

# **Collective Bargaining Agreement**

**with**

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

**and**

**Eastern Oregon University  
La Grande, Oregon**

For the Period ending June 30, 2022

## TABLE OF CONTENTS

	Page
Preamble	1
Article 1: Recognition	1
Article 2: Definitions	1
Article 3: Types of Faculty Appointments	4
Article 4: Evaluations, Review and Promotion of Faculty	14
Article 5: Professional and Educational Development	14
Article 6: Rights and Responsibilities of Faculty	22
Article 7: General Employment Conditions	24
Article 8: Union Rights	25
Article 9: Management Rights of the University	28
Article 10: Layoff and Reduction in Force	28
Article 11: Salary	35
Article 12: Teaching Assignment/ Faculty Load	38
Article 13: Summer Session	41
Article 14: Health and Welfare	41
Article 15: Retirement	42
Article 16: Leave of Absence	45
Article 17: Personnel Files	47
Article 18: Progressive Sanctions	47
Article 19: Grievances	51
Article 20: Arbitration	54
Article 21: Notices	57
Article 22: No Strike/No Lockout	57
Article 23: Total Agreement and Severability	58
Article 24: Negotiation of Successor Agreement	58
Article 28: Duration of Agreement	59
Appendix A: Salary Matrices	60
Appendix B: Comparable Universities	63
Grievance Form	64
Grievance Review Form	65
Notice of Intent to Arbitrate Form	66
Memorandum of Agreement: Instruction materials	67

## **PREAMBLE**

This collective bargaining agreement, ratified by both parties, is between Eastern Oregon University (the University or EOU), an Oregon public university, and the Associated Academic Professionals, American Federation of Teachers Local 6200, AFL-CIO (the Union or AAP).

## **ARTICLE 1: RECOGNITION**

Eastern Oregon University recognizes the Associated Academic Professionals as the sole and exclusive bargaining representative for the following employees included in the bargaining unit:

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

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

## **ARTICLE 2: DEFINITIONS**

1. “AAA” means American Arbitration Association.
2. “Academic Judgment” means the judgment by faculty and administrators concerning academic standards, competence and performance as these relate to appointment, reappointment, promotion, tenure, or merit salary increases; and concerning curricula and educational policy.
3. “AAP” or “Union” means Associated Academic Professionals, American Federation of Teachers (AFT) Local 6200, AFL-CIO.
4. “Bargaining Unit Member” means all regular full-time and part-time employees of Eastern Oregon University working as library and teaching faculty holding ranks including Professor, Associate Professor, Assistant Professor, Senior Instructor, Senior Instructor II, and Instructor, and excluding those employees represented in another bargaining unit, those who teach as online adjuncts, supervisors as defined by PECBA, and casual employees.

5. “Casual Employee” means an on-site employee with an appointment of less than .50 FTE. Casual employees carry no rank and are characterized by their temporary nature. Casual employees are hired by the Dean after consultation with the program chair and with the approval of the Provost.
6. “College” means an Academic unit within the University, e.g., the College of Business, the College of Education, the College of Arts, Humanities and Social Sciences. The library is also an Academic unit for the purposes of this agreement.
7. “Days” means, unless otherwise specified, academic workdays in accordance with the official academic calendar of the University, excluding holidays and weekends. Summer Session days shall not be counted as days for those members not being employed during Summer Session. This definition of “days” applies, unless otherwise specified in this Agreement, or mandated otherwise by federal or state statute or regulatory requirement.
8. “Deans” and/or “Deans and Director” means the Dean of the College of Arts, Humanities, and Social Sciences, Dean of the College of Business, Dean of the College of Education, Dean of the College of Science, Technology, Mathematics, and Health Sciences and the Director of the Library.
9. “Employee” means any person covered by the terms and conditions of this agreement as defined in Article 1: Recognition.
10. “Eastern Oregon University” means EOU, Eastern or University.
11. “ERB” means the Employment Relations Board of the State of Oregon.
12. “Faculty” or “Faculty Member” means all regular full-time and part-time employees of Eastern Oregon University working as library and teaching faculty holding ranks including Professor, Associate Professor, Assistant Professor, Senior Instructor, Senior Instructor II, and Instructor, and excluding those employees represented in another bargaining unit, those who teach as online adjuncts, supervisors as defined by PECBA, and casual employees. These employees are members of the bargaining unit, and may be referred to as “bargaining unit members”.
13. “Fixed-term faculty” means an employee who teaches at least one course on-campus or is an on-site employee with an appointment of .50 FTE or greater. Fixed-term faculty neither hold tenure nor are on tenure-track.
14. “FTE” means full-time equivalent.

15. “FTE Calculation” means the number of load hours per full time equivalent.
16. “Member” means a public employee who is included in the bargaining unit.
17. “Online adjunct” means a person who teaches a course or courses exclusively online in an academic year and who does not hold rank.
18. “PEBB” means Public Employees Benefit Board.
19. “PECBA” means Public Employees Collective Bargaining Act.
20. “PERS” means Public Employees Retirement System, and its successors under State law.
21. “President” means the President of Eastern Oregon University.
22. “Program” is an academic course of study approved by Oregon’s Higher Education Coordinating Commission or previously by the Oregon University System. Programs are categorized into particular majors which often have associated minors or concentrations. Vestiges of formerly approved programs may exist in the form of a stand-alone minor, which would be considered a program in and of itself.
23. Pronoun usage is gender neutral.
24. “Salary Rate” means the rate of pay computed by multiplying the employee’s base salary by their Full Time Equivalent (FTE).
25. “Summer Session” means the time that occurs between the end of the Spring term and the start of the Fall term.
26. “Unit” or “bargaining unit” means the employees, collectively, certified for purposes of collective bargaining by the Oregon Employment Relations Board, February 24, 2003.

## ARTICLE 3: TYPES OF FACULTY APPOINTMENTS

### Introduction

The University employs two basic types of faculty members, one with annual tenure and indefinite tenure status, and the other with fixed-term status.

Annual tenure and indefinite tenure faculty, in addition to teaching and/or librarianship, have long-term responsibility to the University and its students to engage in scholarship, serve the campus community, and offer outreach to the community beyond the campus. Fixed-term faculty have a primary responsibility to teach and/or perform librarianship. At the request of the College Dean or Library Director, fixed-term faculty may be called upon in rare cases for academic service and/or outreach as part of their load.

**Section A. Fixed-Term Faculty.** Fixed-term faculty members are appointed at a rank of Instructor, Senior Instructor I, or Senior Instructor II (Faculty members who hold the rank of fixed-term Assistant Professor on or before July 1, 2014, shall remain in that rank.) Reasonable assurance for fixed term faculty for the upcoming academic year will occur the last day of Winter quarter each year.

- 1. Fixed-term Faculty Load:** The duties of a fixed-term instructional faculty member, whether in a full-time or a part-time assignment, consist largely of instruction unless otherwise specified in the Notice of Appointment following the guidelines of load below.
  - a. Instructors/Senior Instructor I:** A full-time teaching assignment (1.0 FTE) from which no service or outreach is expected shall consist of 45 load hours. Instructional load for part-time assignments will be calculated using a 15 load hours per term or 45 load hours per year, depending on the duration of the appointment.
  - b. Senior Instructor II\*:** A full-time assignment (1.0 FTE) shall consist of 45 load hours. The fixed-term Senior Instructor II rank will have two load options. If the needs of the program are such that no service, outreach, and/or scholarship are required for the position, the load assignment will consist of 45 instructional hours. If the needs of the program are such that service, outreach, and/or scholarship are required for the position, the load assignment will consist of 36 instructional hours and 9 hours assigned as scholarship, service, and outreach, or some combination thereof. Faculty holding rank of Senior Instructor II will receive compensation according to the Assistant Professor salary matrix.

**2. Library Fixed-term Faculty Load:** The duties of a fixed-term library faculty member, whether in a full-time or a part-time assignment, consist largely of librarianship, with the specifics outlined in the position description. Library faculty do not typically have instructional load as part of librarianship, unless stated in the position description.

- a. Instructors/Senior Instructor I:** A full-time librarianship assignment (1.0 FTE) from which no service or outreach is expected shall consist of 45 load hours. Load for part-time assignments will be calculated using a 15 load hours per term or 45 load hours per year, depending on the duration of the appointment.
- b. Senior Instructor II\*:** A full-time assignment (1.0 FTE) shall consist of 45 load hours. The fixed-term Senior Instructor II rank will have two load options. If the needs of the program are such that no service, outreach, and/or scholarship are required for the position, the load assignment will consist of 45 librarianship hours. If the needs of the program are such that service, outreach, and/or scholarship are required for the position, the load assignment will consist of 36 librarianship hours and 9 hours assigned as scholarship, service, and outreach, or some combination thereof. Faculty holding rank of Senior Instructor II will receive compensation according to the Assistant Professor salary matrix.

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

### **3. Qualifications**

#### **a. Instructional Fixed-term Faculty:**

- i. Initial appointment at the rank of Instructor normally requires:
  - 1. A master's degree or equivalent experience/expertise in the intended area of teaching.

2. A demonstrated desire to work with students and colleagues and a willingness to develop exemplary teaching skills.
- ii. Initial appointment at the rank of Senior Instructor I requires:
    1. A master's degree and substantial evidence of appropriate scholarship, research, or expertise in the subject field directly related to the teaching assignment.
    2. Five years of full-time teaching experience within the subject area of the intended teaching assignment.
  - iii. Initial appointment at the rank of Senior Instructor II requires:
    1. The position has been advertised at the rank with the instructional and service load requirements announced.
    2. The applicant must have a minimum qualification of a Master's Degree or equivalent. An equivalency may be considered for professional fields where specific experience and additional education may justify the rank. In each case where an equivalency is recommended, Deans will file a rationale with the Provost's Office.
    3. Fixed-term Senior Instructor II faculty members will be evaluated each year according to criteria in the Retention, Tenure, Promotion Handbook. After a third successful annual evaluation, evaluations will occur every third year correlated with required evaluation of the position based on program needs.

**b. Library Fixed-term Faculty:**

- i. Fixed-term library faculty member rank is based on years of experience, at the discretion of the Library Director. Initial appointment at the rank of Instructor, Senior Instructor I or Senior Instructor II normally requires:
  1. A master's degree in Library & Information Studies from an ALA accredited program.



2. Evidence of and continuing potential for professional performance of assigned responsibilities either through academic or professional experience.

4. **Conditions of Appointments.** Once a fixed-term faculty member is appointed at rank or promoted, that rank shall not be reduced.

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

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

- a. **Appointments for one year or less.** Such appointments specify the beginning and ending date of the employment period in the Notice of Appointment. Beyond the ending date of this period, there is no commitment for continued employment and timely notice is not required. Fixed-term appointments for one year or less may be renewed subject to such factors as merit evaluation, program needs and availability of funds. Those individuals on fixed-term appointments are not eligible for indefinite tenure but may be considered for tenure-related positions when vacancies occur.
- b. **Appointments for two or more years.** Multiple year appointments will be made by the hiring manager in the instructional area and will be specified in the Notice of Appointment. Those individuals on multiple year appointments are not eligible for indefinite tenure but may be considered for tenure-related positions when vacancies occur.

5. **Promotion.** Promotion of Instructor or Senior Instructor I to Senior Instructor II will follow the Retention, Tenure, Promotion Handbook.

6. **Fixed-Term Appointment Process.** Fixed-term faculty members may be appointed on an academic year basis, a 12-month basis, or on some other basis arranged in individual cases. Those members on an academic year basis are subject to service from September 16 through June 15 of the next calendar year, or such equivalent period of service within the fiscal year as best serves the particular

assignment involved. Summer Session appointments are for varying lengths of time and are considered to be additional appointments. Appointment of an individual on a 12-month basis makes one liable for duty through the fiscal year. All regular faculty members receive formal notifications each year of the conditions and terms of employment for the ensuing year. Such notification is issued by the University. Such formal notification is given also to part-time faculty members.

- 7. Job Security.** Fixed term faculty have the right to just cause during the term of their appointment.

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

All Fixed-term faculty members with an FTE appointment of .5 or greater with load scheduled in each of three terms will receive a 9-month Notice of Appointment. The University will discuss with the Union any contracts less than 9-months.

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

**Section B. Annual Tenure and Indefinite Tenure Appointments.** Tenured and tenure track faculty are appointed at a rank of Assistant Professor, Associate Professor or Professor.

**1. Qualifications.**

**a. Instructional Faculty.**

- i. Assistant Professor.** The following criteria are normally required of those faculty who would be appointed at the rank of Assistant Professor.

1. Earned the appropriate terminal degree from an accredited university, or have a Master's Degree or equivalent and five (5) years of appropriate experience.
2. Academic accomplishments relating to the position.

3. Demonstrated interest and desire to work with students and colleagues.
4. Evidence of potential for scholarly achievement.

**ii. Associate Professor.** The following criteria are normally required of those faculty who would be appointed at the rank of Associate Professor.

1. Hold an appropriate terminal degree.
2. Demonstrated excellence in teaching (Excellent teaching is the most important criterion to advancement for faculty. Under no circumstances will promotion be granted to one whose principal duties include instruction unless there is clear documentation of ability and diligence in the teaching role.)
3. Demonstrated proficiency in scholarship.
4. Demonstrated service to students, College, and University.
5. Demonstrated service to the community, region, or State.
6. Have at least five (5) years of experience in college-level teaching, unless otherwise agreed to at the time of their appointment.

**iii. Professor.** The following criteria are normally required of those faculty who would be appointed at the rank of Professor.

1. Hold an appropriate terminal degree.
2. Demonstrated leadership in teaching.
3. Demonstrated substantial record of scholarship.
4. Demonstrated leadership in service to the College, and University.
5. Demonstrated leadership in service to the community, region, or State.

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

**b. Library Faculty.**

**i. Assistant Professor.** Initial appointment usually requires:

1. A master's degree in Library & Information Studies (or similar) from an ALA accredited program.
2. Evidence of and continuing potential for professional performance of assigned responsibilities.
3. Evidence of and continuing potential for research, scholarship and/or creative activity.
4. Evidence of and continuing potential for contributions to University governance service and mission.
5. Evidence of and continuing potential for outreach to the general public.

**ii. Associate Professor.** Meet requirements for Assistant Professor and five (5) years or more of successful professional experience. In addition to the minimal rank criteria stated in (i) above, the criteria listed below are required of library faculty appointed at the rank of Associate Professor.

1. Demonstrated excellence in Library & Information Science. (Effective Library & Information Science is the most important criterion for advancement. Under no circumstances will promotion be granted to a librarian unless there is clear documentation of ability and diligence in the librarian role.)
2. Demonstrated competence in scholarship.
3. Demonstrated service to the University.
4. Demonstrated service to the community, region, or State.

**iii. Professor.** Meet requirements for Assistant Professor and a doctorate in Library & Information Science or other terminal degree, or second masters, and twelve (12) years successful professional

experience shall be required. In addition to the minimal rank criteria stated in (ii) above the criteria listed below are required of library faculty appointed at the rank of Professor.

1. Demonstrated excellence and leadership in Library & Information Science.
2. Demonstrated a record of scholarship.
3. Demonstrated service and leadership to the University.
4. Demonstrated leadership in service to the community, region, or State.

- 2. Conditions of Annual and Indefinite Tenure Appointments.** Appointments that are tenure track are for full-time faculty with academic rank of Assistant Professor or higher. These appointments require faculty members to serve a probationary period of employment before a consideration for tenure is made. Tenure-track appointments shall not include any right to permanent or continuous employment, shall not create any manner of legal right, interest, or expectancy of renewal or any other type of appointment, and shall be subject to annual renewal by the University.

Tenure track appointments for instructional faculty are normally 36 credit hours of instruction and 9 hours of committee, advising, scholarship, and service work for a total of 45 load credits per academic year.

Tenure track appointments for library faculty are normally described in an associated position description, with 36 load hours devoted to specified areas of librarianship, and 9 load hours for scholarship, service to the institution, or service to the broader community. Library Faculty do not typically have instructional load as part of librarianship, unless stated in the position description.

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

- b. Indefinite Tenure.** Such appointments shall confirm institutional commitments for employment to be continued indefinitely subject, however, to the provisions of EOU board policies covering program reduction, financial exigency and unsatisfactory service. Appointment of a full-time, regular faculty member, who is on an annual tenure appointment for a sixth consecutive year shall be accompanied by the awarding of tenure or by notice of termination at the end of the sixth year except as provided by EOU board policies.
  - c. Tenure.** Eastern Oregon University will protect the academic freedom and recognize the institutional commitment of its faculty. During the probationary period, the performance of tenure-track faculty will be carefully evaluated; and, by the end of the fifth year, those who are determined qualified for tenure shall be granted indefinite tenure. Those faculty not determined qualified for tenure shall be given notice in accordance with Section B(6) below.
- 3. Initial Appointment.** In making initial appointments to any academic rank, the University applies requirements similar to those used for promotion to that rank. Normally, faculty members are initially appointed to the rank of Assistant Professor. Individuals may be appointed to the rank of Associate Professor and Professor. Initial appointments are recommended by the College Dean (instructional faculty) or Library Director (library faculty) to the Provost.
- 4. Credit for previous experience.** At the point of hire the University may, depending on the circumstances, grant a faculty member a number of years of experience as applied to promotion or tenure or as related to level of salary. The University may also, dependent on the level of experience and qualifications of the candidate, permit the faculty member to apply for early promotion or tenure. The initial notice of employment will indicate any such allowance or agreement of this nature.
- 5. Terms of Service.** Tenure-track faculty members may be appointed on an academic year basis, a 12-month basis, or on some other basis arranged in individual cases. Those members on an academic year basis are subject to service from September 16 through June 15 of the next calendar year, or such equivalent period of service within the fiscal year as best serves the particular assignment involved. Summer Session appointments are for varying lengths of time and are considered to be additional appointments. Appointment of an individual on a Contract greater than 9 months will be compensated based on Article 11, Section H.

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

- a. Three (3) months' notice during the first year of employment.
- b. Six (6) months' notice during the second year of employment.

**Section C. Visiting Faculty.** "Visiting" status will be reserved for special circumstances, as determined by the Dean, for replacement of a faculty member or for short term programmatic needs of the University. Visiting appointments are appropriate only in cases in which association with the University is temporary or in which special circumstances require this kind of appointment such as sabbatical replacement or short term programmatic needs of the University.

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

1. Instructional faculty on "Visiting" status at the ranks of Assistant Professor or higher will be capped at 36 teaching load credits, with the expectation that the remainder of the 45 credit load will be in duties as assigned that meet the needs of the University. Instructional faculty on "Visiting" status at the Instructor ranks shall have a full-time load of 45 instructional credits.
2. Library faculty on "Visiting" status at the ranks of Assistant Professor or higher will be expected to devote 9 load hours for duties that meet the needs of the University. Library faculty on "Visiting" status at the Instructor ranks shall have all of the duties in the position description devoted to professional librarian duties. The qualifications, pay and FTE for Visiting Faculty shall be comparable to the rank into which they are hired.

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

## **ARTICLE 4: EVALUATION, REVIEW AND PROMOTION OF FACULTY**

### **Introduction**

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

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

**Section A. Fixed-term Faculty Evaluation.** Faculty on fixed-term appointment will be evaluated each year during the first three years, and every third year thereafter, according to criteria set forth in the Retention, Tenure, Promotion Handbook.

Based on these evaluations, fixed-term faculty who do not meet standards of performance, as determined by the Dean, will be notified and given one year to meet expectations assuming that there remains a university position available and interactive with the timely notice aspects of Article 3, Section A.7.

**Section B. Annual Tenure and Indefinite Tenure Faculty Evaluation.** Faculty on annual tenure and indefinite tenure appointments will be evaluated according to criteria spelled out in the Retention, Tenure, Promotion Handbook.

Violations of the procedural steps of the Retention, Tenure, Promotion Handbook are grievable and arbitrable under this Agreement.

## **ARTICLE 5: PROFESSIONAL AND EDUCATIONAL DEVELOPMENT**

### **Introduction**

This Article is divided into four sections: A. Sabbatical Leave; B. Faculty Travel Funds; C. Faculty Scholars Program; and, D. Staff Fee Privileges. Other support opportunities normally offered through Colleges or through informal funding such as grants and other one-time funds are not part of this agreement.



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

Sabbatical leaves are granted for purposes of research, writing, creative activities, advanced study, travel undertaken for observation and study of conditions in our own or in other countries affecting the applicant's field or related scholarly or professional activities. Sabbatical leaves may be of one academic year, two-thirds of an academic year, or one-third of an academic year. Sabbatical Leave must fall within a single academic year.

Sabbatical leave for faculty employed on a "9-month" basis may be granted for an academic year (three terms) at 60% salary; two-thirds of an academic year (two terms) at 75% salary; and for one term at 85% salary.

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

The University may cancel any or all sabbaticals if prior to March 1 the President finds that the University's financial condition is such that a declaration of financial exigency or of program reduction or elimination may become unavoidable. Any faculty member whose sabbatical is cancelled under this clause shall receive credit for the next year of service toward the sabbatical eligibility period, as discussed in Section A(1), below.

- 1. Eligibility.** A faculty member appointed at .5 FTE or more, with the rank of Senior Instructor, Senior Instructor II, Assistant Professor, Associate Professor, or Professor, who is in good standing, may be considered for sabbatical leave:
  - a. After having been continuously appointed without interruption by a sabbatical leave for 18 academic quarters (excluding Summer Session) or, in the case of 12-month faculty, 72 months; or
  - b. After having accumulated the equivalent of 6.0 FTE years over an indefinite period of 9-month or 12-month appointments uninterrupted by a sabbatical leave.

Prior service at the ranks of Instructor, Lecturer or Research Assistant, when leading to a promotion to a higher rank, may be considered by an institution president as part of the period of accumulated service for the purposes of the time requirement for sabbatical eligibility.

A series of appointments shall be considered continuous whether or not interrupted by one or more authorized leaves of absence other than a sabbatical leave. A one-year period of appointment at less than .5 FTE will count as a period of accumulated service for purposes of the time requirement for sabbatical eligibility. An authorized leave of absence will not prejudice the staff member's eligibility for sabbatical leave. Academic staff members may be considered for subsequent sabbatical leaves after again satisfying the conditions specified in subsections (1)(a) or (b) of this Section. Cases involving mixed terms of service may be adjusted by the University president or the president's designee, in accordance with the principles set forth in this rule.

Once granted a sabbatical, a faculty member becomes eligible for subsequent sabbatical leaves every seventh year of employment, subject to Section (A)(4), below. If a sabbatical initially granted is then cancelled under conditions in Section A, any subsequent service prior to the restoration of the cancelled sabbatical shall accrue toward the member's next period of eligibility.

## **2. Application Process.**

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

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

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

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

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

- 3. Salary.** Salary received by an academic staff member during a sabbatical shall be calculated as follows:
  - a. Salary under Section A(1)(a) of this Article shall be a percentage (determined by University policy formerly OAR 580-021-0225 or 580-021-0230) of the academic staff member's annual rate multiplied by the average FTE at which the academic staff member was appointed during the 6.0 FTE years immediately prior to the sabbatical leave. The President shall have the authority and discretion to interpret special circumstances in this regard. For purposes of this paragraph, eligibility years are the 18 academic quarters (excluding Summer Session) or in the case of 12-month faculty, 72 months of continuous employment at half-time or more that result in the academic staff member's eligibility for sabbatical leave under Section A(1)(a) of this Article.
  - b. Salary under Section A(1)(b) of this Article shall be a percentage (determined by University policy formerly OAR 580-021-0225 or 580-021-0230) of the academic staff member's annual rate in effect at the time the sabbatical leave begins.
  - c. If during the period of sabbatical leave the institution allocates salary increases to its academic staff members, the annual rate of the academic staff member on sabbatical leave will be increased by the appropriate amount effective on the date that the salary increase was granted.
- 4. Sabbatical Report.** A report of the work completed during the sabbatical will be provided to the Dean of the appropriate College at the conclusion of the sabbatical year. The report should contain a copy of the letter requesting sabbatical and a summary of accomplishments aligned to intended goals and objectives.
- 5. Sabbatical Incentive Program.** Subject to the amount specified in Section C.2.e of this Article (Scholar Awards), the University shall generally grant a full faculty scholar award for the summer leading into the sabbatical for faculty and Library Faculty with approved year-long sabbatical proposals that include, within the proposal, a component to be undertaken during the summer preceding the proposed sabbatical. Partial and full faculty scholar awards shall generally be granted for the summer leading into the sabbatical for faculty and Library Faculty with approved two-term sabbatical proposals that include, within the proposal, a component to be undertaken during the summer preceding the proposed sabbatical

(as outlined in the table below). Faculty and Library Faculty must apply for these funds in the same manner in which one would apply for a faculty scholars program grant pursuant to Section C(1), below.

<b>Sabbatical + Award Type</b>	<b>Sabbatical Instructions</b>
Full Sabbatical + full award	Embed Paragraph in Sabbatical Proposal requesting full award
Two-Term Sabbatical + partial award	Embed Paragraph in Two-Term Sabbatical Proposal requesting a partial award
Two-Term Sabbatical + full award	Embed Paragraph in Two-Term Sabbatical Proposal requesting a full award

**Section B. Faculty Travel Funds.** The purpose of the Faculty Travel Fund is to provide faculty with an opportunity to apply for support for necessary travel to conduct scholarly work, to attain increased knowledge or skills to improve teaching, or to acquire necessary materials, skills, and/or information necessary for curriculum development or University program development. The Faculty Travel Fund is open to all faculty regardless of rank, tenure or appointment status.

The maximum amount of the award shall be \$3,000. All faculty in the bargaining unit are eligible for these funds. The Research and Grants Committee will be responsible for administering and reporting the allocation of these funds, until such time as an alternative method is derived.

The total amount of funding for this category is: \$70,000 for 2016-17; \$75,000 for 2017-18; and, \$80,000 for 2018-19.

**Section C. Faculty Scholars Program.** Eastern Oregon University’s Faculty Scholars Program is an important means by which the University assists teaching faculty in their ongoing dedication to scholarship. All members of the teaching faculty and Library Faculty are encouraged to apply for the Faculty Scholars Program summer salary awards and the professional opportunities that they provide.

The purpose of the Faculty Scholars Program is to provide incentive, opportunity, and facilitation of scholarship. The express purpose of the funds is to help support faculty and Library Faculty who, based on excellent potential for scholarly achievement, may be awarded a summer salary to advance their work. Because funds are limited, faculty scholars’ awards are not meant to support or subsidize all faculty scholarship. The funds are intended to help support: 1) recruitment and retention initiatives, 2) proposals from junior faculty and Library Faculty who may need support to develop a research agenda,

and 3) exceptionally strong proposals from faculty who have demonstrated excellence in scholarship.

**1. Award Process.** Awards will be recommended by the Deans in consultation with Scholarship Committees selected for each college.

**Step 1.** Interested teaching faculty members may consult with their College Deans/Library Director about proposal ideas. The Dean/Director will, based on the initial consultation, encourage the faculty member to fully develop the proposal. This step is critical as it intends to help shape a successful proposal from the onset.

**Step 2.** Based on feedback from the Dean/Director, the faculty member/Library Faculty submits a formal proposal. The deadline is announced by the Provost's Office at the beginning of each academic year. The proposal should clearly specify an outcome or product of the project and show the relationship of that outcome to criteria for the award of the stipend. Proposals should make clear what support is needed and what time frame will be required to complete the project:

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

**Step 3.** The Dean/Director will select, within each division from which a proposal has been filed, a Scholarship Committee composed of at least 2 members of tenure or tenure track faculty and one fixed term faculty

member. No members shall be selected that have submitted a current proposal. In the case of Library Faculty, the Library Director will consult with the Dean of Arts and Sciences to appoint at least two members of the scholarship committee from faculty in either College in the event that there is not a sufficient number of qualified Library Faculty to serve on its committee.

**Step 4.** The Committee will review each proposal and will evaluate the strengths and weaknesses based on the merits and the potential for the outcomes of the project to culminate in a presentation, paper, creative piece or other peer-reviewed work. The Committee will make recommendations to the Dean/Director on the merits of each proposal.

**Step 5.** The Dean/Director will make final recommendations to the Provost. Where the recommendations by the Dean or Director differ from those of the Scholarship Committee, the Dean or Director shall meet with that committee to explain her/his recommendations prior to submitting her/his recommendations to the provost.

**Step 6.** If the Provost disagrees with or changes recommendations from the Dean/Director, s/he will provide a written rationale. The Provost will announce successful applications and award amounts.

**Step 7.** At the completion of the proposed and funded activity, the faculty member files a report with the Dean/Director. This report should detail the accomplishments of the activity. The report should be presented by the end of the academic term in which the faculty member resumes normal responsibilities.

**2. Guidelines and Appropriate Tasks.** The following guidelines and criteria will be employed in reviews of proposals:

- a. Research involving scholarly or creative development leading toward professional papers and publications, performance, or other public presentation appropriate to the field of expertise.
- b. Each academic year, 20% of the total funds available for summer stipend awards shall be awarded as partial awards of up to \$2,500 through the above process for Instructional Development involving course revision (including developing courses to meet university outcomes and new requirements), improvement of teaching methodology and skills, updating faculty in their disciplinary fields, retraining faculty for new assignments, providing instructional resource materials and consultation, developing

interdisciplinary courses, and promoting activity by faculty in professional organizations.

- c. **Sabbatical Incentive.** As outlined in Section A(5), the University will, for approved two and three-term sabbatical proposals that include, within the proposal, a component to be undertaken during the summer preceding the proposed sabbatical, generally provide summer salary support for the summer leading into the sabbatical.
  - d. University support involving activities through which faculty can develop new skills or insights of value to the university including attendance at conferences, association meetings, grant development and other events that provide direct assistance to the university's efforts to improve, upgrade, or enhance one or more of its programs.
  - e. Past performance may be taken into account as an indicator of future potential in the review of proposals. Full awards are \$11,250; Partial awards are up to \$5,625. Faculty who have received full awards in the two preceding summers are not eligible for a full award in the third consecutive summer. Faculty may receive awards in three consecutive summers as long as at least one of the awards is a partial award. Faculty who receive awards in three consecutive summers are not eligible for any award, partial or full, in the fourth consecutive summer. For Faculty on 11 or 12 month contracts, faculty earning a stipend award will work with the Dean/Director to develop a plan to "buy-out" a term or portion of a term of service in lieu of the cash award.
  - f. **Report.** At the completion of the proposed and funded activity, the faculty member shall file a report with the Dean's Office for Faculty Scholar Awards and with the Dean's and the Provost's Office for Sabbatical Incentive Awards. These reports will detail the accomplishments for the activity, specifically in terms of the criteria for awards listed above and the specific activities proposed in the original proposal. The report shall normally be presented by the end of the academic term in which the faculty member resumes normal responsibilities. Proposals which are funded along with summary reports or tangible products will be made available for faculty each year in the office of the appropriate Dean/Director.
- 3. Scholarship Committee.** The Scholarship Committee shall first identify those proposals that satisfactorily meet the criteria of this Section. The Committee shall then evaluate the qualifying proposals by creating specific evaluation criteria. The Committee shall report its findings in the form of a recommendation to the Dean/Director.

- 4. Scholar Awards.** The amount of funding available for all awards is \$110,500 for 2016-17; \$110,500 for 2017-18; and, \$110,500 for 2018-19.

**Section D. Staff Fee Privileges.** Pursuant to the joint letter signed by Presidents of EOU, WOU, SOU, OIT, PSU, OSU and UO, and consistent with then Board of Higher Education administrative rules 580-022-0030 and 580-022-0031 in effect July 1, 2014, staff fee privileges will continue to be extended to one family member as defined in the IRS code or to a domestic partner as defined per PEBB affidavit.

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

## **ARTICLE 6. RIGHTS AND RESPONSIBILITIES OF FACULTY**

**Section A. Faculty Right to Academic Freedom.** All faculty are entitled to freedom in the classroom in discussing their subject. Faculty should avoid introducing material into the curriculum and classroom that has no relationship to the subjects they teach.

As a matter of policy, the University neither attempts to control, sway nor limit the personal opinion or expression of that opinion of any person on the faculty. In the exercise of this freedom of expression, faculty members should manifest appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they do not speak on behalf of the University.

Faculty are entitled to academic freedom in research and/or scholarship, and in publication of results.

**Section B. Faculty Responsibilities.** All bargaining unit members will abide by the reasonable rules, policies, and ethical standards of the University.

- 1. Tenured (Tenure-track) Instructional Faculty.** These members of the bargaining unit shall be available to perform duties during the period of their contractual appointments, as defined by the Notice of Appointment. Duties are those normal duties commensurate with University teaching faculty positions, and



generally include scheduled and unscheduled teaching; course and curriculum planning; provision of regularly scheduled office hours; scholarly activities; service on committees; attendance at college and program meetings, spring commencement, and fall convocation; administrative activities as required by the college, department, and/or division; academic advising of students; assistance in the admission, orientation, and registration of students; student support service activities, and participation in those activities that relate to student recruitment and retention; professionally related public service, and other duties as assigned.

- 2. Fixed-Term Instructional Faculty.** The Notice of Appointment, and/or course contract shall define the duration and the nature of duties to be performed during the contract period. Duties are those normal duties commensurate with University teaching faculty positions, and include scheduled teaching, provision of regularly scheduled office hours, administrative activities related to instruction, and regular contact with college or program chairs or Deans.

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

- 3. Tenured (Tenure Track) Library Faculty.** These members of the bargaining unit shall be available to perform duties during the period of their contractual appointments, as defined by the Notice of Appointment and the position description. Duties are those normal duties commensurate with University Library Faculty positions, and generally include: management of library operations and/or provision of library services, as well as broader involvement in university activities that have an impact on library goals, such as: scheduled teaching, course and curriculum planning; scholarly activities; service on committees; attendance at library and University meetings, spring commencement, and fall convocation; administrative activities as required for the library and/or University; assistance in the admission, orientations and registration of students, student support service activities, and participation in those activities that relate to student recruitment and retention; professionally related public service; and other duties as assigned.
- 4. Fixed-Term Library Faculty.** These members of the bargaining unit shall be available to perform duties during the period of their contractual appointments, as defined by the Notice of Appointment and the position description. Duties are those normal duties commensurate with University Library Faculty positions, and generally include management of library operations and/or provision of library services. Where applicable, additional duties that entail broader involvement in university activities are expected if they form a part of the position description. Examples of such duties could include: scheduled teaching, course and curriculum

planning; scholarly activities; service on committees; attendance at library and University meetings, spring commencement, and fall convocation; administrative activities as required for the library and/or University; assistance in the admission, orientations and registration of students, student support service activities, and participation in those activities that relate to student recruitment and retention; professionally related public service; and other duties as assigned.

## **ARTICLE 7. GENERAL EMPLOYMENT CONDITIONS**

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

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

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

**Section C. Health and Safety.** The University and AAP agree to abide by all pertinent Federal and State Health and Safety Laws.

**Section D. Office Space and Facilities.** The University shall provide bargaining unit members the support required to foster excellent instruction, scholarship and public service activities. The appropriate College or the Library will provide bargaining unit members with access to University telephone, email, computer, computer work space, a desk and private meeting space.

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

All faculty members whose teaching load includes online courses will be provided the hardware and software necessary for effective online teaching in their fields.

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

**Section F. Contracts.** Notices of Appointment will be issued in compliance with terms and conditions of this Agreement.

**Section G. Outside Employment.** The University recognizes the paid and unpaid work performed by bargaining unit members outside the University. Members of the bargaining unit shall avoid legal and ethical conflicts of interest to ensure that their outside work activities do not conflict with the proper discharge of University responsibilities and rules, the Oregon Government Ethics Law, and policy of the Board of Trustees of Eastern Oregon University. The Human Resources Department will provide an annual notice of the obligations of an employee under this law. The notice will also advise that if there are questions about duties under the Oregon Government Ethics Law, it is the faculty member's responsibility to seek guidance from the Human Resources Department or the Oregon Government Ethics Commission. Members of the bargaining unit are expected to disclose outside employment upon request by EOU.

## **ARTICLE 8. UNION RIGHTS.**

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

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

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

1. AAP's use of the University e-mail system shall not be more restrictive than other organizations.
2. Use of the University e-mail system shall be on the employee's non-instructional time.

3. AAP will hold EOU harmless against any lawsuits, claims, complaints or other legal or administrative actions where action is taken against EOU, AAP or its agents (including AAP staff, officers and stewards) regarding any communications or effect of any communications that are a direct result of use of e-mail under this Article.

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

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

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

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

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

**Section D. Consultation.** The University and AAP agree to meet when both parties agree that an issue warrants such a meeting. The parties agree that such a meeting shall not constitute or be used for the purpose of contractual negotiations. Neither shall such meetings be used in lieu of this Agreement's grievance procedure.

**Section E. Released Time for Union Business.** Up to six members of the AAP negotiating team shall be released from Committee assignments but not the teaching of a regular instructional load, advising students, and keeping required office hours. AAP shall notify the Provost of the up to six members of the negotiating team to be released two months prior to the start of negotiations. The up to six members of the negotiating team shall be released from Committee duties one month prior to the beginning of

negotiations through ratification, but not released from Committee duties during any time the parties agree to suspend negotiations.

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

The University shall grant one course release per academic year to the AAP President upon request. Provided that the University backfills the course, AAP shall reimburse the University for the salary and other payroll expenses of the individual backfilling the course. Where the University does not backfill the course, AAP will not be required to reimburse the University. Upon request, the University shall grant one course release for one term per academic year to the AAP Chief Negotiator during the bargaining process. AAP shall not reimburse the University for the release time for the AAP Chief Negotiator.

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

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

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

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

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

## **ARTICLE 9: MANAGEMENT RIGHTS OF THE UNIVERSITY**

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

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

## **ARTICLE 10. LAYOFF AND REDUCTION IN FORCE**

**Section A. Definitions.** Layoff is defined as a condition where the contract of a bargaining unit member would be terminated at some point during the contract or tenure period as a result of retrenchment or financial exigency.

Reduction in force is defined as non-renewal of fixed-term contracts at the end of a contract period for reason other than cause, or a reduction from the previous year to below .5 FTE.

Retrenchment is defined as program (major, minor, and/or concentration) reductions or eliminations. Retrenchment may be declared if the President finds that the institutional operations within a reduced budget, or failure to reallocate funds, would result in a serious distortion of the academic or other essential programs and services of the University.

Financial exigency is defined as a state of affairs that may arise as a result of a variety of circumstances including but not limited to: substantial changes in levels of state support; major reductions in enrollment and the resources associated with enrollment, substantial changes in expense levels, loss of grant support for critical services.

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

1. maintain essential programs and services;
2. finance the full compensation of all tenured faculty;
3. finance the full compensation of fixed term appointments within the period of appointment;
4. finance the full compensation of all other faculty until the end of an appointment, including the providing of timely notice.

Program is defined as an academic course of study approved by Oregon's Higher Education Coordinating Commission or previously by the Oregon University System. Programs are categorized into particular majors which often have associated minors or concentrations. Vestiges of formerly approved programs may exist in the form of a stand-alone minor, which would be considered a program in and of itself.

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

**1. Notification.**

- a. At any time that the President finds that the University's financial condition is such that a declaration of retrenchment or financial exigency may become unavoidable, the President or designee shall immediately notify AAP and the members of the bargaining unit.
- b. Within five (5) days after issuance of such notice in subsection (1)(a) above, appropriate representatives of the University shall meet with representatives of AAP for the purpose of presenting and discussing a full description and analysis of the financial condition of the University.
- c. Prior to the conclusion of the meeting described in subsection (1)(b) above, a date and time will be established when comments and recommendations will be due in the President's Office. The time allowed in which to submit such comments and recommendations will be no less than fifteen (15) days.
- d. The President will give thoughtful consideration to such comments and recommendations as are submitted by the established date and time; and will engage in such further discussions, including efforts to reconcile

varying points of view, as s/he may deem useful. The President or designee will, at AAP's request, meet with representatives of AAP to hear and discuss AAP's comments and recommendations. Such meeting shall be requested and held no later than five (5) days after receipt of the comments and recommendations called for in subsection (1)(c) above.

- e. After fulfilling the requirements of subsection (1)(d), above, the President may declare that retrenchment is necessary or a financial exigency exists.

## **2. Review and Implementation.**

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

## **3. Order of Layoff.** If the President's final plan includes layoff of bargaining unit members, the order of layoff within a program shall be as specified below.

- a. Faculty on fixed-term appointments with less than .5 FTE;
- b. Faculty on fixed-term appointments with greater than .5 FTE;



- c. Faculty on annual tenure appointments (tenure-track);
- d. Faculty on indefinite tenure appointments.

Within each of the categories above, layoffs shall be made in inverse order according to first date of bargaining unit membership. Time spent on sabbatical leave is included in this calculation.

**4. Notification Procedures.** When a faculty member has been identified for layoff, the University will take the following actions:

- a. For faculty on fixed-term appointments, the University will provide the faculty member with notice prior to termination as follows: three (3) months upon exceeding 72 load hours of employment, six (6) months upon exceeding 108 load hours of employment, twelve (12) months after 180 load hours of employment.
- b. For faculty on annual tenure appointments, the University will provide the following notice:
  - i. During the first annual appointment, at least three months' notice given prior to expiration of the appointment;
  - ii. In the second year of service, at least six months given before expiration of the appointment; and,
  - iii. In the third and subsequent years, at least 12 months' notice that may be given at any time.

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

- c. For faculty on indefinite tenure appointments, the University will provide notice twelve (12) months prior to termination.
- 5.** No program in which a layoff is in effect shall hire new faculty until all those eligible for recall in that program have been offered recall.
- 6.** Under a declaration of financial exigency, the requirement of notice prior to termination is waived for all categories of faculty, though the University may

provide such notice (up to that specified in d.1-3, above) as is deemed possible by the President given the circumstances requiring the declaration.

7. Prior to the effective date of layoff, the University will make a good faith effort to place faculty members affected within the University to positions for which they are qualified. If this effort fails, the University shall make reasonable efforts to assist the faculty members in finding suitable employment elsewhere. This shall include for a period not to exceed one year from the date of layoff, the faculty member retaining email and library privileges and agreeing to hold the University harmless for any misuse of these privileges.
8. Eligible laid-off faculty members will be placed on a recall list.
  - a. Recall List.
    - i. Faculty on fixed-term appointments with more than 72 load hours who are laid off shall be placed on the recall list for one year.
    - ii. Annual and Indefinite Tenure Faculty. Although annual and indefinite tenure faculty may be laid off, they shall not be terminated except as provided below.
  - b. Any offers of reinstatement within a program shall be made in inverse order to the order of layoff.
  - c. Any offers of reinstatement will be made for a fifteen (15) calendar day period for the faculty member to accept the offer. If the offer is refused, the employee shall remain on the list until the list expires (as noted below in paragraph (e), below or until the faculty member notifies the University in writing that he or she no longer wishes to return.
  - d. A faculty member recalled from layoff shall be offered re-employment at the same rank and at a salary rate not less than which he/she received at the time of layoff. Faculty members recalled from layoff will be credited with their original date of appointment, less layoff period, for purposes of determining years of service, and will be reinstated with all the rights provided in this Agreement.
  - e. Faculty members on indefinite tenure appointments who have not been reemployed as of June 15 of the year following five (5) full academic years after layoff shall be deemed to have been given timely notice and their employment will have been terminated as of the June 15 date. Faculty on annual tenure appointments who have not been reemployed as of June 15 of

the year following two (2) full academic years after layoff shall be deemed to have been given timely notice and their employment to have been terminated as of the June 15 date.

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

- 1. Reduction in Force Process.** For programmatic reductions not requiring layoff, but requiring non-renewal of fixed term appointments, the following process will be employed:
  - a. The President shall develop a draft plan for programs reduction, reallocation, or elimination. The draft plan will contain the number of fixed-term appointments, by college which will be non-renewed or have their appointment reduced from the previous year.
  - b. The President shall submit the draft plan to the AAP for their review. The AAP may submit recommendations and/or reactions to the plan in a meeting with the President within 15 days of AAP's receipt of the plan.
  - c. The President will then prepare a final plan for Reduction, Reallocation, or Elimination, and will notify programs affected by the plan. The final plan will be made public to the University community.
  - d. The publication of the final plan to the University community serves to close this Section. Any additional reductions or non-renewals of faculty appointments not published in this plan will require this section to be invoked again.
  - e. The President's final plan is not grievable under the collective bargaining agreement, except as to allege a violation of Section C of this Article.
- 2. Order of Reduction in Force.** If the President's final plan includes reduction in force of bargaining unit members, the order of non-renewal within a program shall be as specified below.
  - a. Faculty on fixed-term appointments with less than .5 FTE;

- b. Faculty on fixed-term appointment with .5 FTE and above;

Within each of the categories above reductions shall be made in inverse order according to the first date of bargaining unit membership. Time spent on sabbatical leave is included in this calculation.

- 3. Procedures.** Prior to the effective date of reduction in force, the University will make a good faith effort to provide alternative fixed-term employment of vacant positions for which the faculty members are qualified. If this effort fails, the University shall make reasonable efforts to assist the faculty member in finding suitable employment elsewhere. This shall include for a period not to exceed one year from the date of layoff, the faculty member retaining email and library privileges and agreeing to hold the University harmless for any misuse of these privileges.

Fixed-term faculty with more than 72 load hours who are reduced in force shall be placed on the recall list for one year.

Any offers of reinstatement within a program shall be made in inverse order to the order of reduction in force. Faculty members who are recalled for employment at EOU will be credited with their original date of appointment, less the reduction in force period, for the purpose of determining years of service, and will be reinstated with all rights provided in the collective bargaining agreement.

Any offers of reinstatement will be made by certified mail with a fifteen (15) calendar day period for the faculty member to accept the offer. If the offer is refused, the employee shall remain on the list until the one (1) year expiration date, or until the faculty member notifies the University in writing that he or she no longer wishes to return.

A faculty member recalled from reduction in force shall be offered reemployment at the same rank and at a salary rate not less than that which he/she received at the time of reduction in force.

## **ARTICLE 11. SALARY**

### **Section A.**

#### **Faculty Salaries for the period July 1, 2019, through June 30, 2022.**

A 4% increase will be applied to the salary matrix and a 1% step increase will be applied effective September 15, 2019; a 2.75% increase will be applied to the salary matrix and a 1% step increase will be applied effective September 15, 2020; and a 2% increase will be applied to the salary matrix and a 1% step increase will be applied effective September 15, 2021.

**Section B. Initial Placement.** The Provost, in consultation with the employee, shall assign newly hired faculty prior academic and professional experience according to the following guidelines:

1. Each academic year (9 months) of service at 1.0 FTE at an institution of higher education, in a position equivalent to the Notice of Appointment at Eastern, shall contribute up to 1.0 step.
2. Each calendar year of full-time employment at a non-academic institution in a capacity related to the Notice of Appointment at Eastern shall contribute up to 1 step.
3. Appointments in (1) and (2) above at other than full-time or other than 9 months shall be considered proportionately, not to exceed the amounts in (1) and (2), and rounded to the nearest full step.

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

**Section D. Offsets.** Ph.D. in Economics, Finance or Accounting shall receive percentage offsets of 35%.

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

**Section E. Overload Compensation.** The Deans schedule and manage overload.

Courses that are part inload and part overload will be compensated at the per course credit hour rate (\$1,061) for the overload portion of the course

The University determines rate structure for overload classes it offers, seated or asynchronous, as follows:

1. Bargained overload pay is defined as remuneration given by the University during the academic (9-month) calendar for all overload beyond the full-time faculty appointment.
2. Summer Session instruction shall be compensated at the same rates noted in 3. and 4. below.
3. Overload pay for undergraduate courses shall be compensated at the following rates:
  - a. For courses enrolling less than 20 students, \$53.05 per student per credit hour, but no less than a total of \$500.
  - b. For courses enrolling 20 or more students, \$1,061 per credit hour.
4. Overload pay for graduate courses shall be compensated at the following rates:
  - a. For courses enrolling less than 20 students, \$68.50 per student per credit hour, but no less than a total of \$500.
  - b. For courses enrolling 20 or more students, \$1,370 per credit hour.

#### **Section F. Academic Leadership.**

Academic Leadership Compensation. This compensation applies in situations in which a tenure-track faculty member is hired into an instructional position that provides administrative support for a discipline, program, center, gallery, or institutional publication, or later assumes administrative duties as part of the 1.0 FTE tenure track appointment. The type of compensation most appropriate for the particular academic program and leadership duties will be chosen by the Dean from the two options listed below. In some cases, it may be appropriate to combine multiple methods of compensation. However, the criteria for setting the compensation level in the two options listed below must be used.

- a. Cash Stipends. The criteria for setting the Cash Stipend payment levels for the Chairs of the Colleges are set out in the tables and equation below. The following formula will be used for calculating the “Weighted Faculty Size” of the discipline or program:

Weighted Faculty Size =  $TT^* \times 1.0 + FT^* \times 0.66 + AD^* \times 0.33 + HO^* \times 0.15$   
 (\*TT = Tenure Track; FT = Fixed Term; AD = Adjunct; and, HO = Hourly)

Criteria for setting Cash Stipend amount based on Weighted Faculty Size.	
Weighted Faculty Size	Stipend Amount Per Term
0-4	\$600
5-7	\$850
8-10	\$1,100
11-13	\$1,350
14 - 16	\$1,600
17-20	\$1,850

Any assignment in excess of 20 “weighted faculty” is to be discussed with the Dean to address workload assignments as provided in b. below.

- b. **Reassigned Teaching Load.** This reassigned load applies in situations in which a tenure-track faculty member is hired into to an instructional position that provides administrative support for a discipline, program, center, gallery, or institutional publication, or later assumes administrative duties as part of their 1.0 FTE tenure track appointment. These administrative duties are identified in an original position description—or in a memo from the Provost updating the position description—as a proportion of the 1.0 FTE that contributes to the 36 instructional load calculation. An additional 9 credits beyond instructional load remains reserved for categories of tenure-track faculty evaluation, including advising, institutional service, research, and outreach. The proportion of administrative FTE and instructional FTE that contributes to the 36 instructional load calculation is arrived at through mutual agreement between the faculty member and the Dean, and it can vary from position to position based on workload. The proportion of administrative FTE and instructional FTE allocated to a position will be reviewed annually and may vary over time based on the workload of the faculty member and the needs of the institution for non-clerical administrative oversight responsibilities. For example, for a tenure-track faculty member whose appointment includes .5 FTE administrative duties and .5 FTE instructional duties, 18 load credits contribute to direct instruction and 18 load credits contribute to administrative duties, for a total of 36 instructional load credits.

**Section G. Summer Session.** Faculty who are not on contract and/or are not working under grants will be paid \$31.00 per hour for non-teaching duties assigned by the university during summer session.

**Section H. Appointments in addition to nine months.** Faculty appointed in excess of nine (9) months shall be paid an additional 1/9th of the nine-month salary for each additional month of their appointment not to exceed a total addition of 2/9th's of such salary. For Library faculty on twelve (12) month contracts, salary will be calculated at 1.22 of the base salary.

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

It is the mutual goal of the University and AAP that the salaries of Eastern Oregon University bargaining unit members approximate the comparable universities listed at Appendix B.

**Section J. Merit.** At such times as nine-month salaries for the mean of faculty at Eastern Oregon University achieve or exceed the mean of salaries of comparator universities as referenced in Appendix B, merit awards shall be awarded as a step increase into base pay.

## **ARTICLE 12: TEACHING ASSIGNMENT/FACULTY LOAD**

**Section A. Teaching Assignment.** The inload teaching assignment for the academic year will be provided to faculty by September 1<sup>st</sup>. Changes made to the AY teaching assignment after September 16<sup>th</sup> are based on discipline/department need and are made through mutual agreement between the faculty member and the Dean/Director. Any such changes can occur no later than two weeks before the start of the term in which the change is applied. Load that exceeds the instructional load assignment as defined in Article 3 is considered overload, and conditions are detailed in Section B. Overload compensation is detailed in Article 11, Section E.

**Section B. Faculty Load.** Faculty teaching load is assigned by the College Dean in consultation with program faculty. Faculty teaching load is calculated in terms of load hours. The number of load hours credited for courses is equal to the credit hours assigned to the course. As assigned by the College Dean, a course taught using alternative, asynchronous, or other modality shall be inloaded equivalent to the number of credits assigned to the course. Exceptions to this are as follows:

1. Writing courses (WR) carry one additional load hour per course. However, instructors of WR courses will not receive an additional UWR load credit for teaching UWR WR courses.



2. Student teaching supervision for one-term undergraduates and full-year graduates is equal to one load hour.
3. Science Labs utilize a 1.0 load factor (that is, each 3 hour lab is counted as 3 load hours).
4. Music, Private Lessons. These utilize a  $\frac{2}{3}$  load factor (that is, three half-hour private lessons = one load hour).
5. Music, Small and Large Ensembles: Each 50 minutes of weekly rehearsal time = 1 load hour.
6. Theatre Lab-type courses utilize a load factor range of 1 to 1.67. (THEA 255, 355, Rehearsal & Performance, are taught together and is calculated as: 3 credit x 1.5 = 4.5 load hours, rounded down to 4. THEA 150, 250, 350, and Acting I, II, III are 4 credits x 1.25 = 5 load hours. THEA 351, 450, 451, and Acting IV, V, VI are 3 credits x 1.25 = 3.75 load hours, rounded up to 4. THEA 264 Set Construction, THEA 265 Lighting and THEA 266 Costume are 3 credits x 1.3 = 4 load hours.)
7. High impact courses and the learning associated with them are valued by EOU and are managed by the College Dean, in consultation with program faculty. The Dean determines the frequency of scheduling and loading the high impact courses listed below.

Practicum and Student Research (non-lab based)

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

Practicum and Student Research (lab-based)

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

Capstone courses are inloaded equivalent to the number of credits of the course. Individualized capstones are rare occurrences. When allowed by the Dean, an individualized capstone is loaded as follows:

- 1 load credit = 1 to 3 students

- 2 load credits = 4 to 6 students
  - 3 load credits = 7 and 8 students
  - Full load credits = 9 or more students
  - In none of the above courses will load credits exceed course credits
8. Individualized courses are rare occurrences and when allowed by the Dean are inloaded at (1) load credit.
  9. The Voice – A faculty member will be assigned to assist students with the student newspaper and given 2 load hours per term. Duties associated with these load hours include ensuring that students enroll for practicum or internship credits on a per term basis.
  10. Load hours associated with shared responsibilities for courses ("team teaching") will be determined by the College Dean in consultation with the faculty involved.
  11. Bargaining unit members teaching a UWR course will receive a maximum one additional load credit regardless of the number of UWR courses taught. This is limited to on-campus, on-site and online inload courses only.
  12. Teaching faculty must teach their full instructional load as outlined in their Notice of Appointment, unless release from their full instructional load has been awarded by the Dean and approved by the Provost. Anytime courses are cancelled it shall be the responsibility of the Dean to assign duties commensurate with the number of instructional load credits needed, and for which the faculty member is qualified, in order to bring the faculty member to full instructional loading (generally 36/9, with occasional deviations due to course release). It shall be the responsibility of the faculty member to accept such assignment. Where the faculty member refuses to accept such assignment, compensation shall be reduced in relation to the number of instructional load credits actually taught.

**Section C. Overload.** Overload is instructional load that exceeds thirty-six (36) load hours for faculty on tenure track or indefinite tenure or forty-five (45) load hours for faculty on fixed-term assignment. Courses that are offered as overload are assigned by the Dean or Library Director, based on program/department need and in consultation with the College Dean/Director. Overload assignments are made in consideration of the following:

Core and required courses for programs, degrees, and/or concentrations will not be assigned as overloads, unless a faculty member's instructional load is composed entirely of core and required courses.

## **ARTICLE 13: SUMMER SESSION**

**Section A. Schedule.** Summer Session appointments are made by the administrators charged to schedule summer session courses.

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

### **Section C. Summer Salary**

1. Base Salary for Undergraduate Required and Elective Courses. The base salary for required and elective courses enrolling less than 20 students will be \$47.50 per student credit hour and \$1,061 per credit for course enrolling 20 or more students.
2. Base Salary for Graduate Required and Elective Courses. The base salary for graduate required and elective courses enrolling less than 20 students will be \$68.50 per student credit hour and \$1,370 per credit hour for courses enrolling 20 or more students.

## **ARTICLE 14: HEALTH AND WELFARE**

**Section A. Contribution Rates.** For plan years 2016 and 2017, the University will contribute ninety-five percent (95%) of the premium costs of the coverage, and the employee will contribute five percent (5%).

For these plan years, where a bargaining unit employee has an opportunity to choose between two (2) healthcare plans and the employee enrolls in the least expensive PEBB health plan available to them, the University will contribute ninety-seven percent (97%) of the premium costs of the coverage and the employee will contribute three percent (3%).

For plan year January 1, 2018 through December 31, 2018, the University and Union will commence negotiations to discuss employer and employee contribution rates as soon as practicable after announcement by PEBB of the plans and premium costs for the 2018 plan year. An agreement as to the employer and employee contribution rates will be reduced to writing, signed by the parties and made part of this Agreement. If the University and Union do not come to agreement on the contribution rates by August 31, 2017, the parties agree to implement the same contribution rates for plan year 2018 that are applicable to the classified employees for that plan year, unless the employer contribution is less than ninety-five percent (95%) of the premium cost over coverage. In which case, the rates will remain the same as plan year 2017.

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

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

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

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

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

- 12 spaces at the North end Zabel lot, (6 on the Eastside; 6 on the Westside)
- 10 spaces in the Northeast corner Loso lot, (5 on the Northside; 5 on the Southside)
- 10 spaces at the Northwest corner of Badgley lot, wrapping around the Southwest corner of the greenhouse
- 8 spaces in the Inlow/ Ackerman lot

**Section F. Athletic Events.** Each faculty member is entitled to general admission, plus one, to every regular season home athletic event.

## **ARTICLE 15: RETIREMENT**

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

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

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

**Section B. Optional Retirement Plan.** Bargaining unit members participating in the Optional Retirement Plan will not have the six percent (6%) employee contribution picked up by Eastern Oregon University made to an IAP. The six percent (6%) employee contribution to the OPURP is picked up by EOU, except Tier IV.

**Section C. IAP.** Effective January 1, 2004, in lieu of paying the six percent (6%) employee contribution to PERS for PERS members, Eastern Oregon University will pay the six percent (6%) employee contribution to the employee's Individual Account Program (IAP) established under HB 2020.

Effective January 1, 2004, if the employee IAP account is declared invalid or is otherwise eliminated and a replacement is not available, then, effective upon the date of its invalidation or elimination, a corresponding general salary increase of six percent (6%) shall be paid to eligible employees, its equivalent, pursuant to the relevant chapter of law for governing PERS employee contributions.

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

In no case shall there be a six percent (6%) increase under both paragraph 2 and 3, above, of this Section.

The above provisions regarding the IAP and the six percent employee contribution are not applicable to members in the ORP.

**Section D. Newly Hired Faculty.** Bargaining unit members hired on or after July 1, 2014 who have never worked for another Oregon employer, are considered a Tier IV employee for OPURP or Tier III PERS/OPSRP.

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

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

The process of forming a tenure relinquishment agreement is initiated by submitting a Tenure Relinquishment form to the Dean or Director. The form will indicate that the faculty member has the right to support from AAP in preparing a proposal, if the faculty member requests it. A tenure relinquishment proposal is then developed, often going through a number of drafts, to assure that the agreement meets the needs of the University and the faculty member. After discussing possibilities and preferences, the Provost will prepare a final agreement that can be signed, further refined or forgotten. Once executed, the tenure relinquishment agreement can be amended by mutual agreement in writing.

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

**Section G. Post-Retirement Employment.** Bargaining unit members may apply to continue their employment with the University after the date of their retirement, consistent with the applicable rules and regulations of the PERS and OPURP systems.

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

It is the responsibility of the individual retiree to ensure he or she remains within the appropriate hours worked, 1039 under PERS, or 600 under OPURP, as directed by Federal and State rules and regulations.

## **ARTICLE 16: LEAVES OF ABSENCE**

**Section A. Sick Leave with Pay.** Members of the bargaining unit will receive sick leave credits of no less than 8 hours of sick leave for each full month of service or two hours for each full week of service of less than one month and be able to use them as provided by former OAR 580-21-040. Members employed .50 FTE or more will be credited a prorated amount. For the purposes of this article, OAR 101-010-0005(18) outlines the rules for domestic partners.

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

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

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

**Section C. Worker's Compensation.** Bargaining unit members will receive worker's compensation benefits as provided by former OAR 580-021-0040(8).

**Section D. Other Paid Leaves of Absence.**

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

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

**Section E. Unpaid Leaves of Absence.** At the discretion of the President, leaves of absence without pay may be granted to any bargaining unit member for the following reasons: (1) illness, (2) the desire to pursue or complete advanced training, (3) travel, and (4) appointment to a position elsewhere for a limited time, such appointment to serve the best interests of the University as well as those of the individual.

A military leave of absence shall be granted to any bargaining unit member for the duration of service with the U.S. Armed Forces. Upon honorable discharge, an employee has 90 days in which to apply for reinstatement, and must report to work within a six-month period specified in state and federal law. Bargaining unit members have the right to return to a position of equal rank and salary rating, without loss of security.

The University shall comply with all Federal and State laws regarding rights and privileges granted to bargaining unit members serving in the US Armed Forces, National



Guard and reserves. In the event of a conflict in the laws regarding the rights of bargaining unit members serving in the US Armed Services, the conflict shall be resolved in favor of the employee. The applicable state or federal law takes precedent.

**Section F. FMLA.** The University will abide by State and Federal laws concerning family/medical leave.

## **ARTICLE 17: PERSONNEL FILES**

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

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

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

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

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

## **ARTICLE 18: PROGRESSIVE SANCTIONS**

**Section A. Cause.** The University recognizes the importance of the principle of cause when considering the need to discipline a faculty member. The University shall adhere to the principles of progressive discipline and sanctions except when the severity of the alleged offense warrants more severe action such as threats of harm, violence, physical

altercations, irreparable harm to the University community, etc. This list is not intended to be exhaustive, but to be used as a reference. Any discipline shall be for cause.

While progressive discipline and sanctions shall be the core philosophy of the University, the actions described in sections C and D need not be sequential. Normally, corrective action will be progressive; however, sanctions may be initiated at any step in the process at the University's discretion, depending on the performance problem, the type of conduct, or the nature of the offense involved. Generally, more severe sanctions may be imposed in situations where there is immediate danger to the university community or an established history of disciplinary problems.

The University and AAP agree that cause will be defined as:

1. Conduct proscribed by former OAR 580-022-0045;
2. Failure to adhere to the reasonable rules and policies of the University; or,
3. Failure to perform the responsibilities of a faculty member, arising out of a particular assignment, toward students, toward the faculty member's academic discipline, toward colleagues or toward the institution in its primary educational and scholarly functions and secondary administrative functions of maintaining property, disbursing funds, keeping records, sponsoring activities and protecting the health and safety of persons in the institutional community. Evidence to demonstrate cause under this subsection may include, but is not limited to, evidence of incompetence, gross inefficiency, default of academic integrity in teaching, research, or scholarship, and intentional or habitual neglect of duty, illegal and or unethical activity, unexcused absence from assigned work.

**Section B. Exceptions.** Some allegations against faculty members must be investigated in accordance with applicable laws and guidelines, and in those cases, the procedures of this Article will be preempted by those laws. These include, but are not limited to, discrimination and harassment as proscribed by Title VII of the Civil Rights Act of 1964, sexual assault, sexual discrimination or harassment as proscribed in Title IX of Education Amendments of 1972, and mandatory reporting of abuse of minors (ORS 419 B.010). This Article shall apply to all other situations which may require disciplinary action or sanctions.

**Section C. Procedures Regarding the Imposition of Progressive Sanctions.**

Recognizing the importance of proper notice as it relates to corrective discipline, the parties agree that, unless exceptional circumstances are present, faculty members will be given explicit notice of any failure to adhere to Section A(1) in a meeting with their Dean/Director. The faculty member may, at their request, be joined in this meeting by a union representative.

Further, the parties agree that sanctions, when imposed, will progress for continuing violations of Section A(1). Normally, sanctions are intended to proceed in the following sequential order, except when the severity of the alleged offense warrants a more severe sanction: oral reprimand, oral reprimand with notation to the personnel file, written reprimand, temporary suspension from the assignment for which they are failing to meet professional obligations, suspension without pay, and discharge.

If a sanction has been imposed for a specific cause or causes, the University cannot subsequently add causes to that sanction. Other causes must be addressed by a separate sanction.

Any sanction process, once initiated, shall be limited in scope to the particular cause cited in that sanction.

Sanctions of oral reprimand with notation to file and greater shall include the following statement: "If you choose to contest this sanction you have the right to be represented by AAP. To receive AAP representation, you must file a grievance in accordance with Article 19 Grievances." The Union shall receive notice of the sanction from the Administration at this time. Failure to include this statement or provide notice to the Union will not void the underlying disciplinary action.

#### **Section D. Sanctions Available.**

1. Oral Reprimand. The sanction of oral reprimand may be imposed by the Dean/Director if he/she believes that there is cause to warrant the sanction and shall be imposed within ninety (90) calendar days of the appropriate Dean/Director's knowledge of the condition on which the sanction is based. Every effort should be made to follow an oral reprimand with a written letter of instruction to the faculty member outlining steps to correct behavior or improve performance. This will not become part of a faculty member's personnel file but a record that the oral reprimand was issued may be noted by the Dean/Director. Failure by the faculty member to address concerns raised by the oral reprimand and follow-up letter of instruction may form the basis of a subsequent sanction.
2. Oral Reprimand with Notation to File. The sanction of oral reprimand with notation to file may be imposed by the appropriate Dean/Director if he/she believes there is cause to warrant the sanction and shall be imposed within (90) calendar days of the appropriate Dean/Director's knowledge of the condition on which the sanction is based. Failure by the faculty member to address concerns raised by the oral reprimand with notation to file may form the basis of a subsequent sanction.

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

3. **Written Reprimand.** The sanction of written reprimand may be imposed by a Dean/Director if he/she believes a preponderance of the evidence supports the sanction. This sanction, when possible, shall be imposed within (45) days of the Dean/Director's knowledge of condition on which the sanction is based. The written reprimand will outline the behavior or performance that has been found to be unacceptable or unsatisfactory. If University rules or policies have been violated, those should be cited. It will also include: 1) expectations for future behavior or work performance; 2) any suggested or required remedial activities that the faculty member must undertake; and, 3) a description of any further disciplinary processes and sanctions that may be pursued if the faculty member does not improve or repeats the unacceptable or unsatisfactory behavior.

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

4. **Sanctions More Severe than Written Reprimand.** If the appropriate Dean/Director believes that a sanction more severe than a written reprimand is called for, a notice of intent to impose severe sanction shall be served personally or by certified mail (with return receipt requested) to the member's address of record. The notice shall contain a description of the alleged act(s) or omission(s), date(s), time(s), place(s), and proposed sanction. The notice shall also include a reminder of the faculty member's right to be represented by AAP, and the right to file a grievance in accordance with Article 19 Grievances. The faculty member shall be afforded an opportunity to refute such alleged acts or omissions or present mitigating circumstances to the Provost at a date, time and location set forth in the notice, which date and time shall not be less than seven (7) days from the date the notice is mailed. The faculty member may choose to forgo this meeting and submit a written response to the alleged acts or omissions. Such written response must be signed and dated by the faculty member and received by the Provost by close of business on the date set forth in the notice. Following the meeting or receipt of the written response, the Provost or designee will issue a final determination as to the proposed sanction within ten (10) days of the meeting or receipt of the written response.

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

5. Suspension. Suspension of a faculty member, with or without pay, during the investigation of a potential sanction is based on the severity of the allegation or if immediate harm to the member or others is threatened by the member's continuance. Notice of this action shall be provided to the faculty member in writing at the time of the suspension outlining the reasons for the suspension and proposed length. Where the suspension is without pay, the faculty member shall first be given an opportunity to rebut or mitigate the allegation underlying the suspension.

**Section E. Rights of Members.** The University shall conduct disciplinary conferences in private. Members shall have the right to AAP representation upon request.

## **ARTICLE 19: GRIEVANCES**

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

### **Section B. Definitions.**

1. The term "grievance" is defined as an allegation that there has been a violation, misinterpretation, or improper application of the provisions of this Agreement. The term "grievance" shall not include complaints related to matters of academic judgment.
2. "Grievant" means AAP or members of the bargaining unit alleging damage or injury by the act or omission being grieved.
3. "Day" means a day when classes or examinations are scheduled and held in accordance with the official academic calendar of the University, excluding Saturdays and Sundays. Summer Session days will not be counted as days for those members not employed during the summer session. The definition of "day" in this Article applies, unless mandated otherwise by federal or state statutory or regulatory requirements.

4. "Academic judgment" shall mean the judgment by faculty and administrators: 1. concerning academic standards, competence and performance as these relate to appointment, reappointment, promotion, tenure, or merit salary increases; and 2. concerning curricula and educational policy.

### **Section C. General Provisions.**

1. A grievant has the right of self-representation at any step in the grievance procedure and/or may choose to be accompanied by the Union's designated official.
2. If requested by Grievant, AAP has the right to be present at, and to participate in, any formal step in the grievance procedure, but shall not interfere with the right of self-representation.
3. A faculty member who is serving as grievance officer and files a grievance on his/her own behalf shall relinquish the role of grievance officer for the bargaining unit until dispute has been settled.
4. Time is of the essence in the presentation of grievances. The time limits provided below for the initial presentation of a grievance are measured from the date of the act, omission, or commencement of condition upon which the grievance is based; or from such later date that the member knew or reasonably should have known of the act, omission, or commencement of the condition upon which a grievance is based.
5. The parties may agree to modify the time limits in any step of the grievance procedure. Any agreement to modify the time limits must be in writing.
6. Failure to initiate a grievance, or to request review of a decision within the specified time limits, including any extensions thereof, shall be considered a waiver of the grievance or acceptance of the decision rendered at the previous step. Failure of the administration to communicate the decision on the grievance at any step within the time limits, including any extension thereof, shall allow the grievant to proceed to the next step.
7. No member may take a grievance to arbitration except with the approval and participation of the AAP.
8. All grievances which proceed to formal settlement procedures, all requests for review, and all arbitration actions shall be submitted on forms attached to this Agreement as Appendices A, B, and C, respectively; and shall be signed by the grievant.

9. If the matter being grieved relates to an act or omission by the Provost or the President, the grievance may be presented at Step Two or Step Three, utilizing the grievance form.
10. A grievance may be withdrawn by the grievant or Union at any time.
11. A grievance may not be presented under this Article for an act or omission which occurred prior to the effective date of this Agreement.
12. The University may refuse consideration of a grievance not filed in accordance with this Article.

#### **Section D. Presentation of Grievances.**

***Informal Procedure.*** The grievant and, if needed by the grievant to facilitate resolution, a member of AAP, may present the grievance to the administrator most directly concerned in an attempt to resolve the grievance informally. Such presentation must occur within twenty (20) days of the condition on which the grievance is based. The administrator or grievant may request a meeting within three (3) days of presentation to discuss the grievance, and such meeting shall occur within ten (10) days of presentation of the grievance. The administrator shall provide a written decision to the grievant within five (5) days of the presentation of the grievance or end of the meeting if one occurs.

***Formal Procedure.*** If the grievant chooses not to initiate the informal procedure, or the matter is not satisfactorily resolved by the informal procedure, the following formal grievance procedure may be invoked. In no event, however, will a grievance be presented more than forty (40) days after the act, omission, or commencement of the condition on which the grievance is based. This 40-day limit will begin upon return to campus for those members who are out of the country or are on an official leave of absence.

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

Upon request of either party, the appropriate Dean/Director shall meet with the grievant within ten (10) days of receipt of the Grievance Form. The Dean/Director shall send a decision in writing to the grievant, the AAP grievance officer and the AAP President

within ten (10) days of this meeting, or within ten (10) days of receiving the grievance form if no meeting is held.

**Step Two – Provost Level.** If the grievant is not satisfied with the decision at Step One, a request for review may be filed with the Provost within ten (10) days of date of the decision at Step One. The request for review shall be presented on the Grievance Review Form. Upon request of either party, the Provost or a designee shall meet with the grievant within ten (10) days of receipt of the request for review. The Provost shall send his/her decision concerning the grievance in writing to the grievant, the AAP grievance officer, and the AAP President within ten (10) days of such meeting or within ten (10) days of receiving the request for review if no meeting is held.

**Step Three – President’s Level.** If the grievant is not satisfied with the decision at Step Two, a request for review may be filed with the President or designee within ten (10) days of the date of the decision at Step Two. The request for review shall be presented on the Grievance Review Form. Upon request of either party, the President or designee shall meet with the grievant within ten (10) days of receipt of this request, and the President or designee shall send a decision in writing to the grievant, AAP grievance officer, and the AAP President within ten (10) days of such meeting or within ten (10) days of receiving the request for review if no meeting is held.

**Notice of Intent to Arbitrate.** If the grievant is not satisfied with the decision at Step Three, the grievant may give written notice to the President or designee of intent to proceed to arbitration by filing the Notice of Intent to Arbitrate Form. Notice of intent to arbitrate must be filed with the President of the University or designee within twenty (20) days of date of the decision at Step Three.

## **ARTICLE 20: ARBITRATION**

**Section A. Arbitration of Grievances.** If a grievance brought under Article 19 (Grievances) is not resolved at Step Three of that procedure, only AAP may submit the matter to arbitration. A Notice of Intent to Arbitrate Form must be filed according to Article 21 (Notices) within twenty (20) days of the date of the decision at Step Three. If no notice of intent to arbitrate is filed within the time limit, the right to arbitrate is thereby waived.

**Section B. Selection of an Arbitrator.** Within twenty (20) days of receipt of the notice of intent to arbitrate, the parties shall attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within twenty (20) days, the party initiating arbitration shall request the American Arbitration Association to submit a list of five (5) arbitrators from Oregon, Washington, and California-



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

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

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

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

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

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

**Section E. Arbitrability.** In any proceeding under this Article, the first matter to be decided is the arbitrator's jurisdiction to act. If arbitrability is in dispute between the parties, the arbitrator shall decide the question of arbitrability first. The issue of arbitrability may be raised with the arbitrator before the date of the arbitration or at the beginning of the arbitration. If arbitrability is in dispute between the parties, the arbitrator shall decide the question of arbitrability first. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time, or the scheduled date if the issue of arbitrability was brought to the arbitrator's attention before the hearing, provided that either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits delayed until such review is completed. Filing for such review shall occur at any time.

Upon concluding that the arbitrator has no power to act, the arbitrator shall not hear the matter or make any decision or recommendation regarding the merits of the issue.

**Section F. Authority of the Arbitrator.** The arbitrator derives his or her authority wholly and exclusively from the express terms of this Agreement. The arbitrator shall neither add to, subtract from, modify, nor alter the terms or provisions of this Agreement.

Except as otherwise provided in this section, the arbitrator shall have no authority to hear or decide any issue or grievance contesting an “academic judgment” as defined in Section B, Article 19 (Grievances). In cases involving “academic judgment” or other administrative judgment involving the exercise of discretion, the arbitrator shall not substitute his/her judgment for that of the faculty or the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the provisions of this Agreement have been followed. If the arbitrator determines that procedural steps have not been followed where an exercise of “academic judgment” or administrative discretion is involved, the arbitrator shall remand the matter to the appropriate official to be reconsidered in accordance with relevant procedural steps. In such case, the arbitrator may not direct that a member be reappointed, promoted, or awarded indefinite tenure. The arbitrator, however, may direct that the status quo ante be maintained until a judgment is made having properly followed appropriate procedural steps. If such an arbitration award results in continuing a member in employment beyond the time of the effective date of timely notice of nonrenewal of an appointment, the award shall also waive further timely-notice appointments; and with respect to a member whose timely notice is related to the last year before indefinite tenure must be granted (former OAR 580-021-0120 and 580-021-0125), any extension of an appointment will be deemed to be in accordance with former OAR 580-021-0130.

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

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

**Section G. Arbitrator’s Decision.** The decision of the arbitrator shall be final and binding upon the parties as to the issue submitted, provided that either party may seek to vacate the decision in accord with applicable law.

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

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

**Section H. Costs.** All fees and expenses of the arbitrator shall be borne by the party not prevailing in the arbitration. Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if any, shall be borne by the party calling the witness.

The cost of any transcripts required by the arbitrator shall be divided equally between the parties and each party shall be furnished a copy thereof. If either party wishes a transcript of the hearing, it may have one made at its own expense, but shall provide the arbitrator and the other party a copy at no charge.

Should a grievance be withdrawn after selection of an arbitrator, all charges by the arbitrator shall be paid by the withdrawing party unless the grievance is withdrawn pursuant to a settlement of the grievance.

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

## **ARTICLE 21: NOTICES**

Unless otherwise provided in this Agreement, the University and AAP will send all customary or required notices or communications either in person, to campus mailboxes, or by First Class U.S. Mail addressed as follows below. Email may be used, provided that a copy is delivered by the aforementioned means.

### **For the Union**

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

### **For the University**

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

## **ARTICLE 22: NO STRIKE/NO LOCKOUT**

The Associated Academic Professionals and its bargaining unit members agree to neither cause nor engage in a strike, slowdown, walkout, refusal to report to work, mass absenteeism, or other interruptions of work during the term of the Agreement or during the negotiations for a successor Agreement, unless the requirements of ORS 243.712 through 243.726 have been satisfied.

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

## **ARTICLE 23: TOTAL AGREEMENT AND SEVERABILITY**

The parties acknowledge that during the negotiations which resulted in this Agreement, the University and the Union had the unlimited right and opportunity, to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining; that all understandings and agreements negotiated are set forth in this Agreement; and that this Agreement constitutes the entire and sole agreement between the parties for its duration.

Each party, for the lifetime of this Agreement, agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

Nothing in this Article precludes mutual agreement of the parties to alter, amend, supplement, or otherwise modify in writing any of the provisions of this Agreement.

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

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

## **ARTICLE 24: NEGOTIATION OF SUCCESSOR AGREEMENT**

For the purpose of negotiating a successor agreement, the AAP will send written notice to the University no later than November 15 of the year prior to the expiration year of this Agreement specifying those new subjects or sections of this Agreement it proposes to negotiate. The University shall send written notice to the AAP no later than December 1 of the year prior to the expiration year of this Agreement specifying those new subjects or sections of this Agreement it proposes to negotiate. Those sections of this Agreement not opened by said notices or by subsequent mutual agreement shall automatically become a part of any successor agreement.

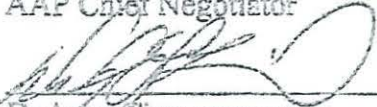
Following exchange of the above notices, the parties shall schedule a January meeting to begin negotiations.

ARTICLE 28: DURATION OF AGREEMENT

Effective the date of ratification by both parties reflected in this article and as reflected in the Preamble, this Agreement shall cover the term July 1, 2019 through June 30, 2022, unless specifically provided otherwise herein.

For AAP

  
Bryan Lally  
AAP Chief Negotiator

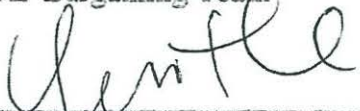
  
DeAnna Timmermann  
AAP President

  
Kevin Walker  
AAP Bargaining Team

  
Ashley Walker  
AAP Bargaining Team

  
Shaun Cain  
AAP Bargaining Team

  
Sarah Ralston  
AAP Bargaining Team

  
Linda Reed-Jerofke  
AAP Bargaining Team

For EOU

  
Thomas A. Insko  
President

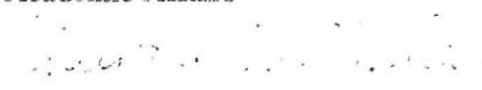
  
Sarah Witte  
Provost & Senior Vice President  
for Academic Affairs

  
Lara Moore  
Vice President for Finance and  
Administration

  
LeeAnn Case  
Director of Budget & Payroll

  
Chris McLaughlin  
Director of Human Resources

  
Angela Adams  
Academic Affairs

  
Christine M. Meadows  
Chief Negotiator

## APPENDIX A: SALARY MATRICES

### Salary Matrix

**September 16, 2019 through September 15, 2020**

Step	Instructor	Senior Instructor	Senior Instructor II	Asst Professor	Associate Professor	Professor
1	39,626		50,678	50,678		
2	40,022		51,185	51,185		
3	40,423		51,697	51,697		
4	40,827	44,070	52,214	52,214		
5	41,235	44,511	52,736	52,736		
6	41,647	44,956	53,263	53,263	58,568	
7	42,064	45,405	53,796	53,796	59,153	
8	42,485	45,859	54,334	54,334	59,745	
9	42,909	46,318	54,877	54,877	60,342	
10	43,338	46,781	55,426	55,426	60,946	
11	43,772	47,249	55,980	55,980	61,555	
12	44,210	47,721	56,540	56,540	62,171	
13	44,652	48,199	57,105	57,105	62,792	69,311
14	45,098	48,681	57,676	57,676	63,420	70,004
15	45,549	49,168	58,253	58,253	64,055	70,704
16	46,005	49,659	58,836	58,836	64,695	71,411
17	46,465	50,156	59,424	59,424	65,342	72,125
18	46,929	50,657	60,018	60,018	65,995	72,846
19	47,399	51,164	60,619	60,619	66,655	73,575
20	47,873	51,676	61,225	61,225	67,322	74,310
21			61,837	61,837	67,995	75,053
22			62,455	62,455	68,675	75,804
23			63,080	63,080	69,362	76,562
24			63,711	63,711	70,055	77,328
25					70,756	78,101
26					71,464	78,882
27					72,178	79,671
28					72,900	80,468
29					73,629	81,272
30					74,365	82,085
31					75,109	82,906
32					75,860	83,735
33					76,619	84,572
34					77,385	85,418
35					78,159	86,272

**APPENDIX A: SALARY MATRICES, *continued***

Salary Matrix						
September 16, 2020 through September 15, 2021						
Step	Instructor	Senior Instructor	Senior Instructor II	Asst Professor	Associate Professor	Professor
1	40,716		52,072	52,072		
2	41,123		52,593	52,593		
3	41,534		53,118	53,118		
4	41,950	45,282	53,650	53,650		
5	42,369	45,735	54,186	54,186		
6	42,793	46,192	54,728	54,728	60,178	
7	43,221	46,654	55,275	55,275	60,780	
8	43,653	47,121	55,828	55,828	61,388	
9	44,090	47,592	56,386	56,386	62,002	
10	44,531	48,068	56,950	56,950	62,622	
11	44,976	48,548	57,520	57,520	63,248	
12	45,426	49,034	58,095	58,095	63,880	
13	45,880	49,524	58,676	58,676	64,519	71,217
14	46,339	50,019	59,263	59,263	65,164	71,929
15	46,802	50,520	59,855	59,855	65,816	72,648
16	47,270	51,025	60,454	60,454	66,474	73,375
17	47,743	51,535	61,058	61,058	67,139	74,109
18	48,220	52,050	61,669	61,669	67,810	74,850
19	48,702	52,571	62,286	62,286	68,488	75,598
20	49,189	53,097	62,908	62,908	69,173	76,354
21			63,538	63,538	69,865	77,118
22			64,173	64,173	70,564	77,889
23			64,815	64,815	71,269	78,668
24			65,463	65,463	71,982	79,454
25					72,702	80,249
26					73,429	81,051
27					74,163	81,862
28					74,905	82,681
29					75,654	83,507
30					76,410	84,342
31					77,174	85,186
32					77,946	86,038
33					78,726	86,898
34					79,513	87,767
35					80,308	88,645

**APPENDIX A: SALARY MATRICES, *continued***

**Salary Matrix  
September 16, 2021 through June 30, 2022**

Step	Instructor	Senior Instructor	Senior Instructor II	Asst Professor	Associate Professor	Professor
1	41,530		53,113	53,113		
2	41,945		53,644	53,644		
3	42,365		54,181	54,181		
4	42,789	46,188	54,723	54,723		
5	43,216	46,649	55,270	55,270		
6	43,649	47,116	55,823	55,823	61,382	
7	44,085	47,587	56,381	56,381	61,996	
8	44,526	48,063	56,945	56,945	62,616	
9	44,971	48,544	57,514	57,514	63,242	
10	45,421	49,029	58,089	58,089	63,874	
11	45,875	49,519	58,670	58,670	64,513	
12	46,334	50,015	59,257	59,257	65,158	
13	46,797	50,515	59,849	59,849	65,810	72,641
14	47,265	51,020	60,448	60,448	66,468	73,368
15	47,738	51,530	61,052	61,052	67,132	74,101
16	48,215	52,045	61,663	61,663	67,804	74,842
17	48,697	52,566	62,279	62,279	68,482	75,591
18	49,184	53,091	62,902	62,902	69,167	76,347
19	49,676	53,622	63,531	63,531	69,858	77,110
20	50,173	54,159	64,167	64,167	70,557	77,881
21			64,808	64,808	71,262	78,660
22			65,456	65,456	71,975	79,447
23			66,111	66,111	72,695	80,241
24			66,772	66,772	73,422	81,043
25					74,156	81,854
26					74,897	82,672
27					75,646	83,499
28					76,403	84,334
29					77,167	85,178
30					77,939	86,029
31					78,718	86,890
32					79,505	87,758
33					80,300	88,636
34					81,103	89,522
35					81,914	90,418



## **APPENDIX B: COMPARABLE UNIVERSITIES**

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

**GRIEVANCE FORM**

Name(s) of Grievant: \_\_\_\_\_

Grievant's home address and phone number: \_\_\_\_\_

\_\_\_\_\_

Campus Address: \_\_\_\_\_

Campus Phone Number: \_\_\_\_\_

Campus Email: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

STATEMENT:

Informal Procedure invoked?  Yes  No

Relevant Articles: \_\_\_\_\_

Remedy sought:

Grievant's Signature: \_\_\_\_\_

Filing Date: \_\_\_\_\_

Filed with: \_\_\_\_\_

**GRIEVANCE REVIEW FORM**

**STEP TWO (Attach decision of Dean/Director):**

- Having been denied a satisfactory resolution or having not been responded to in a timely manner at Step One, I hereby move the grievance to Step Two of the grievance procedure for review by the Provost.
- I do not request a meeting. Please issue your written response to this matter within 10 days from today's date, \_\_\_\_\_ [Print date].
- I request a meeting. Please schedule a meeting with me to discuss resolution of this matter within 10 days from today's date, \_\_\_\_\_ [Print date].

**STEP THREE (Attach decision of Provost or designee):**

- Having been denied a satisfactory resolution or having not been responded to in a timely manner at Step Two, I hereby move the grievance to Step Three of the grievance procedure for review by the President.
- I do not request a meeting. Please issue your written response to this matter within 10 days from today's date, \_\_\_\_\_ [Print date].
- I request a meeting. Please schedule a meeting with me to discuss resolution of this matter within 10 days from today's date, \_\_\_\_\_ [Print date].

Signed: \_\_\_\_\_

**NOTICE OF INTENT TO ARBITRATE FORM**

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

\_\_\_\_\_, dated \_\_\_\_\_ which was not resolved satisfactorily at Step Three of the grievance procedure.

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

Name: \_\_\_\_\_  
Authorized Representative,  
Associated Academic Professionals  
Eastern Oregon University

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I hereby authorize the Associated Academic Professionals to proceed to arbitration with my grievance. I understand and agree that by filing this notice I hereby waive any rights concerning judicial review as a contested case under the Administrative Procedures Act (ORS Chapter 183) of the decisions rendered at prior steps of the grievance procedure. I hereby authorize the Associated Academic Professionals and the University, or their representatives, to use copies of material in my personnel file which are pertinent to this grievance and to furnish copies of the same to the arbitrator.

Grievant's name: \_\_\_\_\_

Grievant's signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

The University will not share (or direct others to share) for instructional purposes, course outline, lecture, examinations or other course materials without the written consent of the faculty bargaining unit member who created them. A faculty bargaining unit member is free to share their materials with others if they so choose.

**Eastern Oregon University**

**Associated Academic Professionals,  
AFT Local 6200**



Christine Meadows

11/7/19  
Date



Bryan Lally

11/7/19  
Date