

**COLLECTIVE BARGAINING
AGREEMENT**

between the

**EASTERN WASHINGTON UNIVERSITY
BOARD OF TRUSTEES**

and the

UNITED FACULTY OF EASTERN*

July 1, 2000 - June 30, 2004

***Affiliated with National Education Association and American Federation of Teachers**

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AGREEMENT

This is an agreement by and between the Eastern Washington University Board of Trustees (hereinafter “EWU” or “University”) and the United Faculty of Eastern/Washington Education Association/Washington Federation of Teachers (hereinafter “UFE”).

CHAPTER I.

General Provisions

A. Recognition.

The UFE is the official bargaining representative for those faculty who have or do designate it as their bargaining representative regarding matters of wages, hours, terms and conditions of employment. See Appendix I. The Board of Trustees will continue to recognize UFE as the elected bargaining representative for faculty as defined below. This section does not prevent individual faculty from approaching the Board of Trustees on matters of concern through whatever procedures the Board of Trustees in its sole discretion adopts.

B. History Of Recognition.

The Board of Trustees authorized the University to collectively bargain with the UFE regarding wages, hours and terms and conditions of employment pursuant to Motion # 6-13-94, dated June 10, 1994.

C. Definitions.

1. Academic Break Period: The period between the end of one quarter and the beginning of the next, as designated by the official University calendar.
2. Academic Quarter: Fall, winter, spring and summer quarters.
3. Academic Year: Fall, winter and spring quarters as designated by the official University calendar.
4. Adjunct Faculty: Faculty who are not members of the bargaining unit, persons appointed by the Board of Trustees to any of the professional ranks for which they have the professional qualifications or the equivalent. Adjunct appointments are made for a specified term. Normally, the adjunct faculty’s primary professional affiliation, if any, is outside the University, and compensation for services at the University is nominal and/or without stipend. Such appointments are not intended to replace regular part-time teaching appointments. Adjunct appointments are usually on an irregular basis and carry no promotion and tenure rights.
5. Administrators: All employees of the University charged with developing and implementing policies of the University.

6. Candidate Portfolios: These files contain materials used for Tenure, Promotion, General and Special Merit Consideration. They are available to the University committees or individuals responsible for making these decisions. The materials submitted by a candidate in support of the application are kept temporarily in the Dean's office and are returned to the candidate once a final decision is made.

7. Chief Academic Officer: Provost/Vice President for Academic Affairs.

8. Contract Year: Fall, winter and spring quarters or two (2) such quarters and a contiguous Summer Session equivalent to a quarter in load and salary.

9. Day: Calendar days during an officially scheduled academic quarter, unless the deadline is five (5) days or less, in which case days means business days. Official University holidays and days occurring within the academic break periods are excluded.

10. Faculty: Full-time teaching faculty, Professional Librarians, Special Faculty as set forth in Appendix I, and Administrators who hold faculty rank.

11. Files:

11.1 Applicant Files: Confidential files containing materials received prior to appointment, including confidential recommendations. These files are kept in the office of the Dean for a period of three (3) years, at which time they are destroyed.

11.2 Faculty Academic Personnel Files: Official files of special, probationary and tenured faculty are maintained by the office of the Chief Academic Officer.

11.3 Faculty Personnel Files: Copies are maintained in the appropriate dean's and departmental offices. They contain an updated vitae, annual reports as submitted to the dean, copies of all communications with the faculty member regarding appointment and contract, payroll action forms, transcripts, and hiring forms; the Chair's and Department of Personnel Committee's annual letters of evaluation of non-tenured faculty; faculty activity plans; letters of commendation and/or letters critical of a faculty member, which shall be sent to the faculty member at the time the letter is placed in his/her file.

11.4 Grievance Files: These files are maintained by the Chief Academic Officer and are confidential.

11.5 Medical Files: All medical files, including accommodation plans and physician's statement are maintained in a separate file in the Benefits Office. These files are confidential.

12. Full-Time Faculty: A faculty member with rank or special faculty whose academic responsibilities are 50% or greater for the academic year, as defined in Chapter I.F. of this Agreement.

13. Part-Time Faculty: A faculty member whose appointment is less than full time for the contract period. Part-time faculty are not members of the bargaining unit.

14. Plans:

College Plan: Each College will adopt a plan to serve as an operational guide for the College to fulfill the University's Mission and Operating Plan. The College plan will set forth the academic organization of the College, describe unique characteristics and procedures, and shape college assessment and strategic planning.

Department Plan and Activities: Each department will adopt a plan designated to implement the College Plan and the University's Mission and Operating Plan. The Department Plan will set forth the academic organization, including features or procedures unique to the Department and serve as a guide for departmental operation and planning.

Faculty Activity Plan: A written plan and evaluative criteria setting forth the faculty member's responsibilities for teaching, research/scholarship/creative activity, service and professional development as appropriate to his/her appointment.

Mission and Operating Plan: The document that sets forth the goals, objectives and aspirations of the University as approved by the Higher Education Coordinating Board and the Board of Trustees and the plan for implementation.

15. President's Cabinet: The President's Cabinet meets approximately twice a month to address and make policy recommendations. Members include the president, the vice presidents, the deans, the presidents of the Faculty Organization, the Associated Students, the UFE and the Washington Federation of State Employees, Local 931.

16. Promotion: The awarding of higher academic rank from a lower academic rank to a faculty member by the Board of Trustees.

17. Retention: A reappointment to a full-time or part-time faculty position.

18. Special Faculty: Lecturer, senior lecturer, faculty in residence, visiting assistant professor, visiting associate professor, visiting full professor, associate, senior associate, clinical associate, senior clinical associate, library associate, senior library associate and coach.

19. Tenure-Track Appointment: A ranked faculty appointment by the Board of Trustees that is probationary in nature and makes the holder eligible for consideration for tenure.

20. Tenured Appointment: A ranked faculty with a continuous appointment by the Board of Trustees to a full-time teaching or professional librarian position whose services shall not be involuntarily terminated except for just cause, reduction in force and/or severe financial crisis.

D. Statement Of Academic Freedom And Tenure, 1940 Statement Of Principles.

The Statement of Academic Freedom and Tenure, 1940 Statement of Principles has been adopted as a basic guideline for University policies by action of the Board of Trustees. See Appendix II.

E. Ethics.

The Statement of Professional Ethics as adopted by the AAUP June 1987 has been adopted as a basic guideline for University policies by action of the Board of Trustees. The principles of professional ethics shall be upheld by all members of the University community. See Appendix III.

F. Academic Workload, Other Professional Responsibilities, And Summer Session.

1. Average Teaching Workload. The standard average teaching workload for faculty is thirty-six (36) credits per academic year to be realized as a university-wide average. Workloads for tenure and tenure-track faculty should not exceed an academic year average of twelve (12) contact hours of teaching per week. The standard teaching workload may not be realized by each individual faculty member. Variances from the thirty-six (36) credit standard will be due to accreditation requirements; assigned time for administrative responsibilities, extraordinary research and service activities; instructional modes peculiar to a discipline; or appointment as Special Faculty [see CBA I.F.(2)]. Workload for library faculty shall be as specified in the Library's plan. All faculty are expected to be current in their field or discipline and maintain methods of professional practice or performance.

2. Special Faculty Teaching Workload. Workload for Special Faculty will not exceed an academic year average of fifteen (15) contact hours of teaching per week. Workload consists solely of instruction. The average teaching load for special faculty will be forty-five credits not to exceed sixteen (16) contact hours of teaching per week. Special faculty are not expected to advise students, to engage in research and creative activity or to assume administrative and committee responsibilities. College and department plans may allow for a reduction in teaching load to enable special faculty to participate in department service activities as appropriate.

3. Teaching Responsibilities. Each faculty member is responsible for meeting all scheduled classes. Each faculty member is also responsible for planning, organizing and informing students of the course content, texts, readings, assignments, attendance regulations and methods of evaluation including grading scales. Faculty are responsible for scheduling and attending office hours to meet the needs of students as identified in department plans. They are also responsible for turning in grades according to the deadline established by the registrar's office.

4. Advising. Tenure and tenure-track faculty are expected to advise students who are declared majors in their department on department, college and university requirements and career opportunities in their disciplines.

5. Scholarly and Service Responsibilities. Tenure and tenure-track faculty are also expected to engage in scholarly research and/or creative activity and serve on departmental, college and university committees and provide service to the community and discipline, in addition to instructional assignment. Specific activities and goals are a part of the faculty activity plan.

6. Teaching Assignments. Shifts in enrollment and departmental needs necessitate some flexibility in making teaching assignments. Faculty will normally receive teaching assignments for the following academic year by May 1.

7. Administrative and Committee Responsibilities. Administrative duties may be scheduled as part of a faculty member's regular duties. Faculty are expected to participate in department, college and university committees as defined in the departmental and individual faculty activity plans.

8. Overload and Extension Teaching.

(a) Occasionally the need occurs to engage faculty members in extension or overload teaching activities in addition to their normal duties at the University. In order to assure that these overload teaching activities do not impinge upon or serve as a detriment to the regular duties of the faculty, extension and overload teaching should be of a non-recurring nature and should not exceed the equivalent of one (1) five-credit course per quarter for faculty who have reached their maximum workload. Waivers for additional overload teaching may be granted by the appropriate dean.

(b) Faculty who have been given assigned time for administrative activities may not receive overload for teaching without the approval of the Chief Academic Officer. Faculty members may teach up to five (5) credits per quarter of overload or extension teaching only after they have been scheduled for the normal teaching load as defined under faculty teaching load. A faculty member may not be paid overload pay for a class for which they have been given release.

9. Summer Session.

(a) The Chief Academic Officer or designated agent shall have the authority to appoint the faculty and staff members who teach during the summer session and shall set the salary and terms of the appointment subject to approval of the Board of Trustees within the budgetary limitations allowed proportionate to the teaching load (10 credits being a full load) and to faculty members' academic year base salary (22% of pay). Faculty teaching in the summer session shall abide by the teaching responsibilities as defined in this contract.

(b) Faculty may be assigned to a summer term as part of their normal contract year only if it is their preference and with the approval of the department and the dean, or if a severe financial crisis exists. The faculty member shall teach ten (10) credits during the summer term. Teaching assignments for faculty assigned to a summer term, as part of their normal contract year, will be counted toward the department's allocation of summer teaching. In order not to adversely affect the summer teaching options of other department members, departments in which faculty are assigned to a summer term as part of their normal contract year are encouraged to develop off-allocation and supplemental summer courses.

(c) During the period between the end of the summer session and the beginning of the fall quarter, the faculty member shall complete a special work assignment for the faculty member's college. The assignment shall be agreed to by the faculty member, the department chair and the dean, and may include advising, orientation, research or other

responsibilities. This assignment is for a two-week period. A faculty member assigned to a summer term as part of the normal contract year may choose to limit summer duties to teaching only. The faculty member would then receive eight-ninths of the academic base year salary.

(d) Faculty will be paid consistent with University pay policies, state statutes and regulations. Payment must be made in the quarter earned.

(e) All arrangements for faculty assigned to a summer term as part of their normal contract year shall take the form of a written agreement specifying summer course assignments, responsibilities and time period for the special work assignment, and pay schedule. This agreement shall require the signatures of the faculty member, the department chair and the dean.

10. Instructional Modes.

(a) Lecture: The primary classroom emphasis is placed upon the instructor's delivery, presentation and/or interpretation of the subject matter with little or no active student contribution to class sessions.

Course Level:	100/200	300/400	500
Minimum:	15	12	8
Maximum:	50-100	40-100	25-50

(b) Lecture/Discussion: The classroom interpretation and assimilation of subject matter is partly developed through student discussions and partly guided by lectures and/or explanations of the instructor.

Course Level:	100/200	300/400	500
Minimum:	12	7	5
Maximum:	50	20-40	15-25

(c) Conference: The primary classroom emphasis is placed upon student interpretation developed through discussions. Discussions are guided primarily by the instructor's questions, selection and arrangement of topics. Topics may be presented by students.

Course Level:	100/200	300/400	500
Minimum:	12	7	5
Maximum:	20-25	15-20	10-20

(d) Demonstration/Performance: The primary classroom emphasis is placed upon the student's development of a skill or procedure demonstrated by the instructor.

Course Level:	100/200	300/400	500
Minimum:	12	7	5
Maximum:	20-40	15-20	10-20

(e) Individual Instruction: Usually limited to one (1) enrolled student. Credit is restricted to thesis, graduate research project and courses numbered –99 that are required in a program or major.

$$\text{Faculty Credit} = 0.2 \times \text{CR}$$

(f) Instruction Unique to Specific Disciplines: There are a few courses unique to specific disciplines which do not conform to Instruction Modes A through E. For these courses, deans in consultation with department chairs and the Chief Academic Officer, will determine class size criteria and devise methods to equitably calculate course teaching credits. The rationale for inclusion within this category, as well as criteria for course size and teaching units, must be approved by the unit dean and the Chief Academic Officer.

11. Administration. Each academic unit and department has the responsibility of allocating its resources in a prudent manner. Each course within a department should be categorized by mode, level and class size. This policy should be approved by the unit dean.

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

(a) Exceptions to maxima:

(i) Unanticipated over-enrollments which cannot be resolved by adding sections when failure to over-enroll would represent a substantial hardship to students.

(ii) When large lecture sections break down into smaller laboratory or recitation sections for at least 20% of the students' classroom contact

(iii) When tutoring assistance is specifically arranged for the enrollments involved.

(iv) When unanticipated faculty reductions due to illness, death and so on, create a temporary necessity for large sections which cannot be avoided by other means.

(v) When classroom space availability is limited and large sections cannot be avoided by other means. This can happen through temporary activities such as building remodeling, or for unanticipated reasons such as structural damage resulting from fire, flood, earthquake or windstorm.

(b) Exceptions to minima:

(i) When due to cross-listings or some similar arrangement, two (2) or more courses are actually taught as one and are credited to the instructor as one course.

(ii) Whenever a small laboratory or recitation section of a larger lecture section cannot be eliminated by shifting students to unfilled larger sections, and when such laboratory or recitations section represents 50% or less of the credit value of the class (lecture plus lab/recitation).

(iii) When a new course is offered for the first or second time.

(iv) When a low enrollment course is a specific graduation requirement, necessary for degree progress, or when elimination of the course would unduly delay expected graduation.

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

12. Technical Limitations of Minima and Maxima as Decision Criteria. The minima and maxima discussed above are fundamentally intended as guidelines for generalized administration responses to program plans on a departmental and interdepartmental basis. It is clear that strict adherence to these guidelines will not provide a suitable practical basis for decisions to reconcile cost efficiency and intellectual needs of either students attending EWU or citizens residing in the surrounding region.

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

(a) When sections of a certain group of courses satisfying general educational requirements have low enrollments, the whole class of offering should be reviewed and a scheme for reducing the number of sections should be devised. When courses essential for progress in a major field of study have low enrollments, the dean and department chair should verify that sufficient alternative courses are offered for normal progress and that surplus offerings are scrupulously avoided. When section enrollments tend to press maxima, the number of sections should be increased.

(b) The unit dean, in cooperation with the appropriate department chair, remains responsible for making decisions which reconcile the divergent demands of quality standards, student needs and cost efficiency.

(c) The major and minor programs which are essential to the integrity of a liberal arts institution must not be subject to cancellation or suspension due to low enrollments. In addition to assuring major and minor programs, the application of standards for minimum class sizes should be sufficiently lenient to encourage variety in the offerings which satisfy general educational requirements, to permit departments to offer courses which are needed to complement the major programs of students in other departments, and to enable innovations and experimentation.

14. Study Regarding Instructional Modes and Class Size. The University and UFE agree to jointly conduct a study during the 2000-01 academic year to examine such issues as class size, allocation of time, teaching modes and to add or delete modes as needed. Recommendations will be made for the purpose of amending this section of the CBA.

CHAPTER II.

Academic Organization & Appointment, Assignment, Rank and Promotion

A. Principles.

1. General. The University's academic organizational structure should reflect and promote the educational goals and programs of the University. It is based upon a multidimensional framework, recognizing different organizational needs of various units, yet providing for equitable consideration of all programs within institutional goals and policies.

(a) The primary effort of administration should be to facilitate the work of the teaching faculty and students and the educational needs of our service area.

(b) The organization should reflect the major commitments of the University and permit implementation of decisions about University program directions.

(c) Structure and procedures should provide every faculty member with:

(i) An opportunity for maximum professional development within the given resources of the University;

(ii) An effective role or representation in the selection and evaluation of academic administrators; and

(iii) A clear understanding of the conditions of employment, particularly the regulations governing retention, tenure and promotion.

2. Organizational Structure. The University organizational structure and mechanisms are in a process of continuing negotiations and adaptation, responding to the emerging or changing conditions affecting the University's mission and activities.

(a) As program goals and external conditions change, University organization and related procedures must also make appropriate corresponding changes.

(b) In order to facilitate necessary change, overly complex and restrictive organizational arrangements or procedures will be avoided. Institution-wide policies governing instruction and personnel will therefore be broad-gauged and generally applicable to all instructional units and will be drafted in such a manner as to provide reasonable flexibility for the academic sub-units charged with operation under them.

(c) A key part of the developmental style must be continuous (annual) review of all unit goals and performance, in reference to the changed environment in which the University and its sub-units operate.

3. Shared Responsibilities. In formulating all University policies, procedures and structures the assumption is made that the faculty member is highly professional in the faculty

member's area of expertise. Thus, it is further assumed that the faculty member is capable of making individual, as well as collective, decisions with fellow professionals concerning matters of instruction, professional conduct and conditions of professional employment and reward. Therefore, the academic administration of the University shall be based upon the principle of shared responsibility in governance. Organizational procedures will place decision accountability as close as possible to the most adequate and appropriate source of expertise and information, and provide for specific evaluation and review of all operations.

(a) The structure should promote effective and efficient management as directly and simply as possible.

(b) Every program unit (departments, centers, colleges, schools, etc.) will prepare explicit goal statements which will be reviewed regularly, both for consistency with institutional goals and for relationship to program productivity.

(c) Definitive statements of administrative responsibility and accountability at all levels will be prepared and adopted.

(d) Academic administrative assignments will be for specific terms.

(e) The faculty shall exercise a strong voice in the selection of academic administrative personnel. This voice may be expressed formally in various ways, depending upon the specific circumstances and the relationship of the position to individual faculty concerns. Appointments will be made by the president of the University, upon recommendations by the Chief Academic Officer and subject to confirmation by the Board of Trustees.

4. Role of Departments and Colleges.

(a) Development of College and Department Plans. Each college shall develop a plan that is consistent with the University mission. The college plan, upon approval by the faculty of the college, is forwarded to the Chief Academic Officer for final approval. Each department or other academic unit shall develop a department plan that is consistent with the respective college plan and mission. See Appendix VIII. Hereafter, departments will refer to department or academic unit as appropriate. Departments consider and formulate their goals and make decisions about how to use their resources to accomplish these goals. This department plan, upon approval by the faculty of the department, is submitted to the dean for preliminary approval and forwarded to the Chief Academic Officer for final approval. Chief Academic Officer approval does not imply approval or disapproval of individual faculty activity plans as defined below.

(b) Department and Program Assessment Plans.

(i) All academic departments and programs shall formalize proposed outcomes measurement activities in a department/program assessment plan. Each plan will have aspects that are unique, reflecting the individual character of the academic program concerned as well as the specific informational needs of the program faculty. Every plan shall include comprehensive measures of student competency in the major. Assessment plans are part of department plans.

(ii) A copy of the department/program assessment plan shall be filed with the college dean and the office of academic assessment.

(iii) The method of assessing departmental progress on its plan will be created by each department and included within that plan. Department plans and department assessment plans will be an integral part of the program review process.

B. Faculty Activity Plans.

1. The faculty member's responsibilities (teaching, research/scholarship/creative activity and service) will be determined based on the department plan. One purpose of the department plan is to establish the criteria to evaluate faculty for retention, tenure, and promotion and post-tenure faculty activities.

2. Teaching will remain the primary function of faculty members at EWU; however, departments may need faculty who can fulfill a variety of roles and not all faculty will have the same roles in a department.

3. Faculty Activity Plans.

(a) Each faculty member shall, in consultation with the department personnel committee (DPC) and the department chair, prepare a faculty activity plan specifying areas of activity over the following three-year period. Such plans shall have been prepared and approved no later than the conclusion of the first academic quarter of the three-year period of activity covered by the activity plan.

(b) The plan shall be consistent with the department, college and University mission and the Collective Bargaining Agreement and shall include all areas of professional activity and development and expected performance, e.g., quantity and quality of instructional responsibility, scholarly/research/creative activity plans; service involvement; and any other expectations as required by departmental or college plans.

(i) Activity plans may allow for the adjustment of planned activities among the categories of expected performance, as consistent with department, college and University mission, but shall present an overall equitable workload as the basis for the evaluation and approval of the plan and as the basis for the evaluation of the faculty member's performance in relation to the plan.

(ii) Where the activity plan is intended by the faculty member to lead to tenure and/or promotion the plan shall so state. Activity plans intended to lead to tenure decisions shall require the approval of the Chief Academic Officer or designee.

(iii) All faculty activity plans shall be reviewed by the appropriate dean for consistency with department/college plans and equitable distribution of workload expectations within the department and college. At the option of the college, as expressed in the college plan, the college personnel committee may also review faculty activity plans for these same purposes.

(c) Review of faculty performance in relation to the activity plans shall occur at a minimum on a three-year basis as required by the Northwest Association of Schools and Colleges. See Appendix IX. Department and/or college plans may require review more often. The standard cycle of annual review for tenure-track faculty members during the first three (3) years of employment at EWU shall continue.

(i) Reviews of faculty performance in relation to their individual faculty activity plans shall be conducted separately by the DPC and the department chair based on materials submitted by the faculty member relating to activity since the last three-year review.

(ii) The materials submitted shall include a current vita, description of the instructional workload, evidence of teaching effectiveness, scholarship/research/creativity activity, and service as defined by the department and college plans and such additional materials as the faculty member chooses appropriate to the faculty activity plan.

(iii) The DPC and department chair shall prepare separate evaluations of, and where appropriate, recommendations for, each faculty member. The DPC and the chair shall review each other's evaluations and seek to work out such differences as are present.

(iv) The DPC and department chair evaluations and recommendations, together with the materials submitted by the faculty member, shall be forwarded to the appropriate dean for review.

(d) Based on the evaluation and recommendations contained in the three-year review, each faculty member shall prepare a new faculty activity plan in the same manner and with the same contents as specified in this chapter.

(i) Where recommended by the DPC or department chair and approved by the Dean, the faculty member's new faculty activity plan shall include plans and processes for improvements in specified areas of activity.

(ii) Where recommended plans and processes for improvements in specified areas of activity are included in a new faculty activity plan, the faculty member shall receive reasonable support and assistance in accomplishing the new plan.

4. The faculty activity plan(s) for lecturers and faculty associates will be used for retention, promotion and merit.

5. To establish a system of mutual accountability each level of decision-making must establish and state goals for planning, clear criteria for evaluation, mutually accepted measures of performance and easy access to appeals and reconsideration. This approach emphasizes the importance of coordinating planning, recruiting, hiring, tenure, promotion, merit, assessment and program evaluation. To accomplish this, departments and colleges/university library must set forth the standards and criteria on which faculty are to be evaluated and reviewed. Department and college personnel committees will serve an important advisory role such that disagreements between faculty, committees, chairs and deans are addressed fairly and expeditiously.

6. The procedure for phasing in this policy will include the opportunity for current faculty to renegotiate their expectations for tenure and/or promotion. Those who do not wish to change their current expectations for tenure and promotion may choose not to do so.

7. Implementation of the Faculty Activity Plan process for Academic Year 2000-2001.

(a) The Faculty Activity Plan process shall be implemented during Academic Year 2000-2001. This paragraph shall supercede the timeline provisions for preparation of Faculty Activity Plans in Chapter II.B.3 for Academic year 2000-2001 only.

(b) By the end of Fall Quarter 2000 colleges/schools shall have completed revisions of the college/school plan as required by changes to the Collective Bargaining Agreement.

(c) By the end of Winter Quarter 2001 department and individual Faculty Activity Plans shall be completed through the department level of review.

(d) By the end of Spring Quarter 2001 department and individual Faculty Activity Plans shall be completed through all required levels of review for the respective plans. Individual Faculty Activity Plans completed during Academic Year 2000-2001 shall be effective beginning Fall Quarter 2001 and shall cover the ensuing three-year period.

(e) This process of development for individual Faculty Activity Plans does not supercede the normal processes of plan development and review specified elsewhere in the Collective Bargaining Agreement for faculty who have not yet achieved tenure status.

C. Department Chair.

1. Responsibilities of the Department Chair. The department chair is a member of the faculty and the bargaining unit and is the chief administrative officer of the academic department. In general, the responsibilities of the chair are to provide effective leadership and management in the operation of the department. Specific roles and responsibilities of the department chairs are part of the College Plans. Chairs may not initiate a grievance regarding matters arising from their duties and responsibilities as chairs.

2. Process for Recommendation and Appointment. All department chairs shall be nominated by election by their respective departments and recommended for appointment to the Chief Academic Officer by their college dean. Chairs should receive adequate training for their position.

3. Term. Chairs will be nominated by their departments for a term which will normally be four (4) years in length. The department recommendation moves through the University hierarchy (dean to Chief Academic Officer) for review and recommendation, then to the Board of Trustees for confirmation. At any one of these levels the recommendation may be rejected and the individual and department will be supplied with reasons and evidence upon which the decision was based. A person appointed as department chair normally shall have

attained tenure at EWU. The initial date of appointment for new department chairs will be either July 1 or September 1, based on procedures established within each college.

4. Evaluation of Chair's Performance. Department chairs shall be reviewed annually. That review will be conducted by the dean. Faculty will evaluate the chairs at least every two (2) years. The chair will be reviewed based on the performance of duties and responsibilities assigned through the college and departmental plans. The results of the review will be shared with the department chair. If needed, a plan will be developed jointly by the dean and the chair for improvement. Based on evaluation of performance, the chair may be removed by the dean or the department may indicate an advisory recall vote of the chair. The dean shall conduct the vote in the department. The chair may resign at any time.

D. Faculty Status.

1. Faculty status shall adhere to all whose primary responsibilities and assignments related to academic instruction. Faculty members may also perform other duties such as administration, advising and research. Faculty status shall include the following categories:

- (a) Teaching and Research Faculty.
- (b) Professional Librarians.
- (c) Special Faculty.
- (d) Administrators with faculty rank.
- (e) Emeritus Faculty.

E. Qualifications for Rank: Teaching Faculty.

1. Original (Initial) Appointment Tenure-Track Appointments.

(a) As a general policy, new appointments will be made at the rank of assistant professor. A new appointment can be made at the rank of associate professor if the candidate meets the paper qualifications for the rank and the application has the support of the department chair and DPC.

(b) Original appointment of candidates who do not meet the paper qualifications at the rank of associate professor and all original appointments at the rank of full professor may be approved (upon recommendation of the college personnel committee) only when the candidates possess outstanding qualifications which are essential for carrying out an effective program.

(c) All candidates are expected to provide, either through professional experience or graduate experience, evidence and continuing potential for:

(i) Excellent teaching which commands the respect of faculty and students.

(ii) Important professional contributions of local, state or national significance.

(iii) Superior scholarship.

2. Assistant Professor. A doctorate degree is normally required. A faculty member without the doctorate or terminal degree appropriate to the appointment, is required to have a master's degree and at least three (3) years of successful professional experience. Teaching faculty who have this rank shall not have yet attained tenure status. In addition to the minimal rank criteria stated in 1.(c) above, Colleges and Departments have established additional criteria for appointment and promotion to this rank.

3. Associate Professor. A doctorate degree, or a terminal degree appropriate to the appointment, and six (6) or more years of successful professional experience are normally required. A faculty member without the appropriate terminal degree may be appointed to the rank of associate professor only in exceptional cases and where expertise in his/her field is clearly equivalent or superior to that associated with the doctorate or terminal degree. Of those with associate professor rank after July 1, 2000, only those initially hired in at this rank might not have yet attained tenure status. In addition to the minimal rank criteria stated in 1.(c) above, Colleges and Departments have established additional criteria for appointment and promotion to this rank.

4. Full Professor. A doctorate degree, or a terminal degree appropriate to the appointment, and ten (10) years of successful professional experience are normally required. A faculty member without the appropriate terminal degree may be appointed to the rank of professor only in exceptional cases and where expertise in his/her field is clearly equivalent or superior to that associated with the doctorate or terminal degree. Of those with associate or full professor rank after July 1, 2000, only those initially hired in at this specified rank might not have yet attained tenure status. In addition to the minimal rank criteria stated in 1.(c) above, Colleges and Departments have established additional criteria for appointment and promotion to this rank.

5. Emeritus. Tenured faculty who are eligible for retirement under University Policies and Procedures subtopic 610-040 and who are recommended by the Personnel Committee of his/her employing department, the department chairperson representing the faculty, the dean of his/her college, the Chief Academic Officer and the president may be awarded emeritus status by the Board of Trustees in recognition of service to his/her department, college or the University. The president has the right to independently recommend to the Board of Trustees the award of emeritus status.

6. Professor of the University. The Board of Trustees may designate as "professor of the University" an individual who holds the academic rank of professor and who wishes to relinquish full-time teaching or administrative responsibilities after a period of outstanding service and to assume reduced duties. The Board of Trustees will annually establish the salary of such persons in accordance with their assigned duties.

7. Professional Librarians.

(a) The professional library staff shall have faculty status and equivalent rank (Librarian I, II, III, IV), but contract appointments may differ from those of other University faculty in length of appointment (10 or 12 months/year), salary and vacation periods in accordance with the needs of the University and the normal practices of the profession.

(b) As a general policy, new appointments will be made at the rank of Librarian II. A new appointment may be made at the rank of Librarian III, if the candidate meets the paper qualifications for the rank, and the application has the support of the dean and the Library Faculty Personnel Committee.

(c) Original appointment of candidates who do not meet the paper qualifications at the rank of Librarian III and all original appointments at the rank of Librarian IV may be approved upon recommendation of the Library Faculty Personnel Committee and only when the candidates possess outstanding qualifications which are essential for carrying out an effective program.

(d) All candidates are expected to provide, either through professional experience or graduate experience, evidence of and continuing potential for:

(i) Excellence in professional performance of assigned responsibilities;

(ii) Superior professional activity, research, scholarship and/or creative activity;

(iii) Important contributions to University governance, service and mission.

(e) Qualifications for Rank of Library Faculty.

(i) Librarian I. A master's degree in librarianship (or an appropriate fifth year degree) shall normally be expected.

(ii) Librarian II. A master's degree in librarianship and at least three (3) years of successful professional experience shall normally be required. Library faculty holding this rank shall not have yet attained tenure. In addition to the minimal rank criteria stated in 7.(d) above, the Library has established additional criteria for appointment and promotion to this rank.

(iii) Librarian III. A second master's degree or the doctorate in librarianship or equivalent degree, and six (6) years or more of successful professional experience shall normally be required. A faculty member lacking the doctorate, equivalent degree, or second master's degree shall have at least nine (9) years of successful professional experience. This is the lowest rank at which tenure may be awarded. Of those with Librarian III rank after July 1, 2000, only those initially hired in at this rank might not have yet attained tenure

status. In addition to the minimal rank criteria stated in 7.(d) above, the Library has established additional criteria for appointment and promotion to this rank.

(iv) Librarian IV. The doctorate in librarianship, an equivalent degree, a second master's degree, or other terminal degree appropriate to the field, and ten (10) years successful professional experience shall be required. A library faculty member lacking the doctorate or second master's degree may be appointed to the rank of Librarian IV only in exceptional cases and where expertise in his/her field is clearly equivalent or superior to that associated with the doctorate or second master's degree. Of those with Librarian IV rank after July 1, 2000, only those initially hired in at this rank might not have yet attained tenure status. In addition to the minimal rank criteria stated in 7.(d) above, the Library has established additional criteria for appointment and promotion to this rank.

8. Qualifications for Special Faculty Titles.

(a) Lecturer. This title will generally be assigned to faculty with teaching responsibilities. A Master's degree shall be expected for this rank. Exceptions should be rare but may be made on the recommendation of the department and with approval of the dean. This is not a tenurable position.

(b) Senior Lecturer. This title may be awarded after six (6) years of successful teaching at the rank of lecturer and following the process for evaluation as specified in the Department Plan. This is not a tenurable position.

(c) Associate. (Clinical, research or library.) This title will normally be assigned to faculty who primarily support research or clinic operations, or whose responsibilities are primarily non-teaching (coach). This is not a tenurable position.

(d) Senior Associate. (Clinical, research or library) This title may be awarded following six (6) years of successful employment at the rank of associate and following the process for evaluation as specified in the Department Plan. This is not a tenurable position.

(e) Faculty in Residence. (Scholar in residence, visiting professor, Associate Professor or Assistant Professor) These titles may be granted to individuals of exceptional qualifications brought to the institution to provide a short-term enhancement for a program. These are not tenurable positions, but faculty in residence may be reappointed following the process for evaluation as specified in the Department Plan.

9. Others.

(a) The Academic Professional Staff shall generally include those whose positions and duties:

(i) require special professional preparation as measured by academic qualifications and experience, and

(ii) involve the individual in instructional, counseling or research relationships to students or academic faculty members, but do not assign the person to regular

academic instruction. The salary scale and work schedule for each category of the academic professional staff will be established in accord with prevailing standards for the type of service involved. Procedures for retention and advancement will be as established by the type of contract of appointment.

(b) Graduate Assistants and Graduate Instructors must be eligible for admission to the graduate program and, ordinarily, should be enrolled as full-time graduate students. They will be given specific term appointments which shall not apply to attainment of tenure or continuing contract. They are not members of the faculty as defined at Section 330-060-020, Eastern Washington University Policies and Procedures Manual.

(c) Student Assistants. Student assistants, laboratory assistants, research assistants or any other student appointees to teaching or research positions shall not be members of the faculty. Such appointees may not be assigned to sole responsibility for a course or credit-granting activity, or for assigning student grades.

F. Faculty Recruitment.

1. Each faculty member at the time of appointment will be informed of the performance expectations and criteria for performance for retention, tenure and promotion. Faculty members will expect these decisions to be made at the appropriate level of expertise (department and college) and not on criteria that are removed from the individual faculty member's control or interest. All hiring should follow the "The Ethics of Recruitment and Faculty Appointment" adopted by the Council of Colleges of Arts and Sciences in November 1992, and by the American Association of University Professors in June 1993. Specifically, the following section from that document is included to specify the procedures to follow: Prior to the announcement of a faculty vacancy, there should be agreement among all responsible parties on each major element of the position (e.g., rank, salary and eligibility for tenure), how the position relates to the department's (or equivalent unit's) likely needs for the future, the expectations concerning the professional work of the faculty member(s) being recruited, and the resources that will be provided to help the faculty member(s) meet those expectations.

2. It is important that research and instructional support be clearly linked to research and instructional expectations and made clear at the time of hiring.

3. Faculty recruitment is primarily the responsibility of the departments or other academic units involved. Staffing lines for tenure-track faculty are restricted to academic departments. Although the department chair or designee will coordinate activities, department members, or a committee representing them, and the unit dean shall be involved in the review of credentials and interview with candidates. An offer may be made only after departmental faculty and other appropriate parties have been consulted and a written approval by the department submitted through the dean to the Chief Academic Officer. Faculty recruitment shall be subject to the provisions of the University's affirmative action programs.

4. Only the president or the Chief Academic Officer, or the president's specifically appointed delegate is authorized to make an offer of appointment on behalf of the University,

and only those terms of employment which are made in writing to the appointees shall be binding upon the University.

5. Academic Records. Candidates and appointees will be responsible for having official transcripts of all their undergraduate and graduate credits sent from the institution(s) at which the work was taken.

6. Appointment and Reappointment. All faculty appointments and reappointments are made by the Board of Trustees and are not effective until the Board of Trustees has taken formal action.

(a) Original Appointment. Original appointment to an academic position shall be made by means of a letter of appointment which becomes effective when a copy is returned with the appointee's signature. The letter shall set forth the terms of employment including, by reference or definition, the duties and responsibilities of the position, the type and term of employment, the salary and the specific period of probationary status, if any. Any agreement for early tenure review must be included. The initial rank and salary agreements accepted by the candidate will be deemed to represent the understood conditions at the time of employment and shall not be subject to subsequent review for purposes of later adjustments.

(b) Preparation and Experience. The academic preparation and experience standards for initial regular appointment shall correspond to the normal qualifications for each academic rank. Appropriate additional experience or graduate credits may be used in determining the rank assigned.

G. Faculty Appointments.

1. Considerations.

(a) As vacancies occur during the term of this Agreement, the University may convert full-time tenure-track positions to special faculty and part-time positions through the budget-making process.

(b) The ratio of FTEF tenure-track and tenured faculty to the total FTEF "other instructional faculty" will be 3 to 1 over the life of the contract. "Other instructional faculty" will include anyone with teaching responsibilities who is not tenure-track or tenured faculty. The number of "other instructional faculty" will be calculated by dividing the total number of credits generated by 45. The ratio is an all university ratio.

(c) The budget-making process will include consultation with the faculty through both UFE and the senate, represented by their presidents.

2. Types of Appointments. Appointments with academic rank shall be designated under one of the following categories in the letter of appointment:

(a) Full-time Appointment. Appointment to a full-time position presupposes that the faculty member will meet the professional responsibilities of the University assignment

and that work essentially related to those responsibilities will receive primary attention and energies.

(i) A normal, full-time contract year may be for any of three (3) terms from among the fall, winter and spring quarters, or for two (2) such quarters and a contiguous summer session assignment equivalent to a quarter in load and salary. Faculty may be assigned to a summer term as part of their normal contract year only if it is their preference and with the approval of the department and the dean, or if a severe financial crisis exists.

(b) Probationary Appointment.

(i) Length of Probationary Period. Probationary appointments may not exceed six (6) years without tenure being granted, except as provided in paragraph (A)(1) below.

(A) Extensions of Probationary Period.

(1) A probationary faculty member may apply for one (1) additional year in probationary status due to extenuating circumstances. Extenuating circumstances may occur when circumstances outside the candidate's control may have significantly impacted the candidate. Such circumstances may include, but are not limited to, health problems suffered by the candidate or the candidate's family or additional assignments that may have interfered with the execution of the faculty activity plan.

(2) Application for extension of the probationary period must be made to the department chair prior to the sixth year evaluation process and must be approved by the department, dean and Chief Academic Officer. A probationary faculty member may grieve a negative decision using the process set forth in Chapter VI.

(c) Tenure Appointment. Following a probationary period and based upon an explicit tenure and rank evaluation, appointment to tenure status may be awarded a regular full-time staff member who serves at least half-time as a teacher or as a professional librarian. If the teaching faculty member has the rank of Assistant Professor, that person must also be evaluated for and awarded the rank of Associate Professor concomitant with tenure status; i.e., the evaluations for tenure and Associate Professor and Librarian III status should be seen as part of a single, comprehensive process.

(i) Those hired in at the rank of Associate Professor must be evaluated for tenure within three (3) years.

(ii) Those hired in as full professors must be evaluated for tenure within two (2) years.

(iii) Those who are hired in at the rank of assistant, associate or full professor may be evaluated for tenure earlier than stipulated here if such evaluation is negotiated before hiring, if included in the written offer of employment and if the criteria in the faculty activity plan have been met.

(iv) Tenure as used herein is defined as the right, contingent upon competent professional service, of an individual to be continued in a faculty appointment at a comparable academic rank and salary, subject to these policies and procedures.

(d) Appointment with Tenure. Faculty may be hired with tenure at the rank of Associate Professor or Full Professor. The process for hiring with tenure must follow the hiring-in procedures as designated in the college and department plans, and it must include the full evaluation process for granting tenure by faculty of the department. Those hired in with tenure must, at least, meet the criteria and qualifications for the rank of Associate Professor as indicated in Chapter II.E.1.(b).

(e) Special Faculty.

(i) Special Faculty Positions. Special faculty titles shall be limited to lecturer and senior lecturer; faculty in residence; visiting professor (or Associate Professor or Assistant Professor); research associate and senior research associate; clinical associate and senior clinical associate; library associate and senior library associate; and coach. The use of special faculty will be included in departmental and college plans. The creation of these positions must be initiated from within the department requesting the position and have the support of the department members, and are subject to review by the department members each year. The appropriate titles for faculty hired into externally or special funded positions created after May 1995 will be agreed to through UFE/Administration meetings.

(ii) Appointments to special faculty positions may be accorded to individuals who are highly specialized or recognized in their profession and are fulfilling a special function for the institution. These appointments must meet the qualifications established by the University as appropriate for the designation given and shall require the support of the department members.

(iii) No appointment to a special faculty position shall be construed as an appointment to the faculty rank of Assistant Professor or higher.

(iv) Appointments to special faculty positions are not eligible for tenure.

(v) Special faculty appointed prior to May 2000 have the option of retaining any title previously awarded them.

(vi) Special faculty appointments shall be only for the period stated and notice of non-renewal shall not be required except as set forth below.

(vii) An individual may receive more than one (1) consecutive full-time special faculty appointment.

(viii) For special faculty appointments covered in this Agreement, the faculty member hired to a position of Lecturer or Associate may receive up to six (6) one-year appointments without the requirement of notice of non-renewal.

(ix) Appointments after six (6) years of service will provide for one (1) full year's notice of non-renewal.

(x) Upon appointment to Senior Lecturer or Senior Associate the notice of non-renewal will be two (2) full years.

(xi) Up to three (3) years of service with a special faculty appointment may be counted toward the total probationary appointment at the time that the special faculty member is offered a probationary appointment.

(1) Part-time special term appointments or special faculty appointments for less than a full academic year shall not be counted for tenure consideration.

(2) If a special faculty appointment is to a position which is dependent upon an externally-funded project or program, the successive special faculty appointments may coincide with the duration of that project or program, irrespective of notification requirements elsewhere in this Agreement.

(3) If the special faculty member wants to have more time to prepare for tenure review, he or she can obtain a waiver of the requirement to be reviewed for tenure prior to the sixth year. Failure to procure a waiver from the Department at the initiation of the probationary appointment will require a tenure or terminal contract award during the seventh year. Failure to be awarded tenure will not result in de facto tenure.

(xii) An associate or lecturer holding a position funded by external sources may receive multiple year appointments to the extent that the grant is for multiple years. Elimination of the external funding is grounds for termination, irrespective of notification requirements elsewhere in this Agreement.

(xiii) All other special faculty shall have year to year appointments.

(xiv) Coaches. Coaches may receive up to six (6) one-year appointments (coaches may negotiate initial appointments of more than one (1) year), during which time notice of non-continuation will be at least three (3) months notice. Following the sixth year, coaches will receive reappointments for two (2) to five (5) years duration, and notice of non-continuation at least one (1) year in advance of the renewal date; however, in the event of a head coaching change, multiple year contracts for the assistant coaches shall expire at the conclusion of the year in which the new head coach is hired or six (6) months from that date, whichever is greater. The length of the contract is determined by the Athletic Director. The athletics program will develop a department plan in keeping with this Agreement.

(f) Joint Appointments. Faculty may be appointed in two (2) or more departments/programs subject to the following conditions:

(i) The original appointment must be approved by each of the departments or programs to which it is made.

(ii) The proportion of an appointee's professional responsibilities and rights during the academic year shall be agreed upon in writing at the time of the appointment by the appointees and those departments or programs to which the appointment is made. Ordinarily, at least one-third of the appointee's professional rights and responsibilities must be in each of the departments or programs involved. Such proportion shall be changed only through consultation among the appointee and the affected administrative units. Changes in the appointment must be approved by the departments or programs to which the appointment was made.

(iii) A joint appointee shall be evaluated for promotion, retention and tenure by a faculty committee whose composition proportionately reflects the division of his/her professional responsibilities between or among the departments or programs to which the appointment is made. If the joint appointment is in more than one college or division, the joint appointee shall choose the academic unit which will further process the personnel action.

(iv) In the event of adjustment of staff to program needs (see Chapter V., Section C.) or severe financial crisis (see Chapter V., Section B.), a joint appointee may choose the department or program in which an appointment is held to be considered for retention.

(g) Part-time Appointments. A part-time faculty appointment is one which clearly limits the contract teaching duties of the individual with the University to less than normal full-time teaching assignment for the contract period. Such part-time appointments shall not be in any way applicable to the computation of time of employment for tenure purposes. Part-time appointments include but are not limited to:

(i) Adjunct, as a title, which is normally attached to appropriate professorial ranks for appointees who either:

(1) are identified primarily with institutions or other activities outside the University and who participate in University affairs for only a small fraction of their time, or

(2) are specially qualified individuals who agree to assist with instructional or research programs with nominal or no stipend. Such appointments are not intended to replace regular part-time teaching appointments but, rather, to give formal recognition to professional persons from other fields who are directly contributing to the academic program. Such appointments may be renewed annually but should not extend beyond the period of active involvement and should not be merely honorary in use. Adjunct appointments are usually on an irregular basis and carry no promotion and tenure rights.

(ii) Staff Members as Part-time Faculty. University staff members whose basic employment is in conjunction with a program or activity of the University, other than that normally carrying academic rank, may be designated as part-time faculty during the time when part-time teaching is assigned to the individual. In such cases, the part-time faculty designation shall not in any way promise full faculty status nor count as time toward tenure as a faculty member.

(iii) (1) Undergraduate Assistants and (2) Graduate Appointments. Graduate Instructors and Graduate Assistants. These are part-time appointments and not part of the bargaining unit.

(iv) Academic Faculty and Academic Professional Staff Part-time Appointments. These appointments shall be so designated with the appropriate title or rank and shall not be made for a period longer than one (1) year at a time; however, that in the case of the reemployment of retired faculty pursuant to Section 610-04-260, the initial contract term may be for a period of one (1) to three (3) years. Upon mutual consent, additional one-year contracts may be negotiated.

H. Procedures For Evaluation Of Probationary Faculty.

1. Evaluations.

(a) Full-time faculty on probationary status will be evaluated annually by the department chair and by the departmental and/or unit personnel committee to determine reappointment during the first three (3) years of full-time service. Probationary faculty will be provided with timelines relative to retention decisions. Such evaluations will be based upon progress in meeting goals contained in the faculty activity plan. It is expected that the faculty activity plan will be in effect throughout the probationary period unless modified by mutual agreement between the faculty member, department chair, departmental personnel committee and dean.

(b) As part of the evaluation process, the department will provide the faculty member with an assessment of progress, a recommendation on retention and/or guidance on meeting expectations. The original evaluation will be signed by the faculty member and retained in the personnel file in the office of the unit dean.

(c) All evaluations and recommendations shall be kept confidential by the members of the personnel committee(s), the candidate, University officials and the faculty review board involved in the evaluation. The candidate shall receive copies of the recommendation at each stage.

(d) All written materials relating to the decision, including information used in the course of the evaluation, department chair and committee evaluations, and all recommendations shall be retained in the faculty member's personnel file and such file will be available to the faculty member for examination. Supporting materials, including student evaluations, shall be returned to the faculty member for retention.

2. Procedures for Evaluation of Third Year Probationary Faculty.

(a) Each new probationary faculty member will have a third year review of progress toward meeting the expectations specified in the faculty activity plan. Such review shall be conducted by the personnel committee of the department and/or unit (including appropriate participation by students in furnishing evidence used), and by the department chair independently, each of which shall forward a recommendation to the unit dean as to whether the faculty member should be:

(i) Continued on probationary status for a three-year period on a three-year contract.

(ii) Removed from probationary status and continued as a special faculty member. Consecutive appointments shall not exceed six (6) years.

(iii) Given a one-year terminal contract, notice thereof to be given by June 1 of the year preceding the terminal contract year.

3. Procedures for Evaluation of Sixth Year Probationary Faculty.

(a) Probationary faculty shall be evaluated for tenure and promotion no later than the sixth year of the probationary period, unless an extension has been granted in accordance with Section 1.(a). This evaluation will result in either granting tenure and promotion to associate professor or a one-year terminal appointment contract for the following year.

4. Evaluation of Faculty Hired in at the Rank of Associate or Full Professor.

(a) Those hired in at the rank of associate professor must be evaluated for tenure within three (3) years.

(b) Those hired in at the rank of full professor must be evaluated for tenure within two (2) years.

(c) Those hired in at the rank of associate or full professor may be evaluated for tenure earlier than stipulated here if such evaluation is negotiated prior to hiring, if included in the written offer of employment and if the criteria in the faculty activity plan have been met.

5. Notice.

(a) A person who has served full time for only one (1) quarter in an academic year will be regarded as being in the first probationary year in the next succeeding full year of appointment and will be notified in accord with those standards; one who has served full time for two (2) quarters shall be regarded as being in the second probationary year in the next succeeding full year of appointment. Appointment to the summer faculty will not affect this principle.

(b) Notice of intent not to renew an appointment for the following year shall be given in writing to the individual in accordance with the following standards:

(i) Not later than March 1 of the first academic year of service if the appointment is to expire at the end of that year.

(ii) Not later than December 1 of the second year of appointment if the appointment is to expire at the end of that year.

(iii) Additionally, notification must be given no later than June 1 of the second and subsequent academic years of service if the appointment is to expire at the conclusion of the next academic year of service.

I. Notice Rights - Reappointment, Non-Reappointment And Separation Of Tenure-Track Probationary Faculty.

1. Returning Appointees. Faculty members who have voluntarily terminated their appointments at EWU shall be regarded as new appointees if they return in any form of appointment.

2. Letter of Appointment. Upon reappointment or continuation of appointment of a faculty member, a letter of appointment will be issued each year setting forth the essential terms of the individual's employment, including a statement of rank, salary, teaching assignment as to quarters of service, and any administrative assignment. One copy of the letter of appointment shall be presented to the appointee after the May meeting of the Board of Trustees preceding the contract year. One copy of the letter of appointment signed by the appointee shall be returned to the Chief Academic Officer within fifteen (15) days of its receipt to indicate the appointee's acceptance of the conditions of appointment. Copies of the letter of appointment, including formal Board of Trustees approval, will then be distributed to the faculty member, department chair and dean.

3. Resignation. Faculty members who intend to resign their appointments should provide written notice to their dean six (6) months prior to the effective date of the resignation so that program needs may be adequately met. Faculty members who intend not to accept reappointment shall provide written notice thereof not later than fifteen (15) days after receipt of the letter of appointment.

J. Promotion And Enhancement; Evaluation.

1. Evaluation Committees. EWU departments and the University library shall establish departmental personnel committees for the purpose of evaluating faculty members for retention, tenure and promotion. The department personnel committee shall be made up of a minimum of three (3) tenured faculty who, where possible, hold a rank at or above that of the person being considered. Because of the widely varying sizes of the departments, no specific number of committee members is specified. Small departments may include faculty members from related areas and large departments may establish more than one committee.

2. Evaluation Procedures. The process for evaluating candidates for promotion and tenure at the unit level shall be established separately by the faculty of each academic unit.

3. Promotion Schedule. Prior to January of each year the unit deans shall indicate the evaluation procedures for their respective units. By mid-January candidates will provide information to their department personnel committee which shall prepare the peer review of the candidate's promotion file as the first step in the review process. The process should be completed by recommendations made to the Board of Trustees as early as possible in the spring quarter.

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

5. Eligibility for Consideration.

(a) Candidate for Promotion/Rank Qualification. Candidates for promotion to any of the professional ranks must have at least four (4) years in current rank at EWU and must meet the qualifications for the next higher rank as specified in the college plans and below.

(b) Faculty With Less Than Any of the Above Qualifications. Faculty with qualifications less than those listed in Chapter II.J.5.(a) may be considered, provided they are nominated by their department chair, their department personnel committee and their unit dean. Refusal to consider early promotion or tenure may not be appealed through the grievance procedure or other University processes.

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

6. Evidence Considered.

(a) Determining Evidence to be Considered. The types of evidence considered shall be determined as a part of the departmental and college plans. However, they must be consistent with the definitions of the ranks and include the general areas specified in the sections on Qualifications for Rank and Criteria for Promotion. Teaching effectiveness must have a possible maximum higher than any other single criterion. At each level of review, reasons shall be provided in writing which are directly relevant to the position description and the measures of the individual's achievement.

(b) Candidate Responsibility. It shall be the responsibility of the candidates to provide their department chair and their department personnel committee with up-to-date information for their promotion file. They shall indicate the criteria category to which each of their accomplishments shall be assigned. The candidates may not use an accomplishment for evaluation in more than one area.

(c) Department Personnel Committee Responsibility. The department personnel committee shall assume the responsibility for preparing peer evaluations of the candidates' promotion files, obtaining additional evidence as it deems necessary, assuring that the candidates have assigned their accomplishments to the appropriate criteria category, writing the letter of evaluation and, if the evaluation is positive, sending the completed file to the next specified level of evaluation.

(d) Scope of Evidence. The academic units shall consider all written evidence provided by the department chair, personnel committees and other knowledgeable individuals. The minimum list of written evidence shall include letters from the department chair (except that when conflicts of interest are present, a suitable substitute will be found) and the department personnel committee.

(e) Student Evaluations. Student evaluations must be presented for every class taught in the most recent four (4) quarters. The candidates and/or their department chair may request the deletion of student evaluations for some classes. Such a request will have to be approved at the unit level and could involve:

- (i) very small classes,
- (ii) courses taught outside the candidate's field,
- (iii) courses taught on an overload basis or
- (iv) extenuating circumstances (illness, etc.).

(f) Evaluation Differences. Where there are substantial differences between the evaluations of a department chair and a department personnel committee, every effort shall be made to reconcile the difference before the evaluations are sent forward to another level.

7. Criteria for Promotion.

(a) All individuals and committees evaluating faculty members for promotion shall employ the following criteria:

- (i) Teaching effectiveness.
- (ii) Professional activity, research, scholarship and/or creative activity.
- (iii) Contributions to departments and other university matters.
- (iv) Academic preparation and experience.

Concrete evidence must be supplied for each of the four (4) criteria. University-wide criteria for each academic rank may be established by the Academic Senate in its oversight of curriculum and standards. Specific criteria for ranks are part of College and Department plans.

(b) Criteria Weighted. The weighting of these criteria shall be determined by the individual academic units. However, teaching effectiveness must have a possible maximum higher than any other single criterion.

(c) Criteria for Library Faculty. The weighting of the criteria for library faculty shall be determined by the library faculty. The criteria for promotion for library faculty will be as follows:

- (i) Professional performance in assigned responsibilities.
- (ii) Professional activity, research, scholarship and/or creative activity.
- (iii) Contributions to University, governance, service and mission.

K. Procedures For Retention Of Probationary Faculty, Tenure And Promotion.

1. Department Level. The department personnel committee's recommendations regarding retention, tenure and promotion are referred to the department chair. If the chair and department personnel committee are in agreement (either a positive or a negative recommendation), then one combined recommendation proceeds from the department to the college personnel committee and the dean. If there is disagreement between chair and the department personnel committee, then the chair meets with the department personnel committee in an attempt to resolve disagreement. If there is still disagreement, then both recommendations are forwarded to the college personnel committee and the dean. The college personnel committee shall only consider recommendations regarding tenure and promotion. Retention recommendations shall be forwarded directly to the dean.

2. College Level. The college personnel committee forwards its recommendations to the dean. If there is agreement between the college personnel committee and the dean, then one combined recommendation (positive or negative) proceeds to the Chief Academic Officer. If there is disagreement, the dean and the college personnel committee shall meet in an attempt to resolve the disagreement. If there is still disagreement, then both recommendations are forwarded to the Chief Academic Officer.

3. Chief Academic Officer Level. After reviewing the complete record, the Chief Academic Officer will forward his/her recommendation to the president who will then make a recommendation to the Board of Trustees. In the event of a negative recommendation, the board of trustees shall take action within applicable time limits, provided the Board of Trustees's action will be subject to further review based on the results of any interim request for reconsideration, complaint or appeal to the Faculty Review Board. See paragraphs 4, 5, and 7 below. When there is concurrence at all previous levels, the presumption is that the Chief Academic Officer will not reverse the recommendations unless there is a serious question about the procedure followed.

If the Chief Academic Officer's recommendation is negative, the faculty member will be informed in writing of the reasons.

4. Reconsideration. In the event of a negative recommendation by the Chief Academic Officer, the faculty member may file a request for reconsideration with the Chief Academic Officer. Such request must be made within five (5) days of the faculty member receiving the negative recommendation. The faculty member shall set forth with specificity the basis for the reconsideration request, which may be substantive and/or procedural in nature. The Chief Academic Officer shall refer the reconsideration request to the lowest body making a negative recommendation, e.g., the chair and/or the department personnel committee. Such person/body shall reconsider their recommendation in light of the faculty member's contentions regarding information previously submitted by the faculty member. Such person/body shall respond to the request for reconsideration within ten (10) days and shall forward its written response to the next administrative level, as appropriate. Each subsequent person/body shall have five (5) days in which to review the response to the request for reconsideration and forward a written response to the next administrative level.

5. Faculty Review Board. If, after reconsideration, the Chief Academic Officer's recommendation remains negative, the faculty member may file an appeal of the Chief Academic Officer's negative recommendation with the Faculty Review Board ("FRB"). The function of the FRB shall be to determine whether the appropriate faculty body gave adequate consideration to the faculty member's candidacy in reaching its decision and, if the FRB determines otherwise, to request reconsideration by that body or administrator. The FRB shall not substitute its judgment on the merits for that of the previous decision makers. Some examples of an "adequate consideration" review include the following procedural questions:

- Was the decision conscientiously arrived at?
- Was all evidence bearing on the relevant performance of the candidate considered?
- Was there adequate deliberation by the department over the import of the evidence in the light of the relevant standards?
- Were irrelevant and improper standards excluded from consideration?
- Was the decision a good faith exercise of professional academic judgment?

(a) Composition of the FRB. The FRB panel shall consist of three (3) faculty members, including a chair, appointed by the president of the faculty senate from the ranks of full professors and Librarians IV. The appointment of the panel shall be pursuant to procedures developed and implemented by the faculty senate. The panel shall receive training regarding the proper standard of review by University and union representatives. The panel shall be appointed within five (5) days of the filing of the appeal, with written notice of such appointments provided to the appellant and the Chief Academic Officer. The Chief Academic Officer and/or the appellant have the right to challenge panel members because of a conflict of interest or lack of impartiality. Any such challenges shall be filed within twenty-four (24) hours of receipt of the notice of appointment. The president of the faculty senate shall rule on any such challenge and either deny the challenge or appoint another member to the panel within three (3) calendar days of receiving the challenge.

(b) Panel Procedures. Within five (5) days of receiving the Chief Academic Officer's final negative recommendation, the faculty member may file an appeal with the FRB, with copies provided to the Chief Academic Officer, dean and relevant department. Grounds for appeal shall be limited to the failure to provide adequate consideration, i.e., procedural issues. The appeal shall set forth with specificity the nature of the alleged failure to provide adequate consideration. Within five (5) days of receiving the appeal, the lowest body rendering a negative recommendation shall submit a response to the appeal with the FRB with a copy provided to the appellant. Within ten (10) days of receiving the appeal or five (5) days of the unchallenged appointment of the panel, whichever is greater, the FRB shall convene. The appellant shall appear before the FRB to explain why he/she believes adequate consideration has not been provided and to answer questions by the FRB. While the appellant may be accompanied by

person(s) of his/her choice, only the appellant may address the FRB, unless otherwise requested. The University shall be represented at the hearing by the Chief Academic Officer. The FRB may consider any documents or testimony deemed relevant. The appellant bears the burden of establishing that he/she has not been accorded adequate consideration. The deliberations of the FRB shall be closed and confidential. Within seven (7) working days of the close of the hearing, the FRB shall issue a written decision, with copies to the appellant and the Chief Academic Officer.

If the FRB concludes that adequate consideration was given to the faculty member's qualifications, the decision shall be forwarded by the Chief Academic Officer to the president and the Board of Trustees.

If the FRB concludes that adequate consideration was not given to the faculty member's qualifications, it shall require that the lowest body rendering a negative recommendation reconsider its recommendation. In such instances, the FRB should indicate the ways in which it believes that consideration may have been inadequate.

6. Procedures Subsequent to FRB Remand.

(a) Within fourteen (14) days of receiving the FRB remand, the appropriate administrator or body shall issue its recommendation, which shall be forwarded to the next highest administrator or body. The Chief Academic Officer, after reviewing the FRB decision and post-FRB recommendations, shall forward his/her recommendation and the entire record to the president who will then make a recommendation to the Board of Trustees.

(b) The faculty member shall have no further right to reconsideration or appeal.

7. Claims of Discrimination. If the faculty member alleges unlawful discrimination relating to retention, tenure or promotion, the faculty member shall file a formal written complaint with the University affirmative action officer. The University shall investigate the complaint pursuant to its Discrimination Complaint Procedure. Complaints of unlawful discrimination shall not be the subject of a request for reconsideration or appeal to the Faculty Review Board. Requests for reconsideration and appeals to the FRB shall be held in abeyance until the conclusion of the Discrimination Complaint Procedure.

L. Role Of The Deans.

1. Standards and criteria for appointment, retention, tenure and promotion are negotiated between respective departments and deans and need final approval by the Chief Academic Officer. Faculty activity plans for individual probationary faculty are developed by the departments and approved by the dean.

2. There will be regular evaluation of each dean; biennial evaluation by department chairs in conjunction with the Chief Academic Officer's annual evaluation and by college faculty at least every three (3) years.

M. Role Of The Chief Academic Officer.

Each dean's recommendations for appointment, retention, tenure and promotion will go forward to the Chief Academic Officer for review. When there is concurrence at all previous levels, the presumption is that the Chief Academic Officer will not reverse the recommendations unless there is a serious question about the procedure and/or process followed. In those cases, upon the request of the faculty member, the recommendations shall be sent back for reconsideration by the dean and college personnel committee.

N. Faculty Personnel Files.

1. Rights of Faculty. A faculty member has the right to review her/his faculty personnel file and to place written responses to any material in the file. No items may be removed from a faculty member's personnel file except for brief inspection or copying.

2. Confidentiality. Requests by others to review the file will be allowed with the written consent of the faculty member whose file it is, by persons within the University on a "need to know" basis or in response to an appropriate public records request. All files described in Chapter I.C., except for applicant files and candidate portfolios, may not be accessed by persons below the appropriate dean without permission of the Chief Academic Officer, subject to the Washington Public Records Act (WAC 516-11-080). Should a request be made pursuant to WAC 516-11-080, the faculty member shall be promptly informed in writing of the request and who initiated such request.

CHAPTER III.

Compensation

A. General Salary Increase.

During the term of this Agreement any legislatively authorized faculty salary increase will be applied to all faculty as an across the board percentage increase at the earliest allowed date, unless specified otherwise through legislative intent. For fiscal year 2001, this increase will be 3%. Increases for fiscal years 2002, 2003 and 2004 will be as appropriated by the Legislature. Floor, promotion and equity compression adjustments will not be considered part of a cost of living increase. Recruitment and retention funds, if appropriated, will not be allocated on an across-the-board basis.

B. Equity/Compression Salary Adjustments.

The following factors apply to the operation of the faculty salary equity plan:

1. Salary compression issues will be addressed in fiscal years 2001 and 2002.
2. Tenure and tenure-track faculty and professional librarians will participate in the salary equity plan. Equity funds will be distributed to eligible faculty in 2003 and 2004 in proportion to the amount of their inequity.
3. Faculty with ten (10) or more years of experience at EWU (appointed on or before fall quarter 1990) and holding the rank of Associate or Full Professor will be eligible for salary compression increases if warranted in fiscal years 2001 and 2002, so long as their base salary is not above the target. (See definition of target salary at III.B.5.(a).)
4. (a) Funding will go for salary compression increases in fiscal year 2001 to a total of \$451,000. Of this total, \$250,000 will be generated through tuition increase and \$201,000 from the funds previously identified as the merit bonus pool. Increases will be calculated on the faculty member's existing base salary. The legislative increases will be calculated on the new base salary.

(b) In fiscal year 2002, additional compression increases will be made to eligible faculty with the remaining \$134,000 of the merit pool, thus exhausting that pool. If legislative appropriations are made available with the legislative intent of addressing compression in fiscal year 2002, they will also be used for that purpose. Increases will be calculated in the same manner as set forth in the previous subsection, III.B.4.(a).

(c) During fiscal year 2002, the UFE and the EWU administration will engage in a joint study on compression that will result in recommendations to the administration and the Board of Trustees regarding equity/compression salary issues. Increases will be calculated in the same manner as set forth in the previous subsection, III.B.4.(a).

(d) In fiscal year 2003, any funds appropriated by the legislature to provide equity/compression increases will be distributed for those purposes. This does not restrict the use of any 'Recruitment and Retention' funds appropriated for this purpose.

(e) In fiscal year 2004, any funds appropriated by the legislature to provide equity/compression increases will be distributed for those purposes. This does not restrict the use of any 'Recruitment and Retention' funds appropriated for this purpose.

5. Definitions.

(a) Target Salary. Target salaries are to be established by rank at the 50th percentile of the most recent IPEDS salary survey for comprehensive universities.

(i) Experience Factor. The experience factor for full professors and associate professors is defined as the sum of years of experience and years in current rank. The experience factor of assistant professors is equal to years of experience.

(ii) Years of Service. These are the years of full-time faculty employment at EWU, less years for which a professional development increment was denied, plus additional years agreed to at the time of hiring by the department chair, the dean of the college and the Chief Academic Officer.

(iii) Years in Current Rank. These are the years since promotion to the current rank of associate professor or full professor.

(iv) Assistant Professor. The target salary is the 50th percentile of the IPEDS data salary for assistant professors, increased or decreased by .7 percent for each year of experience factor above or below 15 years.

(v) Associate Professor. The target salary is the 50th percentile of the IPEDS data salary for associate professors, increased or decreased by .7 percent for each year of experience factor above or below 22 years.

(vi) Full Professor. The target salary is the 50th percentile of the IPEDS data salary for full professors, increased or decreased by .7 percent for each year of experience factor above or below 32 years.

(b) Salary Inequity. The salary inequity for a given member of the EWU faculty is the difference between the target salary as defined above and the current base salary paid to that faculty member.

C. Merit.

1. Merit salary increases will be funded through tuition increases contingent upon legislative authorization to increase tuition and use it for base salary increases and upon approval of the Board of Trustees.

2. No merit increases will be given to faculty in fiscal year 2001.

3. Merit increases will be added to the base salary of the faculty member in any year awarded.

4. Merit increases for faculty paid with grant, contract or self-support funds will be paid increases through those same funding sources.

5. Eligibility for merit increases will be based upon fulfillment of the faculty member's Activity Plan. Colleges will review their plans as necessary to comply with this Agreement and changes to the Mission and Operating Plan as adopted by the Board of Trustees of EWU on October 3, 1998. Each Department and member of the faculty will review their Departmental and Faculty Activity Plans to implement the relevant College Plan. Merit increases will be determined according to the college and departmental plans and forwarded to the Board of Trustees for action.

D. Hiring-In Guidelines.

Faculty will not be hired at a salary below the minimum salary by rank, see Chapter III. During the term of this Agreement salary floors for the ranks of Assistant Professor/Librarian II; will be set at one-half of a standard deviation below the previous October's IPEDS average for the rank at comprehensive universities.

1. Faculty as Administrators. Faculty who have held full-time administrative appointments shall receive legislative increases on their last academic base salary upon return to their department and their base salary shall be adjusted to include total twelve-month merit increases earned while serving in their administrative exempt position.

2. Degree Contingency Contracts. Persons who expect to receive the doctorate (or master's) degree prior to or during the academic year of initial employment may be issued a contract carrying a base salary appropriate without the degree, with the provision for a higher base salary rate reflecting the degree, which will become effective in the month following receipt by the University of an official statement that the work for the degree has been completed. Such contingency contracts will be written for the first year of employment only, and any subsequent appointments will be with the appropriate base salary. It will be the policy of the University to review the conditions of the existing contract of a staff member on regular appointment whenever the requirements for terminal degree preparation have been completed.

E. Promotion Increase.

Each member of the faculty who is granted a promotion from Assistant Professor/Librarian II to Associate Professor/Librarian III shall receive a permanent salary increase equal to 7.5% of the associate salary floor on the effective date of his/her promotion. Each member of the faculty who is granted a promotion from Associate Professor/Librarian III to Professor/Librarian IV shall receive a permanent salary increase equal to 10% of the professor salary floor on the effective date of his/her promotion. Promotion from Librarian I to Librarian II or Lecturer I to Senior Lecturer or Associate to Senior Associate shall result in a salary increase equal to 5% of the Assistant Professor floor. No promoted faculty member will be appointed at a base salary less than the floor for the new rank. The cost of increases for promotions shall not enter into the consideration of granting or not granting the promotion.

F. Bona Fide Better Offers.

In the event that an faculty member has received an offer of greater pay from another institution, the faculty member may request that his/her department seek approval from the dean and Chief Academic Officer to make a counter offer. A decision not to make a counter offer is not grievable. Departments will need to provide verification of a bona fide better offer. UFE will be notified of any offers made and accepted.

G. Pay Periods And Salary Payment Policies.

1. The salary for faculty members whose academic contract year comprises the three (3) quarters (fall, winter, spring) shall be paid in twenty (20) equal payments, beginning on or before September 25 and ending on or before July 11.

2. The salary for faculty members whose academic contract year comprises two (2) quarters and a summer assignment equivalent to a quarter, will be paid in a manner consistent with Washington statutes and regulations and University pay policies. Payment must be made within the quarter the work is performed.

3. In cases of separation from the University before the completion of any contract period, or for personal leaves, the state policy of prorating earned income on a daily basis will be followed. Working days, for the purpose of separation only as outlined herein, are considered to be the total of all instructional and final examination days.

4. During the term of this Agreement the order to apply faculty salary increases when warranted will be promotion, floor, equity/compression, merit and legislative.

H. Salary On Return From Leave.

All full-time faculty who are granted leave status for a period of no more than one (1) year shall be treated as continuing faculty and shall be granted salary increments as if they had been on the campus in a full-time position. Should the faculty member on leave earn a doctorate in this period, he/she shall be entitled to an additional increment as is normally granted for completion of that degree. Remuneration for faculty on leave shall be computed and notification sent out at the same time as for other personnel in the early spring.

I. Minimum Salaries By Rank.

1. During the term of this agreement, the following rank minimum salaries will be in effect:

- (a) Assistant Professor: See Chapter III.D
- (b) Associate Professor: \$41,200
- (c) Professor: \$46,350

2. During the term of this agreement, the rank minimum salary floors for Librarian I, II, III, and IV will be:

- (a) Librarian I, II: See Chapter III.D
- (b) Librarian III (10 months): \$43,466
Librarian III (12 months): \$50,367
- (c) Librarian IV (10 months): \$48,925
Librarian IV (12 months): \$56,650

3. The above minimum salaries by rank will be increased in each subsequent year of this agreement by the legislative increase.

J. Support For Research, Development, And Institutional Enhancement.

1. Preamble. University support for the enhancement of instruction and research benefits the entire University community because it promotes accomplishment of the University's instructional mission. Support for enhancement of instruction and research is also important to individual faculty members, who must meet the requirements for retention, tenure and promotion identified in their faculty activity plans.

(a) Identification and Coordination of Support Resources. Individual faculty plans, department plans and college plans will identify support needs for teaching and research. Chairs of departments and deans shall be responsible for identifying and coordinating available University resources to address needs specified in these plans.

(b) Faculty Development Allocations.

(i) To support individual faculty activity plans, department plans and college plans, a minimum faculty development allocation of \$900 per probationary and tenured faculty member shall continue to be allocated annually to each college/university library. In fiscal year 2002, an amount equal to \$1,200 per tenure and tenure-track faculty member will be provided and such allocation shall continue for the term of this Agreement.

(ii) All probationary and tenured faculty members shall be eligible to apply for these funds; eligibility of other faculty members to apply shall be at the discretion of individual colleges/university library and departments.

(iii) Faculty development funds per individual will be distributed in accordance with guidelines contained within individual college/university library and department plans, which will identify criteria and procedures.

(iv) A separate fund to support professional development for state-supported instructional special faculty of \$20,000 will be distributed annually from the office of the Chief Academic Officer.

(v) Faculty development funds may be used for a variety of purposes, including, but not limited to, travel to collections, attendance at national conferences and purchase of software or equipment.

(c) Faculty Summer Research and Development Grants. Annual funding for faculty research and development grants, awarded through a competitive university-wide faculty review process, will increase from \$199,650 to \$216,650 in fiscal year 2002, \$233,650 in fiscal year 2003, and \$250,000 in fiscal year 2004.

The salary portion of a summer research grant awarded to a twelve-month faculty member will revert to the individual's unit. Probationary and tenured faculty are eligible to apply for faculty summer research grants; with department support, exceptions may be made for special faculty (as defined under section Appointment and Ranks).

(d) Support for University Library. The University library provides support for faculty research primarily, though not exclusively, through interlibrary loan, document delivery and on-line access to selected resources, while on-site collections primarily support student course requirements. Throughout the period covered by the contract, the University library shall not absorb a disproportionate share of any University cuts; if additional funds should become available, the library will share proportionately in them. Also, as an all University utility, the library will receive a minimum of 5% of total University grant indirects.

CHAPTER IV.

Personal and Professional Leave

A. Personal Absence.

All faculty absences, including short-term illnesses, shall be reported to the department chair. Absences other than for short-term illness require the approval of the chair. The faculty member and the department chair shall be responsible for making arrangements to cover or reschedule classes missed by absence.

B. Sick Leave.

Absence due to illness certified by a physician to be fully incapacitating, or qualifying for Family Medical Leave Act, will carry full salary continuation up to a total of six (6) months per qualifying condition.

C. Professional Leave.

Professional leave may be granted by the Board of Trustees for purposes of research or creative work which leads to the improvement of undergraduate and graduate teaching and is in keeping with individual development and departmental plans. Professional leave may be taken to pursue projects in the following areas:

- (a) Research.
- (b) Creative work.
- (c) Any other area of professional development which complies with the criteria set by the Research, Service and Scholarship Committee.
- (d) Retraining of tenure and tenure-track faculty facing program reduction or elimination.

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

2. Eligibility.

(a) Personnel Eligible. Academic personnel shall be eligible for professional leave when they meet one of the following qualifications:

(i) Full-time faculty members on tenured contract. Non-tenured faculty members are not eligible except in extraordinary circumstances.

(ii) Full-time personnel who hold faculty rank and who may teach part-time and assume other University responsibilities.

(iii) Full-time members of the professional library staff on tenured contract.

3. Eligibility for Leave. Eligibility for professional leave will be judged on the merits of each case as it meets the specific criteria for selection. The element of rotation shall not be a factor in selection.

(a) A person may be granted a professional leave for a maximum of one (1) academic year in any six-year period of full appointment, provided that person presents an application that meets all other requirements regarding leave qualification. The six-year period will be computed from the year of initial full-time appointment.

(b) In computing consecutive years of service, periods of sick leave will not disqualify. One (1) year of leave without pay for research or work of a creative nature or to take a professionally-related position will not disqualify. A period of leave without pay to do graduate work will not count as part of the six-year period, but will not be considered as an interruption of the consecutiveness of service. Anyone taking an unpaid leave is advised to obtain a prior written ruling from the Chief Academic Officer as to whether the leave will count toward the required six (6) years of service.

(c) Faculty members may have a year's professional leave, taking one, two (2) or three (3) quarters at a time. If less than three (3) quarters is taken at a time, the remaining quarter(s) may be taken within the remainder of the six-year period. Additional quarters are not guaranteed.

4. Policies Governing Personnel on Leave.

(a) Individuals on professional leave shall be entitled to the same benefits as other academic personnel. This applies to salary raises, insurance coverage, liability coverage, retirement, office space, the usual departmental resources, etc.

(b) The period of leave shall be counted as time in rank and experience on the Eastern faculty for purposes of equity salary adjustment.

(c) With such leave goes assurance of resuming to one's former academic or professional rank and position or one mutually agreeable to the recipient and the University administration.

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

(a) It shall be University policy to allocate leaves amounting to between 80 percent of the legislatively allowed maximum, and the legislatively allowed maximum of full-time equivalent faculty (as defined by the Office of Financial Management) who are engaged in instruction and exempt staff as defined in RCW 28B.16.040.

(b) The Chief Academic Officer may reserve up to 20 percent of the legislatively allowed maximum number of leaves to be awarded at his/her discretion. The Chief Academic Officer will report actions under this article to the Research & Scholarship Committee (RSS Committee) before June 30 of the current year.

(c) Any variation in subsections (a) or (b) of this section will occur only through the RSS Committee deliberations and consultation with the Chief Academic Officer.

6. Terms and Conditions.

(a) The granting of such leave shall not become automatic upon application. The University RSS Committee will evaluate the applications and recommend the granting of leaves on the basis of the:

- (i) Purpose and scope of the proposed project;
- (ii) Quality and feasibility of the proposed project;
- (iii) Ability of the individual to carry out a successful project;
- (iv) Significance and potential value of the project to the individual, an area of study, the University and the state of Washington;

(v) Retraining leaves due to program elimination shall receive priority consideration by the committee.

(b) To receive consideration an individual must make formal application in writing.

(c) Faculty on leave shall receive 90 percent of their quarterly salary during one (1) quarter of their leave and 75 percent during any subsequent quarters. Within the six-year period referenced above, no more than one (1) quarter will be compensated at the 90 percent rate.

(d) Salary for leave will be determined on the basis of the salary agreement in effect during the specified period of leave.

(e) Faculty members may seek additional support for their projects from outside agencies. Such aid must be in direct support of the project for which professional leave is granted. A portion of this aid may be used to supplement the leave stipend. (State law stipulates that the base salary cannot be exceeded. Thus, additional stipend funds will be used to reduce the Eastern stipend, thereby allowing the granting of additional professional leaves.)

(f) The granting of any such professional leave shall be contingent upon a signed contractual agreement between the Board of Trustees and the recipient providing that the recipient shall return to the University following his or her completion of such leave and serve in a professional status for a period equal to the amount of leave so granted. Failure to comply with the provisions of such signed agreement shall constitute an obligation of the recipient to repay to the institution any remuneration received from the institution during the leave.

(g) Methods of payment while on leave should be set through mutual agreement of recipient and the University.

(h) A written report of the completed project shall be submitted to the appropriate dean for forwarding to the Chief Academic Officer, the president and the Board of Trustees.

7. Application Procedures.

(a) Applications for professional leave shall be submitted in writing and must be in the hands of the Chief Academic Officer by November 15 (this deadline shall be made known by the office of the Chief Academic Officer at the beginning of each fall quarter of the academic year preceding the academic year in which the leave is to be taken). However, in exceptional cases, such as an opportunity arising upon shorter notice, later applications may be considered at the discretion of the Chief Academic Officer and the RSS Committee.

(b) The following should be included in the application:

- (i) Statement of the proposed project;
- (ii) Purpose and scope of the proposed project;
- (iii) Value and significance of the project, both intrinsically and in relation to the applicant's teaching and other responsibilities at Eastern;
- (iv) Detailed plans for carrying out the project;
- (v) Evidence of the feasibility of the project and evidence of the individual's ability to pursue the project successfully;
- (vi) Evidence of support for the proposed project including letters from other institutions (if the project is to be carried out at another institution) and other individuals concerned with the proposed project;
- (vii) Dates and length of leave requested;
- (viii) Time, if any, to be devoted to another activity or project, including beginning and terminal dates;
- (ix) Remuneration, if any, from other sources;
- (x) Written proof that the faculty member's program is subject to program elimination.

(c) Application should be submitted through the department chair to the appropriate dean. Each dean will review the application and send his/her comments, along with the application to the Chief Academic Officer. All applications will be reviewed by the RSS

Committee. Its recommendation should be made to the Chief Academic Officer as soon as possible after receiving the applications.

(d) Notification to the applicant of the decision concerning the granting of the leave shall be made by the president not later than the end of the quarter following that in which the application was submitted.

(e) Faculty who take less than three (3) quarters leave and who wish to take the remaining quarter(s) during the six-year period should apply for the remaining leave in the manner described above. Each application is a new application and will be considered with all others for that year.

D. Leave Without Pay.

Faculty members may request (through their department chair and dean) leave without pay for periods of one (1) quarter or more subject to the following provisions:

1. Such leaves will be granted for no more than one (1) year at a time but may be extended upon approval of the Board of Trustees.

2. Individuals on such leave must notify the University in writing by March 1 whether they will return for the following academic year.

3. Time on leave will not count for tenure or retirement considerations but up to one (1) year of such leave will be counted for seniority purposes. Approved leave without pay will not interrupt years of consecutive service.

4. Normally, unpaid leave for purposes of engaging in professional activities which will enhance teaching and research will be counted as “successful professional experience” for promotional considerations, but time spent primarily working for advanced degrees will not count.

5. A letter of agreement detailing the specific conditions of each leave will be prepared by the Chief Academic Officer and will be signed by the requesting faculty.

CHAPTER V.

Program Discontinuance, Severe Financial Crisis, Reductions in Force and Discipline/Discharge

A. Program Discontinuance.

The discontinuance of a program is a function of the University in its regular review of departments and programs, resource allocation and strategic planning. Program review, enrollment trends or severe financial crisis may prompt program discontinuance.

No later than June 30, 2001, the Board of Trustees, in consultation with the Faculty Senate, shall adopt procedures for determining program discontinuance. The following provisions will remain in effect only until the Board of Trustees adopts the above procedures: Chapter V.A.1.(a), (b); Chapter V.A.3.; Chapter V.A.5. In any event, the following provisions affecting benefits and rights of faculty will remain in effect: Chapter V.A.1.(c); Chapter V.A.2.; Chapter V.A.4.

1. Guiding Principles. Except in the case of severe financial crisis, probationary and tenured faculty will not be laid off due to a department discontinuance, reconfiguration or program reduction without the following conditions having been met:

- (a) The University will set up its own procedures for program discontinuance.
- (b) Departments or programs will have the opportunity to revitalize or reconfigure a program to gain sufficient student or institutional interest to warrant the continuation of the program;
- (c) Faculty shall have the opportunity to obtain up to one (1) year's retraining, through remunerated leaves, for other programs which have a need for additional or replacement faculty.

2. If retraining of affected faculty does not result in placement in another program, then the procedures set forth below will be implemented.

3. The University will make its best efforts to plan needed changes in educational programs so as to minimize sudden unexpected shifts of staffing of program units. In meeting changes brought about by shifts in student enrollment or program development, it is frequently necessary to change the faculty allocation to a given department or program unit. Such decisions shall be made by the Chief Academic Officer in consultation with the deans and the department chairs in the units affected.

4. When the Chief Academic Officer believes that the appropriate balance of faculty within a specific department or among the various departments is so distorted that it cannot be corrected without affecting positions held by probationary and/or tenured faculty, the Chief Academic Officer shall so notify the president, the chair of the Academic Senate and the president of the UFE.

5. If a program is considered for discontinuance, the senate shall designate a faculty committee to work with the Chief Academic Officer, the appropriate deans and chairs of the units concerned and the UFE to develop an institutional response. This group will report to the senate and the president. The final responsibility for institutional action shall rest with the president.

6. In the event that programs have insufficient students and no probationary or tenured faculty at risk or tenure-track positions, the lengthy process set out here is not necessary for program elimination

B. Severe Financial Crisis.

1. Whenever the president has reason to believe that a severe financial crisis may occur, he/she shall notify the Academic Senate and the UFE president of the nature of the expected emergency. The senate and the UFE shall then assess the circumstances set forth in the president's message and submit their findings within ten (10) working days in a report to the president and the Board of Trustees. The Board of Trustees shall be responsible for declaring any state of university-wide severe financial crisis.

2. On or before such declaration by the Board of Trustees, the President's Cabinet shall develop a plan for meeting the emergency. The final responsibility for institutional action shall rest with the president.

3. Support of instructional efforts will receive highest priority when a severe financial crisis requires reduction of the funding of University programs.

C. Reduction In Force.

Reduction in Force is a layoff of faculty due to a severe financial crisis or discontinuance of program.

1. Except in the case of severe financial crisis, the president of the University shall inform the president of the UFE and the colleges/department(s) affected of intent to implement the reduction in force at least ninety (90) days prior to implementation. The UFE, upon receipt of such written notice, may request a meeting to review the reasons for such intent and to recommend ways to reduce and/or eliminate the need to implement this provision.

2. Faculty layoffs shall take place utilizing the following priority: part-time faculty/librarians, special faculty/librarians, tenure-track faculty/librarians, tenured faculty/librarians.

3. The department(s) affected shall be notified in writing of the necessary reductions by the Chief Academic Officer.

4. Within fifteen (15) working days of receipt of such notice, the College(s) and Department(s) affected, in a manner to be determined by the deans/department faculty, shall designate the positions, including appropriate qualifications, which are required to meet program needs. These positions will be filled by seniority, i.e., date of appointment to rank or special

faculty within each department or library, utilizing the priority listed in section 2 above, provided the faculty member filling the position has the necessary qualifications. The results of this process shall be placed in writing and sent to the Chief Academic Officer within the time limit specified above.

5. Following receipt of the position designations from the department(s), the Chief Academic Officer will notify within five (5) working days, those faculty members who are to be laid off.

6. Senior special faculty, visiting professors, probationary and tenured faculty with service of four (4) or more quarters will be notified no later than the end of summer quarter of layoff which will be effective following the end of the summer quarter one (1) year later. Above identified faculty with less than one (1) quarter of service shall be given at least two (2) quarter's notice of layoff. Above identified faculty with one (1) to three (3) quarters service shall be given at least three (3) quarter's notice of layoff.

7. The notice requirements as listed above shall take precedence over any other notice requirements for state funded positions found elsewhere within University Policies and Procedures and this Agreement.

8. Every effort shall be made to find suitable employment within the University for faculty laid off under this section. This will include opportunities for faculty to engage in appropriate retraining. No faculty may be relocated without consultation with all departments concerned.

9. If faculty are laid off, they shall be placed on a reemployment list. If two (2) or more faculty within a given department are laid off, the University shall place them, in order of seniority, on a reemployment list. Should a vacancy be created in that department by:

(a) departure of one of the remaining department faculty whose position the laid off faculty member is qualified to fill, or

(b) an increase in the faculty allocation to that department, such vacancy cannot be filled until a qualified faculty member on the reemployment list has been offered the position in order of seniority. Such offer shall be made in writing and shall provide the faculty member with thirty (30) days in which to respond. The laid off faculty member shall be required to return to employment no later than the beginning of the next academic year.

10. All faculty laid off under the provisions of this section and who are subsequently rehired as indicated at subsection 8 of this section shall retain all accrued wage levels and benefits.

D. Discipline And Discharge.

1. Just Cause. No employee shall be disciplined or discharged without just cause. Just cause guidelines commonly used by arbitrators are set forth in Appendix VII.

2. Disciplinary Procedures.

(a) Informal meetings between the employer and employees regarding workplace issues are encouraged.

(b) If prior to or during a meeting between the employer and the employee, the employer reasonably concludes that discipline could result from the information provided by the employee, the meeting shall be formally designated as a disciplinary meeting by the employer. All disciplinary meetings shall be conducted in private.

(c) At all disciplinary meetings, the employee shall be informed of the right to a UFE representative. The failure to provide notice of the right to representation shall not be grounds for a grievance in those cases where only a verbal or written warning is issued. Settlements reached in cases where the employee has chosen to waive the right to a UFE representative shall be non-precedent setting.

(d) Employees shall be given a fair and reasonable opportunity to respond to complaints which could lead to discipline. Discipline will not be based on prior complaints which an employee has not had an opportunity to respond to.

3. Progressive Discipline. The Employer shall apply the principles of progressive discipline which include, but are not limited to, the following steps: verbal warning, written warning, suspension without pay and, finally, discharge. The Employer will not be required to apply progressive discipline where the nature of the offense calls for immediate discharge or imposing discipline at an advanced step.

CHAPTER VI.

Grievance Procedure

A. Purpose.

The purpose of this procedure is to provide a process for the prompt and fair resolution of grievances. All parties are encouraged to resolve differences informally prior to filing a grievance under this procedure.

B. Definitions.

1. Grievance. A grievance is a dispute regarding the interpretation or application of (1) this Agreement and/or (2) the University's Policies and Procedures Manual, but only as the Manual affects wages, hours and terms and conditions of employment.

2. Days. Means calendar days during an officially scheduled academic quarter, unless the deadline is five (5) days or less, in which case days means business days. Official University holidays and days occurring within academic break periods are excluded.

C. General Provisions.

1. Those Eligible To File a Grievance. Any faculty member or group of faculty members directly affected by a circumstance, or the UFE, are eligible to file a grievance. Chairs may not initiate a grievance regarding matters arising from their duties and responsibilities as chairs.

2. Rights of Representation.

(a) UFE represented faculty have the right to union assistance at all steps of the grievance procedure.

(b) UFE may be present at all grievance meetings with the permission of faculty and will always be provided with the University's response at the conclusion of each level of the grievance procedure.

3. A grievant shall raise in a single grievance all disputes based on a common set of facts and circumstances, both procedural and substantive, known to the grievant at the time the grievance is filed. Any such dispute not raised at the time the grievance is filed shall be waived. Otherwise, multiple grievances filed separately based on a common set of facts or circumstances, whether substantive or procedural, shall be consolidated at Level II if requested by either party. When grievances are consolidated, the time limits governing the latest grievance shall apply.

4. Time Limits.

(a) The time limitations set forth in this Chapter shall be strictly enforced. No grievance shall be accepted by the University unless it is submitted or appealed within the time limits set forth in Article D. of this Chapter.

(b) Failure of the grievant or UFE (if UFE is a party to the grievance) to submit or appeal within the time limits set forth in this Chapter shall result in the grievance being waived.

(c) Failure of the University to meet the time limits set forth in this Chapter shall allow the grievant or UFE (if UFE is a party to the grievance) to move to the next level of the grievance procedure.

(d) Time limits may be waived by mutual written concurrence of both parties. Requests for waiver of time limits will be responded to in a timely manner.

5. A grievance may be withdrawn at any time.

6. No employee will be subject to reprisals based on the employee's participation in the grievance procedure.

7. The University shall maintain grievance files separate from personnel files.

8. Cooperation Between Parties.

(a) The parties to a grievance will supply each other with information reasonably needed to process a grievance.

(b) At the request of any party, individuals with knowledge relevant to resolving the grievance will be permitted to participate at any grievance meeting.

(c) Meetings will be scheduled at mutually convenient times.

9. Mutually agreed upon grievance forms will be used as per Appendix IV.

D. Procedural Steps.

1. Level I. Not later than fifteen (15) days after the circumstances giving rise to the grievance, or fifteen (15) days after the grievant should have reasonably learned of the circumstances giving rise to the grievance, whichever is later, the grievant must submit a Level I grievance form to the immediately involved administrator. Within fifteen (15) days after receipt of the written grievance, the administrator shall meet with the grievant and provide a written answer to the grievance. Prior to submitting the written answer, the administrator shall consult with his/her immediate supervisor. Grievances resolved at Level I shall be non-precedent setting.

2. Co-mediation. If the dispute is not resolved at Level I, either party may request co-mediation within ten (10) days of the University's written response. Time lines for filing a Level I grievance shall be suspended during the co-mediation phase. In order to implement the above, twelve (12) co-mediators will be trained in a process acceptable to both the UFE and the administration. Six (6) will be chosen by the UFE and six (6) by the University. Initially six (6) co-mediators will serve for two-year terms and six (6) will serve for four-year terms, thereafter all co-mediators will serve four-year terms.

If not requested at Level I, the reviewing administrator may request co-mediation at any time.

(a) A written request for co-mediation shall be submitted to the Director of Human Resources by the party making such request within five (5) days of the Level I written answer. A copy of such request shall be provided to the other party.

(b) Upon receiving the request for co-mediation, the Director of Human Resources shall immediately contact the other party. The grievant shall have five (5) days from the date of notice to respond in writing to the Director of Human Resources. Failure of the grievant to agree to co-mediation within the time limit shall result in the grievance being waived. Upon receipt of a request to co-mediate by the grievant, the University shall participate in the process.

(i) The Director of Human Resources shall appoint one (1) mediator from the UFE-appointed co-mediator pool and one (1) mediator from the University-appointed co-mediator pool to serve as co-mediators. Notice of such appointment shall be provided to both parties. The co-mediators shall, in consultation with both parties, set the date and place of the co-mediation. The co-mediation session shall take place within ten (10) days of co-mediator appointments, except that the time lines may be jointly extended by the parties.

(ii) Should co-mediation resolve the dispute, the parties shall enter into a signed settlement agreement. Such agreement shall be binding upon both parties.

(iii) Should co-mediation fail to resolve the dispute, a notice stating such failure and date of failure shall be sent by the co-mediators to the Director of Human Resources with copies to the parties.

(iv) Grievance time lines shall be reinstated the first work day following the date of such notice.

(c) Co-mediation sessions are confidential settlement negotiations and all offers, promises, conduct and statements, whether written or oral, made in the course of the proceedings are inadmissible in later steps of this grievance procedure. Offers of settlement may be reasserted at any time.

(d) Information provided to co-mediators during the course of co-mediation is confidential and co-mediators shall not testify, participate and/or state an opinion in later steps of the grievance procedure, arbitration, or courts of law. The only co-mediation records kept shall be original notices of co-mediation, co-mediator assignments, co-mediation dates, settlement agreements and failure notices where appropriate.

3. Level II.

(a) If the grievance is not settled at Level I or at co-mediation, if applicable, the grievant may file a Level II appeal with the appropriate reviewing administrator within ten (10) days following the University's Level I response or the conclusion of co-mediation, whichever is later.

(b) Upon receipt of the Level II appeal, the appropriate reviewing administrator shall meet with the grievant and the UFE (if requested by the grievant), and provide a written reply, all within twenty (20) days of the filing of the Level II appeal.

4. Level III.

(a) If the grievance is not settled at Level II or at mediation, if applicable, the grievant may file a Level III appeal with the president/designee within ten (10) days following the University's Level II response or the conclusion of co-mediation, whichever is later.

(b) Upon receipt of the Level III form, the president/designee shall meet with the grievant and the UFE (if requested by the grievant), and provide a written reply, all within fifteen (15) days of the filing of the Level III form.

5. Arbitration.

(a) If the grievant or the UFE is dissatisfied with the University's Level III reply, a written request for binding arbitration shall be sent to the president within twenty-one (21) days of the date of the Level III reply.

(b) Upon receipt of such request, the president/designee shall, within five (5) days, meet with the grievant and/or UFE to make a good faith effort to jointly select an arbitration service, either the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA), or an individual arbitrator registered with the FMCS or AAA.

(i) Should the parties reach agreement in such meeting, the University shall contact the arbitration service or selected arbitrator in writing within five (5) days of the meeting. A copy of the arbitration request shall be sent to the grievant and/or UFE.

(A) The arbitration proceedings shall be conducted in accordance with written rules of the arbitration service selected. In the event an individual arbitrator is selected, the arbitration shall be conducted utilizing the Voluntary Labor Arbitration Rules of the AAA. Upon agreement of the parties, an expedited procedure may be used.

(B) If either the FMCS or AAA is selected, the service shall be directed to provide the parties with the names of seven (7) qualified arbitrators with experience in higher education issues. The strike method as defined by FMCS or AAA shall be used to select the arbitrator.

(ii) Should the parties at such meeting not reach agreement regarding the arbitration service or individual arbitrator, the grievant and/or UFE shall submit a demand for arbitration to the AAA within five (5) days of such meeting. The AAA shall be directed to provide the parties with the names of seven (7) qualified arbitrators with experience in higher education issues. A copy of the demand shall be sent to the president/designee.

(A) The arbitrator will be chosen by the strike method.

(B) The arbitration proceeding shall be conducted in accordance with the AAA's Voluntary Labor Arbitration Rules.

(C) Upon agreement of the parties, an expedited procedure may be used.

(c) The arbitrator must file his/her decision within thirty (30) days of the close of the arbitration hearing.

(d) Arbitration fees will be split equally between the parties. The UFE shall pay one-half of the arbitration fees only if it has requested arbitration. Otherwise, the grievant shall pay one-half of the arbitration fees. Each party shall bear its own arbitration expenses, including attorney fees.

(e) The authority of the arbitrator shall be confined to the interpretation and application of this Agreement and/or the University's Policies and Procedures Manual, as limited by Section B.1. of this Chapter.

(f) The arbitrator's decision shall be final and binding on the grievant, the UFE and the University.

(g) Promotion, retention and tenure decisions are not subject to this grievance procedure. See Chapter II.K.

CHAPTER VII.

UFE/University Relationship

A. UFE Rights.

1. The UFE may purchase release time equal to one half the UFE president or designee's load on a quarterly basis. The UFE will pay the appropriate part-time faculty rate for the college from which the faculty member is assigned. Appropriate notice will be provided.

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

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

4. The UFE shall have the right to address the Board of Trustees on matters of concern as the need arises. The president of UFE will make the necessary arrangements with the Secretary of the Board of Trustees.

5. The UFE shall have the right to payroll deduction of dues and assessments upon the submission of a signed authorization card. The authorization shall be continued year to year unless a faculty member submits a revocation of authorization by October 15th of the year in which he/she wishes to withdraw his/her membership. The University will transmit the collected dues to the UFE per the UFE's instructions.

6. UFE shall be considered a university organization and agrees to abide by WAC 172-136 in all of its relevant provisions.

7. UFE representatives shall be allowed to transact UFE business on University property.

8. Upon request, the University shall furnish all available and existing information concerning financial resources and expenditure programs of the University and such other existing information as will reasonably assist the UFE in developing programs on behalf of the faculty together with information which may be reasonably necessary for the UFE to process any grievance or complaint to develop bargaining proposals.

9. Upon request, the University shall provide the UFE with information regarding each faculty member. Such information shall include University rank, college and department assigned, length of employment within the University, email address and University telephone numbers.

B. University Rights.

The Board of Trustees, on its own behalf, and on behalf of Eastern Washington University, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of

Washington and the United States, except as modified by the specific terms and provisions of this Agreement.

These rights include, but are not limited to:

1. Determining the mission of the University and methods and means necessary to fulfill that mission.
2. Setting policy for the University, including budgetary and financial decisions related to program and administration.
3. Establishing and maintaining standards as they relate to curriculum, technology, service and research.
4. Responsibility for the construction and maintenance of all University facilities, grounds and equipment on and off campus.
5. Maintaining and improving the efficiency and effectiveness of University operations related to administration and program.
6. Final authority regarding faculty criteria for hiring and promotion, faculty employment and faculty standards of service, including direction of faculty and evaluation of performance.
7. The right to make rules, regulations and policies that do not conflict with the provisions of this Agreement.

C. UFE/Administration Meetings.

1. Purpose. The Eastern Washington University administration and the UFE are committed to continuing a process of collaboration on matters of mutual interest regarding wages, hours and terms and conditions of employment.
2. Meetings. Parties will meet monthly or as needed.
3. Agenda Development. The agenda for these meetings will be jointly developed by the respective presidents or their designees and they will identify individuals necessary to attend.

CHAPTER VIII.

Terms of Agreement

A. Policies And Procedures Incorporated By Reference.

1. The following “policies” are incorporated into this Agreement intact and shall remain in effect until change is effected through the appropriate process:

(a) 100.020.060 Shared Governance and 300.060.100 Senate Statement of Purpose.

(b) 375.020.060 Faculty Conflict of Interest (Introduction, and provision 1a)

(c) 375.060 Professional Advancement

(d) 405.020.040 Extended Sick Leave

(e) 435.040 Patents Copyrights and Royalties

(f) 550.080 Academic-Administrative Rank

(g) 590.080 Discrimination

(h) 610.020 Benefits and Retirement (to the extent that they refer to faculty)

(i) 630.020 Holidays

(j) 610.040.260 Reemployment of Retirees

B. Miscellaneous Provisions.

1. Other existing policies impacting wages, hours, terms and conditions of employment that have not been negotiated or specifically referenced in this Agreement shall remain in effect until changed through mutual agreement of the parties to this Agreement or through traditional means (e.g., shared governance where appropriate). The UFE or the University may request negotiations over such policies.

2. If there is a significant change in legislative funding, negotiations on financial matters will be opened.

3. Procedure for Ratification. Upon reaching tentative agreement between the University and UFE, this Agreement, and/or changes/additions thereto, shall be submitted to all UFE members for a ratification vote. Such Agreement shall also be submitted to the President of the Faculty Senate who, within thirty (30) days, shall arrange for a faculty vote. Such a vote shall occur only after a majority of voting UFE members ratify the agreement. If a majority of voting faculty members vote to ratify the Agreement, the Agreement shall be submitted to the Board of Trustees. The Agreement shall take effect upon ratification by the Board of Trustees.

4. Savings Provision. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such court pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto, the University and UFE shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement of such provision.

5. Continuation of Benefits. Any and all faculty benefits respecting wages, hours, terms and conditions of employment shall be continued during the life of this Agreement and shall not be reduced or eliminated as a result of the implementation of this Agreement except as specifically provided.

CHAPTER IX.

Duration

This Agreement shall take effect on July 1, 2000, upon ratification by the Board of Trustees and shall remain in effect until June 30, 2004, and for continuing periods of one (1) year thereafter unless a written notice is served by one party upon the other at least sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intent to amend, modify or terminate this Agreement.

CHAPTER X.

Attestation and Signatures

This contract shall take effect on July 1, 2000, if ratified, and shall remain in full force and effect through June 30, 2004.

FOR THE UNITED FACULTY OF EASTERN:

FOR EASTERN WASHINGTON UNIVERSITY:

Theophil Otto, President
United Faculty of Eastern – AFT/NEA

Jean L. Beschel, Chair
EWU Board of Trustees

Marvin E. Smith, Chief Negotiator
United Faculty of Eastern - AFT/NEA

Stephen M. Jordan, President
Eastern Washington University

Jeff Wahlquist
Washington Education Association

Peter A. Dual, Sr., Chief Academic Officer
Eastern Washington University

LIST OF JOINT NEGOTIATING TEAM

Barbara Alvin, Professor, Department of Mathematics

Joan Dickerson, Professor, Department of Education

Peter A. Dual, Sr., Provost and Vice President for Academic Affairs

Bruce E. Heller, Attorney at Law, Reed McClure

Warren Henderson, Washington Education Association

Tesha Kropidlowski, Associate Director, Budget Services

Theophil Otto, Librarian IV, John F. Kennedy Library

Mary Savilla Petersen, Attorney at Law, Reed McClure

Judith Penrod Siminoe, Associate to the President, Office of the President

Marvin E. Smith, Professor, Department of Electronic Media, Theatre and Film

Raymond Soltero, Dean, College of Science, Mathematics and Technology

Joe Thorp, National Education Association/American Federation of Teachers

Jeff Wahlquist, Washington Education Association

Niel T. Zimmerman, Vice President for Academic Affairs and Provost, Retired

APPENDIX I.

Positions and Titles in UFE Bargaining Unit

The following faculty positions are included in the faculty collective bargaining unit:

- * Assistant Professor, Associate Professor, Full Professor
- * Librarian I, II, III, IV
- * Lecturer, Associate, Senior Lecturer, Senior Associate
- * Special Faculty

Source of funding is not a factor in determining inclusion in the bargaining unit.

Excluded from the unit are:

President, Vice Presidents, Chief Academic Officer, Vice Chief Academic Officer, Deans, Associate Deans, part-time faculty, adjunct faculty and persons not regularly contracted as faculty employees and all other employees of the University.

APPENDIX II.

Statement of Academic Freedom and Tenure, 1940 Statement of Principles

The following Statement of Academic Freedom and Tenure has been adopted as a basic guideline for University policies by action of the Board of Trustees. In the event of any inconsistencies between the Statement and the terms of this Agreement, the Agreement shall prevail.

1. Purpose. The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement on procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends on the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

2. Tenure. Tenure is a means to certain ends; specifically:

(a) Freedom of teaching and research and of extra mural activities and

(b) A sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security; hence, tenure; are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

3. Academic Freedom.

(a) The teacher is entitled to full freedom in research and in the publication of his/her other academic duties, but research for pecuniary return should be based on an understanding with the authorities of the institution.

(b) The teacher is entitled to freedom in the classroom in discussing the subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

(c) The college or University teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should be at all times accurate, should exercise appropriate restraint, should show respect for the opinions of others and should make every effort to indicate that he/she is not an institutional spokesperson.

4. Academic Tenure.

(a) The 1940 Statement on Academic Freedom and Tenure has been adopted as a guideline for faculty policies and procedures at EWU. As such, its general intent shall be followed in defining rights, duties and obligations of faculty members except that; beginning with the faculty appointed after March 1, 1974; only full-time service at Eastern Washington University will be counted in determining years of probationary service for tenure consideration.

(b) After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

(c) In the interpretation of this principle it is understood that the following represents acceptable academic practice:

(i) The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.

(ii) Beginning with appointment to the rank of Assistant Professor or a higher rank, the probationary period should not exceed seven (7) years, including within this period full-time service in all institutions of higher education but subject to the provision that when, after a term of probationary service of more than three (3) years in one or more institutions, a teacher is called to another institution it may be agreed in writing that his/her new appointment is for a probationary period of not more than four (4) years even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven (7) years. Notice should be given at least one (1) year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period.

(iii) During the probationary period a teacher should have the academic freedom that all other members of the faculty have.

(iv) Termination for cause of a continuous appointment or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges against him/her and should have the opportunity to be heard in his/her own defense by all bodies that pass judgment on the case. He/she should be permitted to have with him/her an advisor of his/her own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from his/her own or other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.

(v) Termination of a continuous appointment because of severe financial crisis should be demonstrably bona fide.

5. Interpretations.

(a) At the conference of representatives of the American Association of University Professors and of the Association of American Colleges on November 7-8, 1940, the following interpretations of the 1940 Statement of Principles on Academic Freedom and Tenure were agreed on:

(i) That its operation should not be retroactive.

(ii) That all tenure claims of teachers appointed prior to the endorsement should be determined in accordance with the principles set forth in the 1925 Conference Statement on Academic Freedom and Tenure.

(iii) If the administration of a college or university feels that a teacher has not observed the admonitions of subdivision (c) of subsection (3) and believes that the extra mural utterances of the teacher have been such as to raise grave doubts concerning his/her fitness for his/her position, it may proceed to file charges under subdivision (d) of subsection (4). In pressing such charges the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility, and the United Faculty of Eastern is free to make an investigation.

APPENDIX III.

Statement of Professional Ethics as adopted by the AAUP June 1987

(a) Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and in proving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

(b) As teachers, professors encourage the free pursuit of learning in their students. They hold before them that best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.

(c) As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.

(d) As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe that stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decisions upon the program of the institution and give due notice of the intentions.

(e) As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon academic freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

APPENDIX IV.

Dispute Resolution Forms

1.	Level I Dispute Resolution Form	
2.	Level II Dispute Resolution Form	
3.	Level III Dispute Resolution Form	

LEVEL II DISPUTE RESOLUTION FORM

NAME OF CLAIMANT: _____ PHONE: _____

COLLEGE: _____ DEPARTMENT: _____ MS#: _____

A: DATE LEVEL I DECISION RECEIVED BY CLAIMANT: _____

B: BASIS FOR APPEAL TO LEVEL B:

SIGNATURE OF CLAIMANT DATE

SIGNATURE OF UFE REPRESENTATIVE DATE

C: DECISION OF PRESIDENT OR DESIGNEE:

SIGNATURE OF PRESIDENT OR DESIGNEE DATE

LEVEL III DISPUTE RESOLUTION FORM

NAME OF CLAIMANT: _____ PHONE: _____

COLLEGE: _____ DEPARTMENT: _____ MS#: _____

A: DATE OF LEVEL II DECISION RECEIVED BY CLAIMANT: _____

B: REQUEST FOR ARBITRATION: YES _____ NO _____ DATE: _____

C: UFE REPRESENTATION: YES _____ NO _____ *

D: _____
SIGNATURE OF CLAIMANT DATE

E: _____
SIGNATURE OF UFE REPRESENTATIVE DATE

*IF NOT UFE REPRESENTED, THEN INDIVIDUAL IS RESPONSIBLE FOR CLAIMANT'S SHARE OF THE ARBITRATOR'S FEES AND EXPENSES.

APPENDIX V.

Evaluation

A. Criteria.

In accordance with the guiding principle set forth in the current Policies and Procedures (315-020-020.3), that “decision accountability” should be “as close as possible to the most adequate and appropriate sources of expertise,” the following three (3) criteria have been established to guide the development of the procedures for promotion and tenure, performance and evaluation:

- * Centralization of Planning and Movement Toward Responsibility-Centered Decision-Making
- * Clear Predictability of Procedures with an Emphasis on the Ability to Plan at All Levels
- * Mutual Accountability of Those Making Decisions and Those Affected by Decisions

B. Predictability.

Predictability means that each faculty member at the time of appointment will be informed of the performance expectations and criteria for performance for retention, tenure, and promotion. Faculty members will expect these decisions to be made at the appropriate level of expertise (department and college) and not on criteria that are removed from the individual faculty member’s control or interest. All hiring should follow the “The Ethics of Recruitment and Faculty Appointment” adopted by the Council of Colleges of Arts and Sciences in November 1992, and by the American Association of University Professors in June 1993. Specifically, the following section from that document is included to specify the procedures to follow:

Section I.A. “Prior to the announcement of a faculty vacancy, there should be agreement among all responsible parties on each major element of the position (e.g., rank, salary, and eligibility for tenure), how the position relates to the department’s (or equivalent unit’s) likely needs for the future, the expectations concerning the professional work of the faculty member(s) being recruited, and the resources that will be provided to help the faculty member(s) meet those expectations.”

It is important that research and instructional support be clearly linked to research and instructional expectations and made clear at the time of hiring.

Each new probationary faculty member will have a third year review of progress toward meeting the expectations specified in the faculty activity plan. At this time, the faculty member will receive an assessment of progress, a recommendation on retention, and guidance on meeting expectations. It is expected that the faculty activity plan will remain consistent throughout the

probationary tenure period. It is possible to make adjustments that are mutually agreed upon by the faculty member, department chair, DPC, and dean.

Lecturers and faculty associates will be included in the process. The faculty activity plan in their case will be for purposes of retention and renewal only. Tenure is not an option for these individuals, however, they can be recognized as a “senior” lecturer or “senior” faculty associate.

After an individual receives tenure and throughout his/her career, it is possible to renegotiate expectations with department and college. Such renegotiations would focus on the changing roles of the faculty member in relation to the goals (or changing goals) of the department. These renegotiations will take place during regular career support peer reviews (every three (3) years). By holding regular career support peer reviews of all faculty in each department, the individual and the department can develop a mutually agreed upon professional development plan. This plan will focus on the continued professional growth of the faculty member and the desired future contributions to the member’s academic unit. The career development plan for tenured faculty is for goal setting purposes. Career support peer review shall not be used in making disciplinary or dismissal decisions.

The procedure for phasing in this policy would include the opportunity for current faculty to renegotiate their expectations for tenure and/or promotion. Those who do not wish to change their current expectations for tenure and/or promotion may choose not to do so. All faculty will participate in regular career reviews (every three (3) years) in order to facilitate the implementation of department plans.

C. Mutual Accountability.

Mutual accountability means that at each level of decision-making there are stated goals for planning, clear criteria for evaluation, mutually accepted measures of performance and easy access to appeals and reconsideration. This approach emphasizes the importance of coordinating planning, recruiting, hiring, tenure, promotion, merit, assessment and program evaluation. It is accomplished by the following:

- (1) that departments and colleges/University library set forth the standards and criteria on which faculty are to be evaluated and reviewed;
- (2) that department personnel committees and college personnel committees will serve an important advisory role such that disagreements between committees and chairs and deans must be addressed;
- (3) that there will be a regular career support peer review of all continuing faculty to provide a positive and systematic procedure for faculty development in the context and implementation of the department plan. This review will take place every three years. This review will consist of the member and a group of peers from the department and may include faculty members from other departments in the University at the discretion of the faculty member and department;
- (4) that there will be regular evaluation of department chairs by faculty, at least every two (2) years and annually by the dean;

- (5) that there will be regular evaluation of each dean; biannual evaluation by department chairs in conjunction with Chief Academic Officer's evaluation and evaluation by faculty at least every three (3) years;
- (6) that the method of assessing the department's progress on its plan will be created by each department and included within that plan; and
- (7) that department plans and department assessment plans will be an integral part of the program review process.

APPENDIX VI.

The Ethics Of Recruitment And Faculty Appointment

A statement adopted by the Council of Colleges of Arts and Sciences in November 1992. Jointly adopted by the American Association of University Professors in June 1993.

A. Prologue.

The standards which follow are intended to apply to the recruitment and appointment of faculty members in most colleges and universities. These standards are directed to administrators and faculty members in the belief that they will promote the identification and selection of qualified candidates through a process which promotes candor and effective communication among those who are engaged in recruitment. The standards are offered not as rules to serve every situation, but with the expectation that they will provide a foundation for appropriate practices. The spirit of openness and shared responsibility which these standards are intended to convey are consistent with affirmative action as well as other guiding principles in the recruitment of faculty.

1. The Announcement of a Faculty Position.

(a) Prior to the announcement of a faculty vacancy, there should be agreement among all responsible parties on each major element of the position (e.g., rank, salary, and eligibility for tenure), how the position relates to the department's (or equivalent unit's) likely needs for the future, the expectations concerning the professional work of the faculty member(s) being recruited, and the resources that will be provided to help the faculty member(s) meet those expectations.

(b) An institution that announces a search should be genuinely engaged in an open process of recruitment for that position. Descriptions of vacant positions should be published and distributed as widely as possible to reach all potential candidates. The procedure established for reviewing applications and for selecting final candidates should be consistent with the institution's announced criteria and commitment to a fair and open search.

(c) All announcements for faculty positions should be clear concerning rank, the length of the appointment, whether the position is with tenure or carries eligibility for tenure, whether the availability of the position is contingent upon funding or other conditions, teaching and research expectations, and requisite experience and credentials. Criteria and procedures for reappointment, promotion and tenure at the institution, as well as other relevant information, should be made available to all interested candidates upon request.

(d) Interested candidates should have at least thirty (30) days from the first appearance of the announcement to submit their applications.

2. Confidentiality, Interviews, and the Final Decision.

(a) Institutions should respect the confidentiality of candidates for faculty positions. The institution may contact references, including persons who are not identified by

the candidate, but it should exercise discretion when doing so. An institution should not make public the names of candidates without having given the candidates the opportunity to withdraw from the search.

(b) Those who participate in the interview should avoid any discriminatory treatment of candidates. All communications with the candidates concerning the position should be consistent with the information stated in the announcement for the position.

(c) Candidates for faculty positions should disclose in a timely fashion conditions that might materially bear upon the institution's decision to offer the appointment (for example, requirements for research funds, unusual moving costs, a delayed starting date, or the intention to retain an affiliation at the institution with which the candidate is currently associated).

(d) If candidates request information about the progress of the search and the status of their candidacy, they should be given the information.

(e) The institution's decision about which candidate will be offered the position should be consistent with the criteria for the position and the duties as stated in the announcement of the vacancy. If the selection of the final candidates will be based on significant changes in the criteria for the position or the duties as stated in the original announcement, the institution should start a new search.

3. The Offer and Acceptance.

(a) The institution may wish to provide informal notification to the successful candidate of its intention to offer an appointment, but the formal offer itself should be an unequivocal letter offering appointment signed by the responsible institutional officer. "Oral offers" and "oral acceptances" should not be considered binding, but communications between the successful candidate and those representing the institution should be frank and accurate, for significant decisions are likely to be based on these exchanges. The written offer of appointment should be given to the candidate within ten (10) days of the institution's having conveyed an intention to make the offer; a candidate should be informed promptly if the offer is not to be forthcoming within ten (10) days.

(b) The terms of an offer to an individual should be consistent with the announcement of the position. Each of the following should be stated clearly in the letter offering an appointment: (i) the initial rank; (ii) the length of the appointment; (iii) conditions of renewal; (iv) the salary and benefits; (v) the duties of the position; (vi) as applicable, whether the appointment is with tenure, the amount of credit toward tenure for prior service, and the maximum length of the probationary period; (vii) as applicable, the institution's "startup" commitments for the appointment (for example, equipment and laboratory space); (viii) the date when the appointment begins and the date when the candidate is expected to report; (ix) the date by which the candidate's response to the offer is expected, which should not be less than two (2) weeks from the receipt of the offer; and (x) details of institutional policies and regulations that bear upon the appointment. Specific information on other relevant matters also should be conveyed in writing to the prospective appointee.

(c) An offer of appointment to a faculty member serving at another institution should be made no later than May 1, consistent with the faculty member's obligation to resign, in order to accept other employment, no later than May 15. It is recognized that, in special cases, it might be appropriate to make an offer after May 1, but in such cases there should be an agreement by all concerned parties.

(d) The acceptance of a position is a candidate's written affirmative and unconditional response sent by the candidate to the institution no later than the date stated in the offer of appointment. If the candidate wishes to accept the offer contingent upon conditions, those conditions should be specified and communicated promptly in writing to the institution which is offering the position.

(e) If the candidate intends to retain an affiliation with his or her current institution, that circumstance should be brought promptly to the attention of the current institution and the recruiting institution.

(f) Individuals who accepted an appointment should arrive at the institution in sufficient time to prepare for their duties and to participate in orientation programs.

APPENDIX VII.

Just Cause Guidelines

Just cause guidelines commonly used by arbitrators are as follows:

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

APPENDIX VIII.

Department and Faculty Activity Plans

A. Department And Faculty Plans.

Departments consider and formulate their goals and make decisions about how to use their resources to accomplish these goals. This department plan, upon approval by the faculty of the department, is submitted to the dean for preliminary approval and forwarded to the Chief Academic Officer for final approval. Department plans shall be congruent with the respective college plan and mission. College plans shall be consistent with University mission. The college plan, upon approval by the members of the college, is forwarded to the Chief Academic Officer for final approval.

1. Role of Departments. The faculty member's responsibilities (teaching, research, and service) will be determined based on departmental needs and planning. This department plan will be used for recruitment and hiring as well as determining expectations for retention, tenure, and promotion. A faculty activity plan (previously called letter of expectations) will be prepared for faculty members in the first year of hire to inform and guide them to achieve retention, tenure, and/or promotion. Faculty activity plans will be prepared for all probationary faculty and special faculty appointment. Career development plans will be prepared for all tenured faculty regardless of status in rank and years.

Although teaching will remain the primary function of faculty members at Eastern Washington University, departments may need faculty who can fulfill a variety of roles and not all faculty will have the same roles in a department. In developing a faculty activity plan, the department, and the individual can list the faculty member's areas of strength, areas of possible improvement, personal achievement goals, departmental functions, and methods of evaluation. This approach is consistent with the list of commitments for the four-year institutions as stated in the HECB's *Institutional Productivity Initiatives: Faculty Workload Study*, 1994. The relevant sections are quoted below:

Ensure that the primary mission of each institution is instruction, which is consistent with how faculty currently allocate their time as captured by the Faculty Workload Study. In addition, each institution will pursue an appropriate balance of research/scholarly activities and public service consistent with its mission. (p. 9)

Hold the academic department accountable for faculty workload assignments and for ensuring that undergraduate student learning needs are met. This accountability must recognize the differences among departments. (p. 9)

Further, there may also be differences among faculty, some of who may give more effort to teaching in one term while others give more effort to research and service. (p. 9)

The reward system (including tenure, promotion, and post-tenure reviews) should place greater emphasis and value on undergraduate teaching. (p. 10)

With these guidelines, a department can develop individual faculty activity plans in which faculty members would perform different roles, have different goals, and be evaluated on these relevant factors. Yet all of these individual roles and goals would contribute to the department's stated goals and its primary instructional mission. The faculty activity plans are forwarded to the dean and college/university library personnel committee for acceptance or rejection. Each college/university library may require its own set of criteria for faculty activity plans. All retention, tenure, and promotion recommendations are formulated at the department level based on faculty activity plans.

APPENDIX IX.

Northwest Association of Schools and Colleges Policy on Faculty Evaluations

4.1 Policy on Faculty Evaluation.

As stated in Standard Four, the effectiveness and quality of an institution's total educational program depend upon the presence of a competent faculty. Further, it is the institution's obligation, in consultation with the faculty, to evaluate the performance of its faculty members and to provide for their development on a continuing basis.

Standard Four also calls for faculty members to be safeguarded in their exercise of academic freedom. The protection of academic freedom does not lessen the need for performance evaluation of temporary or permanent members of the faculty to ensure, on a continuing basis, the effectiveness and quality of those individuals responsible for the academic program. This ongoing evaluation may take several forms, in accordance with the size, complexity, and mission of the institution, including, for example, annual merit salary evaluations of a significant nature, promotions, and/or tenure reviews, periodic post-tenure reviews, or reviews conducted in response to some institutional need. The requirement of this policy is that every faculty member at every institution be subject to some type of substantive performance evaluation and review at least every third year.

In establishing a program of continuing faculty evaluation and in supporting a program of faculty development, institutions shall meet the following requirements:

(a) Institutions should develop in a collegial fashion and implement internal plans and procedures that specify the process and criteria by which faculty members are evaluated on a continuing basis.

(b) Collegial participation in faculty performance evaluation is critical in order to bring subject matter and pedagogical knowledge substantively into the assessment process. Nonetheless, it is the obligation of the administration to ensure quality and effectiveness of the educational program through the evaluation of faculty performance. At a minimum, an institution's evaluation plans must include administrative access to all primary or raw evaluation data.

(c) Multiple indices should be utilized by the administration and faculty in the continuing evaluation of faculty performance. Each of these data sources is to be related to the role of the faculty member in carrying out the mission of the institution. Some examples include:

(1) The evaluation of teaching through student, peer, and administrative assessment.

(2) The evaluation of the quality of scholarly performance and/or research productivity as reflect in peer judgments about publication and success in securing external funding.

(3) The evaluation of service to the profession, school, and community.

(d) Where deficiencies in a faculty member's performance are identified, the faculty member is responsible for remediating the deficiencies, and the institution is expected to assist through development opportunities. Evaluation cannot be separated from remedial action.

To conclude, the requirement for the continuing evaluation of faculty performance is to be accomplished through the joint efforts of faculty and administration. The retention of a competent faculty helps ensure that the mission of a post-secondary educational institution is being accomplished in a manner consistent with its accredited status.