation.

## **ARTICLE 19: UNION-MANAGEMENT COMMITTEE**

- 19.1 Purpose and Scope of Authority. The University and UFE will maintain a Union-Management Committee to provide a forum for communication between the Parties and to promote constructive labor-management relations. Committee meetings will be used for discussions and shared problem-solving. The Union Management Committee may negotiate additions or modifications to any provisions of this Agreement upon mutual/written agreement of the parties. The parties will formally adjourn Union Management Committee and take a short break, before convening negotiation discussions.
- 19.2 Committee Composition. The Union-Management Committee will consist of up to three (3) faculty members selected by the UFE, a UFE staff representative, and up to four (4) representatives selected by the Chief Academic Officer.
- 19.3 Scheduling of Meetings. Either party may request a meeting of the Union-Management Committee by sending a written request, including a description of the issue(s) to be addressed, to the other party. When requested, a committee meeting will be scheduled at a mutually acceptable time and place. The committee shall meet at least once per quarter, including summer session, but additional meetings may be scheduled by mutual agreement.

## ARTICLE 20: TERMS OF AGREEMENT

- 20.1 Application of University Policies. This Agreement supersedes specific provisions of University policy with which it conflicts. Absent such a conflict, faculty members will be subject to all University policies. Issues or concerns regarding misapplication of University policy may be raised by the UFE through the Union-Management Committee process described in Article 19. The University will provide the UFE with fourteen (14) calendar days' notice, and ample opportunity to bargain, prior to implementation of any proposed policy change that affects faculty wages, hours or working conditions during the term of this Agreement.
- 20.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and it supersedes any prior written or oral agreements between the Parties.
- 20.3 Obligation to Bargain Matters Not Covered by this Agreement. Except as provided in this Agreement or by applicable law, the University will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. 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 working conditions.
- 20.4 Headings. Headings and subheadings in this Agreement are included for ease of reference only. They do not provide full notice of the terms of any portion of this Agreement, and are not relevant to the interpretation of any provision of the Agreement.
- 20.5 Procedure for Ratification. Upon ratification by the UFE, the Agreement shall be submitted to the Board of Trustees for its approval. The Agreement shall take effect after ratification by the UFE and approval by the Board.
- 20.6 Savings Provision. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such court pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party, the University and UFE shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement of such provision.

## ARTICLE 21: FACULTY DISPUTE RESOLUTION

- 21.1 Faculty Review Board. Faculty disputes will be mediated by the Faculty Review Board (FRB). The faculty disputes that the FRB will mediate include: disputed workloads, disputed FAPs, denials of extension of probationary period, denials of tenure, and denials of promotion. Service on the FRB will constitute University service for the members' FAPs, workloads, and workplans.
- 21.2 Appellant. Faculty members who dispute and appeal their faculty workload, FAP, denials of extension of the probationary period, denials of tenure, or denials of promotion.
- 21.3 Composition of the FRB. The FRB shall consist of three (3) faculty members, including a chair, appointed by the UFE from the ranks of full professors; provided that no faculty member may sit on an FRB hearing a dispute arising out of the appellant's department/program. An FRB will be constituted for each academic year and members will normally serve for the entire academic year. The FRB appointments will be forwarded to the Chief Academic Officer by the first day of October each year and will include the three (3) faculty members, including a chair, as well as two alternates representing at least three (3) colleges and the Library. The Chief Academic Officer and the appellant have the right to request that the President of UFE reconsider an appointment. The request must be in writing and will specify the reasons for the request for reconsideration. The UFE president will make the final decision on questions of membership of the FRB for the academic year and for each case referred to the FRB process.
- 21.4 Panel Procedures for Disputed FAPs and Workloads.
- (a) Procedure.
- (i) In the event that a faculty member has a dispute over their FAP, workload, or workplan, the UFE shall notify the appropriate dean in writing within fourteen (14) calendar days of the date on which the dispute arose. The dean will convene a meeting with the faculty member, the UFE (if the faculty member wishes to have UFE representation at this meeting), and the faculty member's department chair/program director. The purpose of the meeting is to attempt to resolve the dispute over the faculty member's FAP, workload or workplan.
- (ii) If the meeting results in a mutually agreed resolution of the dispute, the faculty member's FAP, workload, or workplan will be revised consistent with the resolution. If the meeting does not result in a mutually agreed resolution, the appellant may request an FRB hearing within fourteen (14) calendar days of the conclusion of the meeting referred to in Subsection (i) above. The appellant must make a written request for an FRB hearing to

the UFE president and the Chief Academic Officer within fourteen (14) calendar days.

- (iii) The FRB will convene within fourteen (14) calendar days of the date of the referral to hear the dispute. The FRB shall provide a written recommendation regarding the dispute to the UFE president and the Chief Academic Officer within seven (7) calendar days of the hearing.
  - (iv) The Chief Academic Officer will review the FRB's recommendation and shall resolve the disputed FAP, workload, or workplan. The Chief Academic Officer shall notify the UFE president and the appellant in writing of their decision within seven (7) calendar days from the receipt of the FRB's recommendation. If the Chief Academic Officer chooses to reject the FRB's recommendation, the Chief Academic Officer shall include the reasons for doing so in the notification.
  - (v) The Chief Academic Officer's determination shall be final and binding for the entire disputed workload, workplan, or FAP, and may not be challenged through the Grievance Procedure in Article 12.
- (b) Pre-Hearing Submissions. At least three (3) calendar days prior to a hearing before the FRB, the appellant and the dean or their designee, shall submit to all members of the FRB a written statement not to exceed two (2) pages summarizing the dispute referencing relevant sections of documents such as FAPs, Department Policies and Procedures (DPPs), College Policies and Procedures (CPPs), etc. The chair of the FRB will provide the written statements of the appellant and the dean or their designee to the other party at the start of the hearing.
  - (c) Parties at the Hearing. The appellant may have UFE representation. The UFE representative cannot sit on the FRB. The UFE representative may not address the FRB directly, but may advise the appellant. The dean may designate another administrator, e.g., an associate dean, to be their designee, but cannot designate a faculty member, including a department chair or program director, to represent the dean at the FRB.
  - (d) Conduct of the Hearing. Within seven (7) calendar days from the date that panel is fully appointed the FRB shall convene. The hearing will consist of a presentation by the appellant, followed by the dean or their designee, followed by the opportunity for rebuttal by each side. The initial presentations shall be limited to twenty (20) minutes each; the rebuttals shall be limited to ten (10) minutes each. The FRB members may ask questions of either the appellant or the dean or their designee at any time during each presentation. The chair will serve as the timekeeper and restore the time by asking and answering questions so that each party will have the full twenty (20) minutes for the initial presentation and ten (10) minutes for rebuttal. Witnesses at the hearing are limited to the appellant,

their UFE representative, and the dean or their designee. The hearing and any deliberations of the FRB shall be closed and confidential.

## 21.5 Panel Procedures for Denial of Probationary Period Extension.

### (a) Procedure

- (i) Faculty whose applications for an extension of the probationary period are rejected by the dean, may appeal to the FRB within seven (7) calendar days of receiving such notice. The appellant must make a written request for an FRB to the UFE president and the Chief Academic Officer during that seven (7) day span.
  - (ii) The appellant member shall set forth with specificity the reasons for the request made to the dean for an extension of the probationary period.
  - (iii) The FRB will convene within fourteen (14) calendar days of the date of the referral to hear the request. The FRB shall provide a written recommendation regarding the denied probationary extension to the UFE president and the Chief Academic Officer within seven (7) days of the hearing.
  - (iv) The Chief Academic Officer will review the FRB's recommendation and shall resolve the denied extension of the probationary period. The Chief Academic Officer shall notify in writing the UFE president and the appellant within seven (7) days from the receipt of the FRB's recommendation. If the Chief Academic Officer chooses to reject the FRB's recommendation, they shall include their reasons for doing so in the notification.
  - (v) The Chief Academic Officer's determination shall be final and binding, and may not be challenged through the Grievance Procedure in Article 12.
- (b) Pre-Hearing Submissions. At least three (3) calendar days prior to a hearing before the FRB, the appellant shall submit to all members of the FRB a written statement not to exceed two (2) pages summarizing the dispute and explaining why they believe that the dean failed to provide adequate consideration. If the dean would like to submit any other documents they may. Any documents directly related to the dispute (e.g., paid professional leave proposal, etc.) that a party intends to present at the hearing must be submitted with the party's statement to be considered by the FRB. The chair of the FRB will provide the written statements of the appellant and the dean or their designee to the other party at the start of the hearing.
- (c) Parties at the Hearing. The appellant may have UFE representation. The UFE representative cannot sit on the FRB. The UFE representative may not address

the FRB directly, but may advise the appellant. The dean may designate another administrator, e.g., an associate dean, to be their designee, but cannot designate a faculty member, including a department chair or program director, to represent the dean at the FRB.

- (d) **Conduct of the Hearing.** Within seven (7) calendar days from the date that panel is fully appointed the FRB shall convene. The hearing will consist of a presentation by the appellant, followed by the dean or their designee, followed by the opportunity for rebuttal by each side. The initial presentations shall be limited to twenty (20) minutes each; the rebuttals shall be limited to ten (10) minutes each. The FRB members may ask questions of either the appellant or the dean or their designee at any time during each presentation. The chair will serve as the timekeeper and restore the time by asking and answering questions so that each party will have the full twenty (20) minutes for the initial presentation and ten (10) minutes for rebuttal. Witnesses at the hearing are limited to the appellant, their UFE representative, and the dean or their designee. The hearing and any deliberations of the FRB shall be closed and confidential.

#### 21.6 Panel Procedures for Denied Tenure and Promotion.

- (a) **Procedure**

- (i) **Step One.** In the event of a negative recommendation by the Chief Academic Officer regarding retention, tenure, or promotion, the appellant may file a request for reconsideration with the Chief Academic Officer. Such a request must be made in writing within seven (7) calendar days of the appellant receiving the negative recommendation. The appellant shall set forth with specificity, including all substantive and procedural basis for the reconsideration request. The Chief Academic Officer will render their own judgment on the matter within seven (7) calendar days.

In either case, no later than fourteen (14) calendar days following submission of the issue to the Chief Academic Officer they shall make their recommendation to the President and the Board of Trustees and shall inform the appellant of that recommendation in writing.

- (ii) **Step Two.** If, after reconsideration, the Chief Academic Officer's recommendation remains negative, the appellant may appeal the Chief Academic Officer's negative recommendation to the FRB. The appellant shall file the appeal in writing within seven (7) calendar days of receiving the Chief Academic Officer's reconsideration notification referenced in Subsection (i) of this Article. The function of the FRB shall be to determine whether the appropriate faculty body or administrative body gave adequate consideration to the appellant's candidacy in reaching its decision and, if the FRB determines they did not, to request



reconsideration by that body or administrator. The FRB may make recommendations to the Chief Academic Officer that a question of academic judgement be referred to the appropriate administrative or faculty level for review and reconsideration.

- (b) **Pre-Hearing Submissions.** At least three (3) calendar days prior to a hearing before the FRB, the appellant shall submit to the FRB a written statement not to exceed three (3) pages summarizing the substantive and procedural basis for reconsideration, and explaining why they believe their retention, tenure, or promotion should have been granted. Any documents directly related to the dispute (e.g., the promotion/retention application, FAP, etc.) that the appellant intends to present at the hearing must be submitted with their statement to be considered by the FRB.
- (c) **Parties at the Hearing.** The appellant may have UFE representation. The UFE representative cannot sit on the FRB. The UFE representative may not address the FRB directly, but can only advise the appellant. The University shall be represented at the hearing by the Chief Academic Officer or their designee.
- (d) **Conduct of the Hearing.** Within seven (7) calendar days from the date that the panel is fully appointed the FRB shall convene. The hearing will consist of a forty-five (45) minute presentation by the appellant, a period for questions and answers, and then a fifteen (15) minute summary by the appellant. Members of the FRB may also ask questions of the Chief Academic Officer or designee. The chair will serve as timekeeper and restore the time taken by asking and answering questions so the appellant will have the full forty-five (45) minutes for the initial presentation and fifteen (15) minutes for the summary. The appellant bears the burden of establishing that they have not been accorded adequate consideration. Witnesses at the hearing are limited to the appellant, their UFE representative, and the Chief Academic Officer or their designee. The deliberations of the FRB shall be closed and confidential. Within fourteen (14) calendar days of convening, the FRB shall complete its hearing and issue a written decision to the appellant and the Chief Academic Officer that:
  - (i) adequate consideration was given; or
  - (ii) adequate consideration was not given. In such instances the FRB should indicate with specificity the ways in which it believes that consideration may have been inadequate or recommend that question(s) of academic judgement be referred to an appropriate faculty or administrative level for reconsideration.
- (e) **Procedures Subsequent to FRB Review.** Within seven (7) calendar days of receipt of the FRB decision, the Chief Academic Officer shall make their recommendation to the President and/or Board of Trustees (for those decisions where the Board of Trustees' is the final decision maker) and shall inform the

appellant of that recommendation in writing. The decision of the President or the Board of Trustees on the matter will be final, and the appellant shall have no further right to reconsideration or appeal and cannot be challenged through the Grievance Procedure in Article 12.

- (f) **Claims of Discrimination.** If the appellant alleges unlawful discrimination relating to retention, tenure, or promotion, the faculty member shall file a formal written complaint with the Director of the Office of Equal Opportunity, Affirmative Action, and ADA Compliance. The University shall investigate the complaint pursuant to its Discrimination Complaint Procedure. Complaints of unlawful discrimination shall not be the subject of a request reconsideration or appeal to the FRB. Requests for reconsideration and appeals to the FRB shall be held in abeyance until the conclusion of the Discrimination Complaint Procedure.

## ARTICLE 22: ONLINE & HYBRID EDUCATION

22.1 Definition. Online education is a medium of delivery of courses in which all instruction and assessment are carried out using online, Internet-based technology. Hybrid education combines online and face-to-face delivery.

22.1.1 EWU Faculty who instruct online or hybrid courses are part of the faculty bargaining unit and thus are covered by this CBA. Instructors of record for online and hybrid courses do the work of teaching, including writing and delivering lectures, leading discussions, providing feedback to students and assessing (grading) student work.

22.2 Online Program Requests. In order for the University to be competitive in the current marketplace and attract and retain students, it must keep up with agile online competitors. Recommendations for online courses and programs will be submitted by home departments of existing on-the-ground programs or by closely related departments if there is no assigned home department. If no home department is assigned, departments and faculty with relevant expertise will be given right of first refusal to offer courses or programs. Should no department or faculty be interested or available, the university will seek qualified adjunct faculty to develop and teach the course.

22.3 Academic Approval. New online programs and new course proposals and course and program edits must be approved through Curricular Change Approval Process to provide comprehensive review of curriculum to assure it meets the University's standards for quality, rigor, and assessment. Faculty shall work with Instructional Technology to ensure the courses are accessible, consistent with applicable law and to ensure that all online courses function properly within the University learning management systems.

22.4 Workload.

22.4.1 Online courses shall be included as part of either the faculty member's regular workload or as part-time or overload (PTOL). Faculty may be permitted to teach both online and face-to-face courses during the same academic term or session.

22.4.2 Enrollment for online and hybrid courses. Enrollment for online and hybrid courses should conform to the Mode of Instruction guidelines of the specific course. See Appendix D, Modes of Instruction. Academic departments may recommend lower caps for their online courses to the college dean based on best practices articulated in peer-reviewed, current, scholarly literature, who will forward this recommendation and the dean's own recommendation to the Chief Academic Officer for final approval.

22.5 Summer Session Online and Hybrid Instruction. For full-time faculty members, online and hybrid courses taught during summer session will be compensated in the same manner as face-to-face courses. Face-to-face, online, and hybrid courses (regardless of

section number) are compensated as in load courses if total credits taught during summer session are equal to or less than 10 credits. Online and hybrid courses taught during summer session will be compensated as overload if these course credits are in excess of the standard summer load of 10 credits.

22.6 Faculty Ownership of Online and Hybrid Intellectual Property (cross referenced in Article 17, Intellectual Property).

22.6.1 Faculty have exclusive rights to and own all their copyrightable material, including online and hybrid courses.

22.6.2 The use of online course material developed by the faculty during their employment at EWU must be in compliance with the Washington State Ethics Law, Chapter 42.52 RCW and University Policy 901-01, Ethical Standards and University Policy 901-02, Appropriate use of University Resources.

22.7 Work for Hire. Work-for-hire contracts related to online courses will be clear and transparent documents that inform faculty that

- (i) “work for hire” is not part of their normal duties,
- (ii) EWU owns their work if contracted as a “work for hire” and
- (iii) EWU may share “work-for-hire” materials with other instructors.

22.8 Working Conditions.

22.8.1 Training and course development support for any online delivery will be provided by the University through the Faculty Commons and Instructional Technology.

22.8.2 Student and Peer Evaluation. Student evaluations and peer observations of online and hybrid courses will be comparable to evaluations and observation of face-to-face courses and will be described in the student evaluation/classroom observation sections of Article 5.4.3(d) of this Agreement.

22.8.3 Office Hours. Faculty teaching online and hybrid courses will notify students of their hours of availability and modes/times of communication on the first day of class without exception. Faculty will set a schedule of student availability roughly equivalent to their availability for face-to-face courses and will communicate that schedule to students in their initial communication with students. Faculty will adapt their availability to match due dates and times. Faculty are advised to message students in similar ways to that of face-to-face classrooms (i.e. communicating answers to common questions to the whole class at once) to mimic face-to-face classroom efficiencies.

## **ARTICLE 23: DURATION**


23.1 This Agreement shall take effect September 1, 2022, and shall remain in effect until August 31, 2025.

Signed the 23rd day of June, 2022.

**FOR UNITED FACULTY OF  
EASTERN WASHINGTON  
UNIVERSITY**



Dr. Michael Conlin, President  
United Faculty of Eastern



Dr. Richard Orndorff, VP Bargaining  
United Faculty of Eastern

Gary McNeil  
WEA Representative

**UFE Bargaining Team Members:**

Dr. Kristin Edquist

Dr. Hayley Lake

Dr. Jim Headley

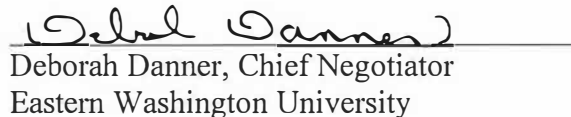
**FOR EASTERN WASHINGTON  
UNIVERSITY**



Kim Pearman, Chair, Board of Trustees  
Eastern Washington University



Dr. David May, Interim President  
Eastern Washington University



Deborah Danner, Chief Negotiator  
Eastern Washington University



Dr. Jonathan Anderson, Provost  
Eastern Washington University

**EWU Bargaining Team Members:**

Dr. Brian Donahue

Spenser Ross

## APPENDIX A

### 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 rules 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?”

## APPENDIX B

### Statement of Academic Freedom and Tenure, 1940 Statement of Principles

The following Statement of Academic Freedom and Tenure has been adopted as a basic guideline for University policies by action of the Board of Trustees. It applies to all faculty members. References to teachers and teaching in this Statement should be read to include librarians and librarianship. In the event of any inconsistencies between the Statement and the terms of this Agreement, the Agreement shall prevail.

- 1. Purpose.** The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement on procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends on the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.
- 2. Tenure.** Tenure is a means to certain ends; specifically:
  - (a) Freedom of teaching and research and of extra mural activities and
  - (b) A sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security; hence, tenure; are indispensable to the success of an institution in fulfilling its obligations to its students and to society.
- 3. Academic Freedom.**
  - (a) The teacher is entitled to full freedom in research and in the publication of his/her other academic duties, but research for pecuniary return should be based on an understanding with the authorities of the institution.
  - (b) The teacher is entitled to freedom in the classroom in discussing the subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
  - (c) The college or University teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an education officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should be at all times accurate, should exercise appropriate restraint, should show respect for the opinions of others



and should make every effort to indicate that he/she is not an institutional spokesperson.

#### **4. Academic Tenure.**

- (a) The 1940 Statement on Academic Freedom and Tenure has been adopted as a guideline for faculty policies and procedures at the University. As such, its general intent shall be followed in defining rights, duties and obligations of faculty members except that; beginning with the faculty appointed after March 1, 1974; only full-time service at Eastern Washington University will be counted in determining years of probationary service for tenure consideration.
- (b) After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.
- (c) In the interpretation of this principle it is understood that the following represents acceptable academic practice:
  - (i) The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.
  - (ii) Beginning with appointment to the rank of Assistant Professor or a higher rank, the probationary period should not exceed seven (7) years, including within this period full-time service in all institutions of higher education but subject to the provision that when, after a term of probationary service of more than three (3) years in one or more institutions, a teacher is called to another institution it may be agreed in writing that his/her new appointment is for a probationary period of not more than four (4) years even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven (7) years. Notice should be given at least one (1) year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period.
  - (iii) During the probationary period a teacher should have the academic freedom that all other members of the faculty have.
  - (iv) Termination for cause of a continuous appointment or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges against him/her and should have the opportunity to be heard in his/her own defense by all bodies that pass judgment on the case. He/she should be permitted to have with him/her an advisor or his/her own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence, the testimony

- should include that of teachers and other scholars, either from his/her own or other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.
- (v) Termination of a continuous appointment because of severe financial crisis should be demonstrably bona fide.

## **5. Interpretations.**

- (a) At the conference of representatives of the American Association of University Professors and of the Association of American Colleges on November 7-8, 1940, the following interpretations of the 1940 Statement of Principles on Academic Freedom and Tenure were agreed on:
  - (i) That its operation should not be retroactive.
  - (ii) That all tenure claims of teachers appointed prior to the endorsement should be determined in accordance with the principles set forth in the 1925 Conference Statement on Academic Freedom and Tenure.
  - (iii) If the administration of a college or university feels that a teacher has not observed the admonitions of subdivision (c) of Subsection (3) and believes that the extra mural utterances of the teacher have been such as to raise grave doubts concerning his/her fitness for his/her position, it may proceed to file charges under Subdivision (d) of Subsection (4). In pressing such charges, the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility, and the United Faculty of Eastern is free to make an investigation.

## **APPENDIX C**

### **Statement of Professional Ethics as adopted by the AAUP June 1987**

- A. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and in proving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
- B. As teachers, professors encourage the free pursuit of learning in their students. They hold before them that best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.
- C. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.
- D. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe that stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decisions upon the program of the institution and give due notice of the intentions.
- E. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon academic freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

## APPENDIX D

### Agreement Regarding Modes of Instruction

#### A. Introduction

Recognizing that the aim of the college/school is to strike a balance between meeting student enrollment pressures, the pedagogy of respective disciplines, and budget constraints, each academic unit and department has the responsibility of allocating its resources in a prudent manner. Each course within a department should be categorized by mode, level, and class size. This policy should be approved by the unit dean. Written justification outlining mitigating factors for exceptions to the ranges for the modes of instruction described below, including accreditation considerations and historical records of enrollments for the course, must be provided by the department chair after negotiation with the affected faculty member/s, and approved by the unit dean.

The following lower and upper ranges discussed are fundamentally intended as guidelines for generalized administration responses to program plans on a departmental and interdepartmental basis. It is clear that strict adherence to these guidelines will not provide a suitable practical basis for decisions to reconcile cost efficiency and intellectual needs of either students attending EWU or citizens residing in the surrounding region.

#### B. Modes of Instruction

1)	<b>Mode:</b>	<b>LECTURE</b>		
	<b>SIS Activity Code:</b>	<b>LEC</b>		
	<b>Class Size Range:</b>	<b>100 – 200 Level</b>	<b>300 – 400 Level</b>	<b>Graduate Level</b>
		<b>[ 20 to 140 ]</b>	<b>[ 15 – 80 ]</b>	<b>[ 10 – 60 ]</b>

##### **General Description:**

This is the traditional instructional mode of university courses. In this mode, the instructor directly presents information to a group of students. This mode of instruction involves the standard “lecture format” of traditional university courses in which the instructor is primarily a provider of information, and students are recipients of that information, although there may be some limited dialogue between students and instructor.

2)	<b>Mode:</b>	<b>LECTURE WITH LAB</b>		
	<b>SIS Activity Code:</b>	<b>LEL</b>		
	<b>Class Size Range:</b>	<b>100 – 200 Level</b>	<b>300 – 400 Level</b>	<b>Graduate Level</b>
		<b>[ 20 to 80 ]</b>	<b>[ 15 to 60 ]</b>	<b>[ 10 to 40 ]</b>

##### **General Description:**

This mode of instruction is similar to the lecture mode in that the instructor directly presents information to a group of students, although there may be some dialogue between students and instructor. Additionally, professors supplement lectures with some laboratory work as a minor part of the course with possible collaboration among students.

- 3)     **Mode:**                    **LECTURE WITH PRACTICE OR DISCUSSION**  
        **SIS Activity Code:** **LPD**  
        **Class Size Range:**   **100 – 200 Level**       **300 – 400 Level**       **Graduate Level**  
                                       **[ 20 to 80 ]**               **[ 15 to 60 ]**               **[ 10 to 40 ]**

**General Description:**

This mode of instruction is similar to the lecture mode in that the instructor directly delivers information to a group of students. Additionally, instructors incorporate a substantial amount of student practice of lecture material and/or class discussion of lecture material into the classroom experience that may include small group work.

- 4)     **Mode:**                    **SEMINAR AND DIALOGUE**  
        **SIS Activity Code:** **SEM**  
        **Class Size Range:**   **100 – 200 Level**       **300 – 400 Level**       **Graduate Level**  
                                       **[ 15 to 30 ]**               **[ 10 to 25 ]**               **[ 10 to 25 ]**

**General Description:**

This mode of instruction has a format similar to the lecture mode in that the instructor and the students engage in the direct exchange of information. However, the typical seminar/discussion course is less formal in structure, and may require the students themselves to present, orally and/or in written form, new information to one another and to the professor. In general, this mode of instruction is more interactive between the instructor and the students, and among the students, than the lecture mode, and involves the analysis and synthesis of information gathered through other modes of instruction.

- 5)     **Mode:**                    **LABORATORY**  
        **SIS Activity Code:** **LAB**  
        **Class Size Range:**   **100 – 200 Level**       **300 – 400 Level**       **Graduate Level**  
                                       **[ 10 to 40 ]**               **[ 10 to 40 ]**               **[ 10 to 40 ]**

**General Description:**

This mode of instruction requires students to practice and explore principles, theories, and methods in a controlled laboratory environment. The instructor assists students in using instrumentation specific to a discipline and helps students acquire applied skills. Students receive less direction from the instructor and have more independence in this mode than in the “lecture with laboratory” mode.

- 6)     **Mode:**                    **PERFORMANCE AND SIMULATION**  
        **SIS Activity Code:** **PAS**  
        **Class Size Range:**   **100 – 200 Level**       **300 – 400 Level**       **Graduate Level**  
                                       **[ 10 to 30 ]**               **[ 10 to 30 ]**               **[ 10 to 30 ]**

**General Description:**

This mode of instruction requires students to practice principles, skills, theories, and methods in a simulated environment other than a laboratory. The instructor assists students performing or

simulating tasks specific to a discipline, and helps students acquire applied skills. Students receive moderate direction from the instructor and have considerable independence in this mode.

- 7)     **Mode:**                   **FIELD APPLICATION**  
       **SIS Activity Code:** **FIE**  
       **Class Size Range:**   **100 – 200 Level**       **300 – 400 Level**       **Graduate Level**  
                                  **[ 10 to 30 ]**           **[ 10 to 30 ]**           **[ 10 to 30 ]**

**General Description:**

This mode of instruction typically involves study in an applied setting distinct from the traditional classroom setting and university environment, and can include intensive experiences in outdoor settings. Students apply theories, principles, methods, and skills of practice acquired through other modes of instruction to an applied or natural setting where professionals, in the student's field of study, are typically engaged.

- 8)     **Mode:**                   **INDEPENDENT STUDY**  
       **SIS Activity Code:** **IND**  
       **Class Size Range:**   **Usually limited to one (1) enrolled student**

**General Description:**

In this mode of instruction, an instructor and student meet independently and set goals for the student to reach by the end of the academic term. This mode may include a research project or research literature reports developed by a student under the supervision of an instructor. Faculty credit=0.2 x CR.

- 9)     **Mode:**                   **THESIS OR RESEARCH PROJECT**  
       **SIS Activity Code:** **THE**  
       **Class Size Range:**   **Usually limited to one (1) enrolled student**

**General Description:**

This mode of instruction represents a summative assessment of the student's academic competence in his or her field of study. It is distinguished from the summative experience of the field study that focuses mainly on the student's professional application of skills, knowledge, and techniques in the applied or natural setting. The thesis or research project typically involves the preparation and defense of a research document. Faculty credit=0.2 x CR.

C.     Exceptions

Exceptions to the class size guidelines for any mode must be approved by the appropriate unit dean. Such exceptions include, but are not limited to, the following.

- (1)    Exceptions to Upper Class Range:
- (a)    Unanticipated over-enrollments which cannot be resolved by adding sections when failure to over-enroll would represent a substantial hardship to students.

- (b) When large lecture sections break down into smaller laboratory or recitation sections for at least 20% of the students' classroom contact.
- (c) When tutoring assistance is specifically arranged for the enrollments involved.
- (d) When unanticipated faculty reductions due to illness, death and so on, create a temporary necessity for large sections which cannot be avoided by other means.
- (e) When classroom space availability is limited and large sections cannot be avoided by other means. This can happen through temporary activities such as building remodeling, or for unanticipated reasons such as structural damage resulting from fire, flood, earthquake or windstorm.
- (f) When circumstances determine that full use of a large technology-enhanced lecture hall is needed (e.g., JFK library – 189 capacity, Showalter Hall Room 109 – 300 capacity, Martin Hall, Room 158 – 248 capacity).

(2) Exceptions to Lower Class Size Range:

- (a) When due to cross-listings where two (2) or more courses are actually taught as one and are credited to the instructor as one course or some other arrangement, such as “stacking” where an instructor teaches multiple levels at the same time.
- (b) Whenever a small laboratory or performance and simulation section of a larger section cannot be eliminated by shifting students to unfilled larger sections, and when such laboratory or recitations section represents 50% or less of the credit value of the class.
- (c) When a new course is offered for the first or second time.
- (d) When a low enrollment course is a specific graduation requirement, necessary for degree progress, or when elimination of the course would unduly delay expected graduation.
- (e) When a course is required to ensure student completion of a program due to discontinued or “banked” programs, or due to conflicting mandates (e.g., an expectation for dual site offerings).
- (f) When the assigned faculty limits accommodation of the range guideline.

- (3) It should be understood that some deviations from class size guidelines are not predictable before students enroll and that a decision to proceed despite the standard guidelines is often the best response to the implicit obligation of the college to its students. It is the responsibility of the unit dean, in cooperation with the department chair, to investigate such cases and, if advisable, to attempt to prevent their future occurrence.

D. Requirement of Administrative Discretion/Responsibility of Unit Dean and Department Chair

- (1) When sections of a certain group of courses satisfying general educational requirements have low enrollments, the whole class of offering should be reviewed and a scheme for reducing the number of sections should be devised. When courses essential for progress in a major field of study have low enrollments, the dean and department chair should verify that sufficient

alternative courses are offered for normal progress and that surplus offerings are scrupulously avoided. When section enrollments tend to press upper class size range, the number of sections should be increased.

- (2) The unit dean, in cooperation with the appropriate department chair, remains responsible for making decisions which reconcile the divergent demands of quality standards, student needs, and cost efficiency.
- (3) The major and minor programs which are essential to the integrity of a liberal arts institution must not be subject to cancellation or suspension due to low enrollments. In addition to assuring major and minor programs, the application standards for minimum class sizes should be sufficiently lenient to encourage variety in the offerings which satisfy general educational requirements, to permit departments to offer courses which are needed to complement the major programs of students in other departments, and to enable innovations and experimentation.

*Note:* It is recommended that on-line templates be developed for use when requesting an exception due to the class size ranges identified above for any given course.

- E. UFE and EWU mutually agree that the Modes of Instruction Appendix is out-of-date and does not reflect all current and anticipated modalities including, but not limited to, clinical and studio instruction. UFE and EWU recognize this is a complex issue and want to provide it appropriate consideration and review. UFE and EWU agree that this Appendix and its MOI descriptions and enrollment recommendations relative to face-to-face, online and hybrid courses at EWU will be further discussed and negotiated in Joint Labor Management with a goal to reach a mutually agreed upon revision no later than February 28, 2023.



## **APPENDIX E**

### **Definitions**

The following terms are defined and/or explained in the Agreement in the Article or Section described:

*Adjunct Faculty* – Defined in Section 4.7.

*Assistant Professor* – Defined in Section 4.1.

*Associate Professor* – Defined in Section 4.2.

*Clinical Faculty* – Defined in Section 4.6.2.

*Department Chairs* – Defined in Section 10.1.1.

*Directors of Schools* – Defined in Section 10.1.1.

*Faculty Activity Plan (“FAP”)* – Described in Section 7.4.

*Faculty in Residence* – Defined in Section 4.6.3.

*Full Professor* – Defined in Section 4.3.

*Grievance* – Defined in Section 12.2.

*Lecturer/Library Faculty* – Defined in Section 4.6.1.

*Overload Teaching* – Defined in Section 7.8.6.

*Adjunct Faculty* – Defined in Section 4.7.

*Reduction in Force* (including the concepts of “layoff,” “recall” and “seniority”) – Described in Article 15.

*Senior Lecturer* – Defined in Section 4.6.2.

*Tenure* – The tenure process is described in Article 5; the concept of tenure is also described in Appendix B.

*Tenure-Track/Probationary Faculty* – Described in Section 4.1.

## **APPENDIX F**

### **Disciplinary Procedures for Title IX of the Education Amendments Act of 1972**

#### **Recitals**

As an institution of higher education that benefits from federal funding, the University is obligated to comply with Title IX of the Education Amendments Act of 1972. Effective August 14, 2020, and following the unsuccessful lawsuits filed by various state Attorneys General to enjoin the new regulations, the U.S. Department of Education (DOE) adopted new final regulations that materially changed how claims of sexual misconduct and interpersonal violence under Title IX are processed. See 34 C.F.R. 106. As required by Title IX, the University has changed its policies and procedures to comply with the new regulations relating to processing, investigating, and adjudicating sexual misconduct and interpersonal violence allegations.

The new DOE regulations include detailed provisions applicable to the filing of complaints alleging sexual misconduct and/or interpersonal violence actionable under Title IX, the investigation of those complaints, the procedure for making disciplinary decisions based on a Title IX complaint, and the process for the appeal of any such discipline. In a situation where a faculty member is accused of sexual misconduct and/or interpersonal violence in a manner actionable under Title IX, the new regulations require the University to follow processes that conflict with certain provisions of the Agreement. Because the University is obligated to adhere to the regulatory requirements in such circumstances, the parties have adopted this Appendix to address the preemptive effect of the regulations where they conflict with the Agreement.

#### **Agreement**

Now, therefore, the parties agree as follows:

1. Article 14 of the Agreement, Discipline, is amended to include the following provisions:

- 14.5 Disciplinary Procedures – Title IX of the Education Amendments Act of 1972 (“Title IX”)

- 14.5.1 Pursuant to Title IX, institutions of higher education are required to develop policies and procedures to prevent and respond to sexual misconduct and interpersonal violence, to train employees and students in their rights and responsibilities under Title IX, and to properly access, investigate, and adjudicate sexual misconduct and interpersonal violence allegations. The Employer’s policies and procedures incorporate specific requirements of the federal law and regulations governing processing of complaints, conducting investigations and adjudications, imposing disciplinary sanctions, and resolving appeals. Where provisions of this Agreement relating to discipline and appeals of discipline and appeals of discipline decisions such as Article 14.4 Pre-Disciplinary Procedure and Article 12 Grievance Procedure, conflict

with the policies and procedures adopted by the University to comply with federal laws and regulations, the University policies and procedures preempt the conflicting provisions of this Agreement. *See* EWU Policies 402-05 Title IX Investigations and Hearings and EWU Policy 402-01 Sexual Misconduct, Interpersonal Violence & Title IX Responsibilities.

- 14.5.2 Articles 14.1 Just Cause and 14.2 Progressive Discipline shall apply to disciplinary determinations made in the Title IX proceeding contemplated by the policies and procedures referenced in Article 14.5.1 above. Specifically, the Decision Maker(s) at a Title IX hearing will consider the employee's disciplinary record as well as the principles of just cause before determining the appropriate discipline, if any. Likewise, the failure to appropriately apply Articles 14.1 and 14.2 in making a disciplinary determination shall be permissible bases for an appeal of the determination by the Decision Maker(s).
- 14.5.3 Claims of sexual misconduct where the conduct does not meet the definition of sexual misconduct and/or interpersonal violence under Title IX can still be investigated by the University under other applicable state or federal law or the University's internal policies/procedures.
- 14.5.4 Disciplinary decisions reached through the University's Title IX policies described in Article 14.5.1 above must be appealed pursuant to those policies, and may not be challenged through the grievance or complaint procedures set forth in Article 12 Grievance Procedure of the Agreement.

In the event that any changes are made to the regulations regarding the Title IX of the Education Amendments Act of 1972 that repeal, revise, diminish, or invalidate any provision herein, the parties agree to renegotiate these provisions, pursuant to Article 20.6 of the Agreement.