

SECTION 1 RECOGNITION AND BARGAINING UNIT

- 1.1 The University recognizes the Union as the collective bargaining representative of the following unit:

All full time and regular part time employees of Western Washington University who are either designated with faculty status or perform faculty duties as defined in the faculty governance documents of the Employer, excluding casual or temporary employees (as defined in WAC 391-35-350(2)), administrators, confidential employees, graduate student employees, postdoctoral and clinical employees, and all other employees of the Employer.

- 1.2 Any University Administrator with a faculty appointment may teach or perform any faculty duties as defined in this Agreement.

SECTION 2 ACADEMIC FREEDOM

- 2.1 The University and the union agree that academic freedom is essential to the mission of the University and that providing an environment of free and honest inquiry is essential to its functioning.
- 2.2 Faculty members are entitled to full freedom in research and in the publication of the results.
- 2.3 Faculty members are entitled to freedom in the classroom in discussing their subject, but they should be careful not to persistently intrude material into their teaching which has no relation to their subject. Faculty members are responsible for maintaining high professional standards of scholarship and instruction in their fields. Therefore, faculty members shall adhere to legal and ethical standards and procedures. The commitment to academic freedom does not imply that a faculty member's teaching and scholarship are not subject to critical review and judgment as to their quality and significance.
- 2.4 Faculty members are citizens, members of a learned profession, and officers of an educational institution. When they speak and write as citizens, they should be free from institutional censorship or discipline. As scholars and educational officers in the community, they should remember that the public may judge their profession and their institution by their utterances. Hence they should be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

SECTION 3 FACULTY SENATE

The University and the Union acknowledge the role of the Faculty Senate in shared governance. The Union represents faculty interests on wages, hours, and terms and conditions of employment. The union shall endeavor to work collegially with the Senate.

SECTION 4 PARTNERSHIP

- 4.1 The University and the Union recognize that an effective and harmonious working relationship will facilitate the achievement of strategic goals. This will advance the University's mission and strategic plan and provide an environment conducive to achieving excellence.
- 4.2 A Partnership Committee, consisting of three faculty members selected by the Union and three non-faculty University representatives will meet monthly, or at such times as both sides mutually agree. The purpose of the meetings is to foster communication between the University and faculty. Items for consideration by the committee may include discussion of matters that promote collaborative relationships, and expression of opinions, ideas and concerns. The committee will serve in an advisory rather than a decision making capacity. The committee will be established on a one year trial basis--the parties may mutually agree to extend the term of the committee after the first year.

SECTION 5 MANAGEMENT RIGHTS

- 5.1 Unless specifically and expressly limited by the terms of this Agreement, the University retains all the customary and usual rights, decision making, management prerogatives, functions and authority connected with or in any way incident to its responsibility to provide overall leadership toward achieving all aspects of the University's strategic directions and to manage the University or any part of it.
- 5.2 Unless otherwise expressly restricted by a specific provision of this Agreement, the University has the sole and exclusive right, in its discretion, to exercise the following rights, which are not meant to limit the provisions of 5.1:
 - A. Determine institutional quality standards in order to achieve the University's mission and strategic goals.
 - B. Control and manage operations and supervise and direct the work force.
 - C. Determine academic programs to be offered, how and when courses shall be scheduled and delivered to achieve strategic goals.
 - D. Determine, control and regulate operation of equipment, technology, facilities, physical plant and grounds, location of operations, closing of existing locations, and the relocation of work to achieve strategic goals.
 - E. Plan, establish, modify, reorganize, create, merge or eliminate programs, departments and courses of instruction.
 - F. Determine duties and responsibilities of bargaining unit members, standards of performance evaluation, assignments, responsibilities to be performed, scheduling of those responsibilities, persons employed, promotion, transfer, non-appointment, non-renewal or reassignment.

- G. Determine the number, composition and type of academic and non-academic staff.
- H. Control and direct expenditures from its funds and allocate resources.
- I. Develop, interpret, amend and enforce written policies and procedures governing the workforce that do not conflict with specific provisions of this agreement.
- J. Enter into contracts, cooperative arrangements, articulation agreements or other agreements with other education institutions for the purpose of providing educational services to its students.
- K. Discipline and terminate bargaining unit members in accordance with the process in this agreement
- L. Adopt, revise and delete provisions of the Faculty Handbook.

SECTION 6 UNION RIGHTS

- 6.1 The University will provide to the Union a roster of all bargaining unit members by college for the fall, winter, spring and summer quarters. within 15 business days from the beginning of each quarter.
- 6.2 The Union may use University facilities on a space available basis for the purpose of holding local Union meetings and conducting local Union business, subject to University policies and procedures and payment of charges for use of the facilities, if any.
- 6.3 The Union may lease office space on campus, including charges for a telephone/fax line and use, for the duration of this agreement, to conduct local Union business. The University will determine the reasonable amount the Union will pay for the space. The request shall be pursuant to the university's facilities use policies and procedures.
- 6.4 Local Union officers may make de minimis use of University campus mail, fax machines, and the internet for the purpose of administering this Agreement. The Union may use copiers to copy materials needed for the administration of this Agreement provided that the Union complies with the payment policies that apply to other outside groups.
- 6.5 The Union may purchase up to a 50% reduction in appointment for the Local Union President. Such purchase shall include an amount to continue benefits for the Local Union President. The University will determine the reasonable amount to charge the Union for this reduction in appointment and will bill the Union. The Union shall reimburse the University within 15 days of receipt of the bill.
- 6.6 In the interest of promoting sustainable practices, the University will post a copy of this Agreement on the Human Resources website. The University will provide copies of the contract to individuals charged with administering the contract.
- 6.7 With prior approval from the Provost, Union officers may be allowed time off to attend Union sponsored meetings, provided the time off does not interfere with

- University operating needs and does not unduly disrupt the officers' assigned duties. Expenses incurred will not be reimbursable by the University.
- 6.8 The Union shall be furnished a copy of the agenda and other public information assembled for the regular and special meetings of the Board of Trustees. These materials shall be provided at the same time they are provided to the public. The Board of Trustees Rules of Operation apply to participation in Board meetings.
- 6.9 The University will provide space on existing bulletin boards in each major academic building for the posting of official notices of the Union regarding Union meetings or elections. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with the State's ethics laws, and be signed and dated by a duly authorized representative of the Union. The University may remove any posting after 45 days.
- 6.10 Payroll Deduction
- 6.10.1 The Union shall have the right to have deducted from the salary of its members an amount equal to the fees and dues required for Union membership. Dues deductions shall begin upon written authorization by the faculty member. At the beginning of the Fall Quarter, but not later than September 15th, the Union shall provide written notice to the payroll office of the Union's dues for each level of membership for that academic year. Dues deductions shall be made in equal installments throughout the academic year, with deductions beginning with the first payroll immediately following timely submission of the deduction authorization.
- 6.10.2 Once a faculty member on a limited term contract has had deductions taken, any deductions in subsequent quarters shall automatically begin with the first pay period.
- 6.10.3 Deductions shall remain in effect until such time as the individual faculty member is no longer an employee of the university, or until revoked by written authorization by the individual faculty member.
- 6.10.4 Dues deducted shall be remitted to the designated Union representative not later than ten (10) working days of the issuance of the payroll checks, along with a complete list of enrolled members and the amount deducted.
- 6.10.5 The Union will indemnify and hold the University harmless against any liability which may arise by reason of any action taken by the University to comply with the provisions of this article, including reimbursement for any legal fees or expenses incurred in connection with such action.
- 6.11 Union service will be evaluated in accordance with departmental standards for evaluation under Section 7.5.

SECTION 7 TENURED AND TENURE TRACK FACULTY APPOINTMENTS, TENURE AND PROMOTION

The parties recognize the vital role that tenured and tenure track faculty play in the academic life of the university and share a commitment to maximizing the role of tenured

and tenure track faculty in teaching at the university. Consistent with department needs and university resources, the University will give strong consideration to adding tenure track positions when adding faculty.

7.1 Definition

For this article of the contract, “department” also refers to Fairhaven College and the Library.

7.2 Appointments and Rank

7.2.1 Tenure-Track Probationary Appointments

(faculty not tenured, but on a tenure track) – Probationary appointments are made for a fixed term (typically one year) with no right to reappointment. During the term of the appointment the faculty member may be terminated only in accordance with this agreement. Reappointment of probationary faculty is subject to the terms and conditions listed in section 7.6.

7.2.1.1 Available ranks for probationary appointments and their minimum qualifications are as follows:

7.2.1.1.1 Assistant Professor

Assistant Professors have normally attained the terminal degree for the discipline. Candidates who have met all requirements for the terminal degree but the dissertation (ABD) may be appointed to this rank. Candidates appointed ABD must complete degree requirements by June 15 of their first year. If a candidate appointed ABD does not complete degree requirements by June 15 of the first year, the second year contract shall be a terminal contract.

7.2.1.1.2 Associate Professor

This rank normally includes the appropriate terminal degree and meets the standards set forth by the department and the college.

7.2.2 Tenured Appointments

Tenure is the right to continuous appointment at the university with an assignment to a specific department or program until such time that the faculty member resigns, retires, is discharged in accordance with this agreement, or is laid off in accordance with the Reduction in Force (RIF) policy defined in Section 21. Conditions of continuing appointment are subject to the terms and conditions of this agreement and include the procedures for tenure as set forth in section 7.7, and the process for evaluation of tenured faculty outlined in section 7.8.

7.2.2.1 Available ranks for tenured appointments are Associate Professor and Professor.

7.2.2.1.1 Professor. This rank normally includes the appropriate terminal degree and meets the standards set forth by the department and the college.

7.2.3 Opportunity Appointments

7.2.3.1 Department chairs or faculty members may request special opportunity hires, including, but not limited to partner hires, diversity fellows or outstanding academics.

7.2.3.2 No special opportunity hires shall be made without approval of the affected department.

7.3 Letters of Offer

7.3.1 A faculty member is appointed by the President upon the recommendation of the department chair, the dean, and the Provost. The terms and conditions of appointment are contained in a letter of offer to the candidate, signed by the chair, the dean and the Provost.

7.3.2 The letter of offer shall include: the departmental assignment to be filled, academic rank, salary, expectations with respect to the completion of advanced degrees in relation to rank and tenure, reference to the Collective Bargaining Agreement and the Faculty Handbook, and any other accommodations negotiated by the candidate.

7.4 Changes in Departmental Assignment or Appointment for Tenured and Tenure-Track Faculty

7.4.1 Faculty members may request changes in the terms and conditions of their assignment as described in the original letter of offer. Any changes shall be agreed to in writing by the faculty member, the department chair, the dean, and the Provost. Changes may be permanent or of specified duration. In the case of permanent changes, the faculty member relinquishes the right to return to the original contract without the agreement of the department chair, dean, and Provost. Changes of specified duration may be for a period of up to six years and may be renewed by agreement of all parties. All such changes are subject to approval by the President, as appointing authority. The Union shall be notified of these changes.

7.4.2 The University may require a faculty member to accept a change in departmental assignment only as a result of the termination of a program or department of instruction. Any such change must be carried out in a manner consistent with the RIF policy defined in Section 21.

7.5 Departmental Standards for Evaluation

7.5.1 Departments evaluate all tenured and probationary faculty based on written standards for each rank, set forth in the department evaluation plan.

7.5.2 These standards reflect expectations for individual disciplines and/or multi-disciplinary approaches as appropriate for each department.

7.5.3 The standards address only teaching, scholarship or creative activity, and service.

7.5.4 Department standards for evaluation must adhere to university and college criteria with regard to the institutional mission and accreditation standards.

- 7.5.5 Department standards are reviewed by a college committee, the dean and the Provost for compliance with relevant college and university standards and procedures.
- 7.5.6 All new faculty shall be given the department and college evaluation plan by the time they begin service at the university.
- 7.5.7 In the period between the time this agreement is ratified and the time that departments complete their departmental standards, the appropriate college evaluation plan shall be the governing standards. A department may adopt the college evaluation plan as the departmental evaluation plan.

7.6 Evaluation of Probationary Faculty

- 7.6.1 All probationary faculty are reviewed annually until tenure is granted or the faculty member is not reappointed. The annual review shall be completed by March 1. Under no circumstances is an evaluation of a faculty member undertaken without that individual's knowledge.
- 7.6.2 Within the academic unit evaluation consists of the following:
 - 7.6.2.1 In the first year of appointment:
 - 7.6.2.1.1 The faculty member shall meet with the department chair (or dean in colleges without separate departments) to discuss any first-year goals specified in the letter of offer (such as the completion of a terminal degree).
 - 7.6.2.1.2 The faculty member and the chair may also discuss any activities that meet departmental standards in the areas of teaching, scholarship/creative activity, and service and demonstrate the candidate's progress toward department standards for tenure.
 - 7.6.2.1.3 The chair (or dean) shall summarize the results of the meeting and shall provide an assessment of the faculty member in a letter of review to the dean (or Provost). The chair shall share the letter with the candidate prior to submission to the next level. The candidate shall be permitted five working days to submit a response addressing any errors of fact.
 - 7.6.2.1.4 The dean (or Provost) shall review the letter to verify compliance with department and college standards. A copy of the final letter shall be provided to the faculty member and the Provost by March 15.
 - 7.6.2.2 For all other years prior to application for tenure:
 - 7.6.2.2.1 Unless they are on leave, all tenured members of the department must participate in a review of the probationary faculty. Other probationary members are invited but not required to participate.
 - 7.6.2.2.2 The candidate shall submit a file with all of the materials described in section 7.7.2.1. The file shall demonstrate progress toward tenure as defined in the department standards since the original appointment.

- 7.6.2.2.3 Tenured faculty shall evaluate the file and submit a recommendation using the forms provided for tenure and promotion in the department or college standards.
- 7.6.2.2.4 The chair shall summarize individual written faculty evaluations and recommendations for or against renewal. The chair's letter to the dean (or Provost) shall include a complete and substantial assessment of the candidate's file and recommend for or against renewal in a letter to the dean. If disparities exist among the individual written faculty evaluations, the chair must include an assessment of the basis of these disparities.
- 7.6.2.2.5 The chair shall share the letter with the faculty member prior to submission to the next level. The candidate shall be permitted five working days to submit a response addressing any errors of fact.
- 7.6.2.2.6 The dean (or Provost) shall review the letter to verify compliance with department and college standards and procedures. A copy of the final letter shall be provided to the faculty member and the Provost by March 15.
- 7.6.2.2.7 In instances when serious deficiencies arise that could lead to future non-reappointment, the review letter must explain the following: the specific deficiencies, measurements to determine whether they have been remedied, and the time frame allowed for correction.

7.6.3 Conditions for Termination / Non-Renewal of Probationary Appointment

- 7.6.3.1 The only circumstances under which a probationary appointment may be terminated during a one-year contract are:
 - 7.6.3.1.1 Dismissal as provided in Section 18.
 - 7.6.3.1.2 Reduction in force as provided in Section 21.
 - 7.6.3.1.3 Inability to perform responsibilities due to disability, in accordance with appropriate federal and state laws.
 - 7.6.3.1.4 Resignation.
- 7.6.3.2 Non-renewal at the expiration of any term may occur only in circumstances where the faculty member fails to make satisfactory progress towards tenure in the period between reviews by not satisfactorily addressing serious deficiencies as outlined in the review process of Section 7.6.2.2.7. When an appointment is not renewed, written notice of non-renewal shall be provided to the faculty member by the Provost's Office by March 15.

7.7 Tenure and Promotion

7.7.1 Eligibility for tenure

7.7.1.1 The total period of full-time service at WWU prior to the acquisition of tenure shall not exceed seven years of probationary service except in cases below. Faculty shall be evaluated for tenure not later than the sixth year of service (or as amended by extensions described below). An unsuccessful application before the sixth year does not change the probationary period.

7.7.1.1.1 Scholarly leaves of absence of one year or less, except for work on an advanced degree, count as part of the probationary period, unless the individual and the President or the President's designee agree in writing to an exception to this provision at the time the leave is granted.

7.7.1.1.2 The total period of full-time service at WWU prior to the acquisition of tenure may be extended under the following circumstances:

7.7.1.1.2.1 Pregnancy leave with or without pay automatically receives the extension. This extension is also available, upon application to the President or the President's designee, to those who would otherwise be eligible but who choose not to take a leave of absence.

7.7.1.1.2.2 Faculty who take compassionate leave, military leave or who have significant circumstances that can be shown to have severely disrupted the faculty member's ability to fulfill department standards for tenure can request this type of extension which must be approved by the President or the President's designee.

7.7.1.2 Faculty may apply for tenure and promotion prior to the 6th year of their probationary period if they have reason to believe, based on their probationary evaluations, that they meet the standards set forth by the department and college.

7.7.1.3 When a candidate applies for tenure and/or promotion, all relevant experience will be considered. All candidates must demonstrate a record of accomplishment at Western Washington University.

7.7.2 Procedure for Tenure and Promotion

7.7.2.1 Candidates shall submit a complete application file to the department chair. This file is compiled by the faculty member and should include an updated curriculum vita, previous annual evaluations, and department standards. Except in unusual circumstances, the teaching portfolio must include student teaching evaluations for all courses taught. Not later than the sixth week of each quarter, the office of the dean shall remind all faculty in the unit to request teaching evaluations. The teaching portfolio may include a pedagogical philosophy, syllabi and other relevant

teaching materials for all courses taught during the period under review, and peer teaching evaluations by faculty colleagues. The supporting evidence for research/creative activity may include samples of completed work as well as the specific status of any work in progress. In appropriate cases files may include materials from previous academic positions or other relevant experience. Supporting documentation from outside sources may also be included when available. Service in the department, college, university, community, and profession may also be documented.

- 7.7.2.1.1 Once the file is submitted to the department for review, the candidate may not add any new evidence to the file, except to update the status of scholarly or creative work in progress.
- 7.7.2.2 The department has the primary responsibility for the evaluation of the candidate's file. Unless they are on leave, all tenured faculty are expected to participate in the review and submit an individual written assessment of the application along with a vote for or against tenure. Faculty on leave and probationary faculty may also participate. Staff and non-tenure-track faculty do not participate in the evaluation process.
 - 7.7.2.2.1 Departments may hold a meeting of faculty eligible to participate in the review to discuss the candidate, provided such a meeting is described in the department ~~unit~~ evaluation plan. Discussion in such a meeting shall be limited to only the materials in a candidate's file. Such a meeting shall be purely informational, with no vote taken at the meeting.
 - 7.7.2.2.2 Departments are encouraged to use external letters of evaluation as evidence for evaluating faculty performance. If a department decides to use external letters of evaluation, the procedures for requesting external letters of evaluation and the use of those letters in the evaluation of the candidate's application shall be specified in the department evaluation plan.
 - 7.7.2.2.3 The chair shall summarize individual written faculty evaluations and any external evaluations, record the department vote, write a complete and substantial assessment of the candidate's file and recommend for or against tenure in a letter to the dean and the college tenure and promotion committee. If disparities exist among the individual written faculty evaluations, the chair must include an assessment of the basis of these disparities.
 - 7.7.2.2.4 A copy of the chair's letter shall be shared with the candidate prior to its submission to the college. The candidate shall be permitted five working days to review the letter and submit a response correcting any errors of fact.
- 7.7.2.3 The candidate's file, evaluations by individual faculty members, the department chair's letter, and the candidate's response letter (if submitted) shall be forwarded to the dean of the college, who shall seek the advice of the college tenure and promotion committee. The

committee is convened by the college. The committee shall review the candidate's file in order to determine that the department's review met the standards set forth by that department and the college. A tenure and promotion committee member who is a member of a candidate's department, shall not participate in that candidate's review. The committee shall prepare a recommendation and justification based on the review, and provide a copy to the candidate and to the dean

7.7.2.4 Upon receipt of the committee's recommendation, the dean shall review the candidate's file and the recommendations in order to make a recommendation to the Provost.

7.7.2.4.1 A copy of the committee's and the dean's recommendations and justifications shall be provided to the candidate before they are forwarded to the Provost. The candidate shall be permitted five working days to review the letters and submit a response correcting any errors of fact.

7.7.2.5 All candidate's materials submitted to the dean, the review letters by the dean and the college tenure and promotion committee, and any response letter from the candidate shall be forwarded to the Provost. The Provost shall review the evidence and prepare a written recommendation with justification.

7.7.2.5.1 The Provost shall prepare a written report with a recommendation and a justification, copies of which shall be given to the candidate, the dean, and the chair.

7.7.2.6 All candidate's materials submitted to the Provost, the Provost's recommendation and any response letter from the candidate shall be forwarded to the President. The President shall review the evidence and prepare a written recommendation and justification. In cases where there are no appeals, a copy of the President's recommendation and justification shall be provided to the candidate by March 15. The President shall submit his or her recommendation and justification to the Board of Trustees.

7.7.2.7 If, when the file reaches the dean, the Provost, or the President, the administrator feels that appropriate procedures and processes have not been followed or that the case needs some clarification, the administrator may remand the case to the appropriate lower level for reconsideration. The remand must be made in writing and must state the reason(s) for the remand. Response to the remand at the level to which the case has been remanded must take place within 10 working days.

7.7.3 Appeal of a Negative Tenure Recommendation

7.7.3.1 All recommendations against granting tenure may be appealed to the next level in accord with this section.

7.7.3.2 If the department chair recommends against tenure for a probationary faculty member, the candidate has the right to appeal to the dean. This appeal must be lodged within 15 working days of receipt of the chair's

recommendation. The appeal must be in writing, stating the reasons why the candidate believes the decision is incorrect. The appeal will accompany the candidate's file along with the individual letters from department colleagues and the chair's letter to the college Tenure and Promotion committee and the dean.

- 7.7.3.3 The dean shall seek the advice of the Tenure and Promotion Committee, which shall review the materials and the candidate's appeal and prepare a written report of its evaluation, including a record of its vote. A copy of the Tenure and Promotion Committee's report shall be sent to the dean, the candidate and the chair. The dean will review all the materials and prepare a written report with a recommendation and a justification, a copy of which shall be sent to the candidate and the chair. The dean has 15 working days after receipt of the appeal in which to respond with his/her report.
 - 7.7.3.3.1 If the dean overturns the chair's recommendation and recommends for tenure and promotion, all materials will be forwarded to the Provost for review with an affirmative recommendation.
 - 7.7.3.3.2 If the dean recommends against tenure and promotion, the candidate has the right to appeal to the Provost. This appeal must be lodged within 15 working days of receipt of the dean's recommendation and must be in writing, stating the reasons why the candidate believes the decision is incorrect. The appeal will accompany the candidate's file along with the individual letters from department colleagues, the chair's letter, and the dean's letter to the Provost.
- 7.7.3.4 The Provost must respond in writing to the appeal within 15 working days after receipt of the appeal. The Provost shall prepare a written report with a recommendation and a justification, copies of which shall be given to the candidate, the dean, and the chair.
 - 7.7.3.4.1 If the Provost overturns the dean's recommendation and favors tenure and promotion, all the materials will be forwarded to the President for review with an affirmative recommendation.
 - 7.7.3.4.2 If the Provost recommends against tenure and promotion, the candidate has the right to appeal to the President. This appeal must be lodged within 15 working days of receipt of the Provost's recommendation and must be in writing, stating the reasons why the candidate believes the decision is incorrect. The appeal will accompany the candidate's file along with the individual letters from department colleagues, the chair's letter, the dean's letter, and the Provost's letter to the President.
- 7.7.3.5 The President must respond in writing to the appeal within 15 working days of receipt of the appeal. The President will prepare a written report with a decision and a justification, copies of which will be provided to the candidate, the chair, the dean, and the Provost. The President must inform the candidate of the decision no later than May 15.

7.7.3.6 If the President denies tenure in the final year of eligibility, the candidate may appeal the denial to the Board of Trustees. This appeal must be in writing, stating the reasons why the decision is incorrect, and must be lodged within 15 working days of receipt of the President's decision.

7.7.3.7 The Board of Trustees decision shall be final.

7.7.4 Tenure evaluation outcomes

7.7.4.1 An Assistant Professor who is awarded tenure is also promoted to Associate Professor.

7.7.4.2 A candidate who does not apply for tenure or withdraws from the process during the final year of eligibility is considered to have resigned from the university effective at the end of the next academic year, unless the candidate submits a letter of resignation that stipulates an earlier date.

7.7.4.3 If the candidate is denied tenure in the last year of eligibility, the contract for the forthcoming year is a terminal contract.

7.7.4.4 The termination of probationary appointments following a negative tenure decision requires one year of notice. Notification must be given by June 15.

7.7.4.5 The notice requirement is waived if a candidate fails to apply for tenure or withdraws from the process by not filing an appeal of a negative decision.

7.7.4.6 A negative recommendation by the dean or the Provost satisfies the notice requirement.

7.7.5 Process for Promotion to Professor

7.7.5.1 Except as stipulated below, the procedure follows the same steps as stipulated above for tenure cases.

7.7.5.2 The candidate shall submit a file that includes the same relevant materials as in tenure cases, except that materials should cover the period since the hire or previous promotion (whichever is more recent) and a curriculum vitae that addresses the entire academic career. Except in unusual circumstances, the file must include student teaching evaluations for all courses taught in the previous five years.

7.7.5.3 The procedure for review of promotion files follows Sections 7.7.2 through 7.7.2.5.1. Then, all candidate's materials submitted to the Provost, the Provost's recommendation and any response letter from the candidate shall be forwarded to the President. The President shall review the evidence and prepare a written decision including justification and shall inform the candidate of the decision by June 15.

7.7.5.4 The process for a candidate's appeal of a negative recommendation at any level follows Section 7.7.3 through 7.7.3.5 above, except that the President's decision is final and the candidate shall be informed of the decision by June 15.

- 7.7.5.5 A candidate who is unsuccessful in his/her application for Professor may reapply at a future date.

7.8 Post Tenure Review

- 7.8.1 Tenured faculty shall be reviewed every five years starting with their most recent promotion, unless more frequent reviews are required for accreditation. In cases of clear intention of retirement, faculty may choose not to be reviewed in the last year of service.
- 7.8.2 Faculty shall be evaluated based on department standards for their rank. These department standards shall provide for flexibility to allow for fluctuations in the relative emphasis on teaching, scholarship or creative activity, and service across the career life cycle of the individual faculty member. Faculty shall compile an evaluation file with all relevant evidence since their previous review or promotion.
- 7.8.3 Under no circumstances is a faculty member reviewed without that individual's knowledge. Faculty members who choose not to be reviewed fail the review.
- 7.8.4 The review takes place during spring quarter and follows the same process as that for tenure and promotion (sections 7.7.2.1 through 7.7.2.3) except that the college convenes a review committee. Upon receipt of the committee's recommendation, the dean shall review the candidate's file and make a final evaluation. A copy of the evaluation will be sent to the candidate and the department chair.
- 7.8.5 The faculty member's performance shall be judged as unsatisfactory, satisfactory, or superior in the areas of teaching, scholarship/creative endeavor, and service.
- 7.8.6 The performance of a faculty member must be at least satisfactory in each of the three areas: teaching, scholarship or creative activity, and service to the institution and profession. Faculty receiving an unsatisfactory final evaluation in any area will be deemed to have failed the review.
- 7.8.7 A faculty member who receives an unsatisfactory final evaluation in any area will construct a plan to address the deficiency and will be evaluated again the next year.
- 7.8.8 Failure to achieve a satisfactory final evaluation for teaching in two consecutive reviews may result in action under Section 18 of this agreement.

SECTION 8 NON-TENURE-TRACK FACULTY (TA 4/15)**8.1 Appointments**

- 8.1.1 Non-tenure-track faculty are usually appointed for the longest period of time that the need for their services can be anticipated by the University, not to exceed three years per contract.
- 8.1.2 Non-tenure-track appointments expire at the end of the contract period. Non-tenure-track faculty are not eligible for tenure, and appointments do not normally lead to a change in appointment to a tenure-track position.
- 8.1.3 Prior to extending an offer, the terms and conditions of employment of a non-tenure-track faculty member must be approved by the department chair, dean, and Provost.
- 8.1.4 Contracts offered to all non-tenure-track faculty shall be presented in a Letter of Offer that states departmental assignment, non-tenure-track faculty title, the effective dates of the appointment, salary, benefits, the FTE, a description of responsibilities, and any other accommodations negotiated by the faculty member. Non-tenure-track faculty will not be expected to perform duties outside the responsibilities outlined in the Letter of Offer.
- 8.1.5 When programmatic need exists, senior instructors may be granted multi-year appointments not to exceed three years.
- 8.1.6 Normally, contracts for returning non-tenure-track faculty will be awarded no later than July 15. Teaching sections may be added to existing contracts after July 15.
- 8.1.7 The University will consider qualifications such as teaching experience, diversity, merit and length of service at the university when making hiring and renewal decisions. The effective recommendation for hiring non-tenure track faculty lies with the department, and shall be conducted according to department policies and procedures, subject to approval of the dean and Provost. Current non-tenure track faculty shall not be denied reappointment for the sole purpose of hiring another non-tenure-track candidate at a lower salary.

8.2 Non-tenure-track Faculty Titles

- 8.2.1 Instructor. Faculty employed for a non-tenure-track position outside the structure of tenure.
- 8.2.2 Senior Instructor. An instructor with a minimum of five years experience at 0.5 FTE or more at the University with demonstrated excellence in teaching and performance of responsibilities outlined in the Letter of Offer, shall be appointed Senior Instructor following performance review and approval by the department, dean, and Provost.
- 8.2.3 Affiliated faculty: Non-tenure-track faculty employed to provide supervision of practica, internships and student teaching; and non-tenure track faculty employed only to provide individualized music lessons.

- 8.2.4 Visiting Faculty. An individual may be appointed as Visiting Assistant Professor, Visiting Associate Professor, or Visiting Professor, provided the individual qualifies for the rank and the appointment is for a designated term.

8.3 Evaluation of non-tenure-track faculty

- 8.3.1 Non-tenure-track faculty shall be evaluated by the department chair in a manner established by the department evaluation plan and on the basis of expectations and duties defined in the Letter of Offer. The evaluation will include student evaluations of all courses taught, except in unusual circumstances. The department chair may consult with the tenured and tenure-track faculty of the department if deemed appropriate by the chair or the faculty member. The department chair shall summarize the results of his/her evaluation in a letter. The faculty member shall receive a copy of this letter and have the opportunity to respond before it is submitted to the dean. The dean will review the letter to verify compliance with department and college standards. A copy of the dean's letter shall be provided to the faculty member, the department chair, and the Provost.
- 8.3.2 Under no circumstances shall a performance evaluation of a faculty member be undertaken without the faculty member's knowledge.
- 8.3.3 Senior instructors shall be evaluated once during the period of their appointment. Reappointment to senior instructor requires a satisfactory evaluation. All other non-tenure-track faculty shall be evaluated annually

8.4 Termination

- 8.4.1 Termination of Non-tenure-track faculty during their contract term may occur due to:
- 8.4.1.1 Dismissal as provided in Section 18.
 - 8.4.1.2 Reduction in force as provided in Section 21.
 - 8.4.1.3 Inability to perform responsibilities as defined in the Letter of Offer.
 - 8.4.1.4 Disability, in accordance with appropriate federal and state laws.
 - 8.4.1.5 Resignation.

8.5 Non-Renewal

- 8.5.1 Senior Instructors with multi-year contracts shall be given notice of nonrenewal by March 15 of the final year of the appointment. Failure to provide notice will result in a terminal one-year contract.
- 8.5.2 Non-renewal is not grievable.

8.6 Working Conditions

- 8.6.1 Non-tenure-track faculty shall have access to workspaces and support staff, as needed and appropriate in order to perform duties outlined in the letter of offer.

- 8.6.2 Non-tenure-track faculty shall have access to materials as needed and appropriate in order to perform duties outlined in the letter of offer and as determined by the department chair and dean. Such materials may include, but are not limited to, a computer (laptop for faculty who teach at multiple sites), access to a printer and phone.

SECTION 9 Work Load

9.1 Responsibilities.

- 9.1.1 Tenured and tenure-track faculty members' job responsibilities include a combination of teaching, advising, research or creative endeavors, and service to departments, colleges, the university, the professions, and the community. Additional responsibilities of tenured and tenure-track faculty include: advising students; attending classes as scheduled; participating in university committees; maintaining reasonable posted office hours; working collaboratively and productively with colleagues; participating in accreditation and program reviews. Distribution of workload among the job responsibilities may vary. Standards for the quality of teaching as well as standards for the quantity and quality of research and service are determined in departmental and college evaluation plans, and then used in the appropriate evaluation, tenure and promotion process.
- 9.1.2 Library faculty responsibilities include librarianship, scholarship and service. Librarianship includes: reference and instructional services, collection development, bibliographic organization and control of collection, information system design and implementation, or library management. Additional responsibilities of library faculty include: participating in university committees; maintaining reasonable posted office hours; working collaboratively and productively with colleagues; participating in accreditation and program reviews. Distribution of workload among the responsibilities may vary. Standards for the quality of librarianship as well as standards for the quantity and quality of scholarship and service are determined in the library evaluation plans, and then used in the appropriate evaluation, tenure and promotion process.
- 9.1.3 Non-tenure-track faculty responsibilities are defined in the Letter of Offer and normally consist primarily of teaching.

9.2 Teaching Workload. The underlying principles for establishing teaching load are to meet the needs of students and program requirements effectively and efficiently, and to provide a supportive teaching/learning environment. Since teaching methods vary among disciplines, each department and college is best able to assess the efforts required in teaching in its discipline(s).

- 9.2.1 The parties agree to continue stable teaching load practices for faculty that maintain the historic departmental levels of teaching or librarianship constituting one FTE workload in each college. Deans will continue to have discretion over allocating resources across departments within the college. The current collaboration between the dean and the department

chairs will continue. Department chairs shall continue to have the flexibility to make changes in individual workload among faculty members due to programmatic, curricular and student needs.

- 9.2.2 The dean of the college will determine, in consultation with the chairs, the courses and sections to be offered and the allocation of faculty teaching workload across faculty in the department, within the resources available.
- 9.2.3 In collaboration with the dean, each department shall develop a policy to determine the distribution of the departmental teaching load among its members. In determining the teaching workload of faculty members, departments will develop measures for the effort involved in teaching courses of different types and sizes and with different meeting schedules, and measures for the effort involved in other tasks (such as labs, studio classes, supervision of student projects, theses or performances, and the coordination of group activities or multiple sections). The same criteria shall apply to all faculty members in the department. The departmental policies must be approved by the dean and the Provost.
- 9.2.4 With approval of the dean and Provost, tenure-track and tenured faculty may be permitted to buy out teaching workload (e.g. through grant-funded activities), provided that the overall teaching, scholarship, and service needs of the unit, as determined by departmental policy, and approved by the dean, can otherwise be met.
- 9.2.5 The teaching assignments of the current tenured and tenure-track faculty members in the department shall be determined by May of the previous academic year.
- 9.2.6 The Department Chair shall be responsible for implementing departmental policy for the distribution of teaching load according to faculty qualifications and the curricular needs of the department and the University.

9.3 Library Faculty Workload.

- 9.3.1 The underlying principles for establishing workload for tenured and tenure track library faculty are to meet program requirements effectively and efficiently and to support the teaching/learning environment. Non-tenure-track responsibilities are defined in the Letter of Offer and normally consist primarily of librarianship.
- 9.3.2 In collaboration with the Dean of the Library, each department develops a policy to determine the distribution of the departmental librarianship load among its members. In order to provide an opportunity for promotion, such distribution must include appropriate time for scholarship of not less than four hours per month. The departmental policies must be approved by the Dean and the Provost.

SECTION 10 PAID PROFESSIONAL LEAVES (TA 3/26/08)

10.1 Paid Professional Leaves

10.1.1 Professional leave is granted for the purpose of affording faculty members an opportunity to carry forward research, to improve teaching techniques or methods, or to participate in other creative endeavors which by their nature and scope enable individuals to enhance their contributions to the programs of the University.

10.2 Eligibility

10.2.1 Only tenured faculty members are eligible to receive professional leave.

10.2.2 Faculty members may be granted professional leave for a maximum of one academic year for each leave. Professional leave may be granted to a faculty member on fractional appointment up to the fraction of an FTE that the faculty member held in the year prior to the award of the leave.

10.2.3 Faculty members granted professional leave are required to return to the institution for a period of time equal in length to the length of the professional leave. If this requirement is not met, the person shall reimburse the University for the cost of the leave in terms of salary and fringe benefits.

10.2.4 A person must serve a minimum of six years (or eighteen regular term quarters) at Western Washington University before the first professional leave is taken.

10.2.5 A faculty member may not accumulate more than one academic year of eligibility for professional leave. Eligibility for professional leave accumulates at the rate of one quarter of leave per six quarters of service at Western. For tenured faculty members on fractional appointments, eligibility for professional leave accumulates at a rate proportional to their appointment.

10.2.6 Leaves of less than one academic year may be requested or awarded. Leaves may not be divided into segments of less than one quarter. Should a person (apply for or) be awarded fewer quarters of leave than the accumulated quarters of eligibility, s/he shall be eligible to apply for the remaining quarters of eligibility in succeeding years.

10.2.7 Certain periods of other types of leave, at the request of the faculty member and with approval of the chair, dean and Provost, may be counted as service to the institution for accumulation of professional leave benefits. (e.g.: leaves of a compassionate nature, protected medical leave and leaves that serve the academic missions of the institution.) No more than three quarters of leave (of any type) may be counted toward eligibility for professional leave.

10.2.8 Total professional leaves at any one time are limited by statute. Therefore, the department must develop long range plans for scheduling applications for leaves to minimize the impact on student progress.

10.3 Professional Leave Benefits

10.3.1 If no other form of compensation is involved, such as grant funds, stipends, or fellowships, compensation by the University shall be an amount equal to the normally contracted salary for the period of the leave, provided that such compensation does not exceed the limits set by the law. *(Note that current law limits the amount that can be paid faculty. RCW28B.10.650 states that remuneration from state general funds and general local funds for any such leave granted for any academic year shall not exceed the average of the highest quartile of a rank order of salaries of all full-time teaching faculty holding academic year contracts or appointments at the institution or in the district.)*

10.3.2 Faculty members are encouraged to seek external grants, fellowships or other sources of support to supplement the University leave salary. Faculty members may supplement the University salary from outside sources to defray additional costs of travel, relocation of the faculty member and dependents to the location of the sabbatical project, and project expenses, provided prior written approval from the President is obtained. Supplementary income is also subject to the following conditions:

10.3.2.1 If earning outside support requires work unrelated to the purposes of the leave, approval shall not be given.

10.3.2.2 If the source of the supplementary salary is a scholarship or fellowship, no approval is necessary.

10.3.2.3 If the supplementary salary is from a grant or a contract administered by the University, the total of the University salary and the supplementary salary may not exceed the contracted salary of the faculty member.

10.3.3 During each biennium the University shall make a good faith effort to grant as many professional leaves as permitted by law.

10.3.4 Professional leave decisions are matters of merit and are not subject to the grievance procedure.

10.4 Reports

10.4.1 Within one quarter after the faculty member returns from professional leave, the faculty member shall provide a written report to the chair, dean, and Provost, describing that was accomplished during the leave, including the benefits of the leave. The faculty member may be requested to present or provide a public lecture or, in some other way, share the benefits of the leave with the rest of the University community.

10.4.2 Faculty members who fail to submit the report required by this Section, following a reasonable reminder to do so, shall not begin accumulating quarters of eligibility for future professional leave until the report is submitted.

10.5 Application Procedure

10.5.1 The Provost shall issue a call for applications for professional leave by mid- September.

10.5.2 The following information is to be supplied in an application form, which is obtained from the appropriate Dean:

- The number of quarters and dates of leave desired;
- A detailed statement of the applicant's plans for utilizing the time requested;
- A detailed description of how the proposed activities contribute to the individual's area of study, professional development, and contributions to the university;
- Names of institutions and individuals with which the applicant shall be associated, together with pertinent itineraries and specific dates;
- A statement of any time to be spent on other duties and any compensation to be received;
- A current vita;
- In cases where technical support is required for the project, a statement of support costs and how these shall be met;
- Additional material in support of the proposed program such as examples of the applicant's work; and
- Copies of reports of any previous professional leaves and reports of the results of any summer research or teaching grants or faculty development grants the faculty member may have received over the previous three years. The application should also include descriptions of any applications for summer research or teaching grants or faculty development grants that are still pending decision.

10.5.3 Upon receipt of materials from the applicant, the chairperson's recommendation to the Dean shall include an evaluation of the merits of the proposal and the benefits the activity described in the proposal could provide the faculty member and the programs offered in the Department.

10.5.4 In making the recommendations to the Dean, the chairperson shall describe the impact of granting the leave on the department's course offerings and students' progress.

10.5.5 The completed application shall be submitted by the chairperson to the Dean of the applicant's college by October 15.

10.6 Review Procedure

10.6.1 The application shall be judged on the basis of the following criteria:

- Academic or scholarly significance;
- Soundness of design, procedure, or operational plan, including clear objectives and timeline;

- Relationship of planned activity to individual's area of study and professional development;
 - Expected outcomes and benefits, including dissemination of results;
 - Evaluation of applicant's ability to achieve the proposed goals;
 - Value of the project in terms of academic benefits to the institution upon the applicant's return from the leave.
- 10.6.2 The dean of each college, in cooperation with the appropriate chairperson(s), shall evaluate all applications from the college. The deans of the colleges may implement additional review procedures at the college level consistent with the policies of the respective colleges. The merits of the application and the expected benefits to the individual, department, and the university shall be assessed using the criteria in 10.6.1.
- 10.6.3 The Deans shall forward all applications with their recommendations to the Provost by November 15. The Provost, advised by a faculty committee composed of six members, shall submit the final recommendations to the President regarding the professional leave awards. The faculty committee shall be selected by the Provost from among those faculty members who have returned from professional leave within the previous three years. As far as possible, committee membership shall include faculty representing the different disciplines, though it is not the intent that each college shall regularly have a representative on the committee. The committee members serve three-year terms, two members of the committee being replaced each year. The Provost shall notify the applicants and their chairpersons and Deans of the recommendations and provide them a written explanation of the basis for the decision by January 15th. The President shall report the decisions to the Board of Trustees at the February meeting.

SECTION 11 LEAVES OF ABSENCE

11.1. Paid Leaves

11.1.1. General Eligibility

- 11.1.1.1. A faculty member becomes eligible for leaves on assuming an appointment with the university and commencing employment.
- 11.1.1.2. Faculty members are not eligible for benefits beyond the end of their contract period, or as defined more specifically below.
- 11.1.1.3. Faculty members employed for the summer session are eligible for benefits during that summer such that the total of salary and benefits does not exceed their summer contract.
- 11.1.1.4. Further eligibility requirements apply to certain paid leaves as specified below.
- 11.1.1.5. If the faculty member is not employed during the summer and the condition starts between June 16 and September 15 of a given year, benefits begin September 16.

11.1.2. Definition of Terms

An immediate family member is a child under eighteen (18) years of age, an older child incapable of caring for himself or herself, a spouse or domestic partner, or parent.

11.1.3 Short Term Medical Leaves

11.1.3.1. Definitions

11.1.3.1.1. A short-term medical illness or accident is one that prevents a faculty member from discharging his or her responsibilities for two weeks or less. Procedures for covering a faculty member's responsibilities during a short-term medical leave are developed by each department or college to cover the unique conditions of that unit. A short-term medical leave may be used by faculty who must care for an immediate family member who is injured or ill.

11.1.3.1.2 A faculty member is deemed to have a recurrent short-term illness when the total number of days of service missed as a result of the medical condition exceeds two weeks in an academic year but a disability is not claimed to exist. When a faculty member has a recurrent short-term illness, the Provost or designee may require verification of the illness by the treating physician. The Provost or designee may also require that the faculty member present evidence that he or she is receiving treatment to remedy the condition. The faculty member shall be referred to Human Resources to determine eligibility for protected medical leave and/or extended medical leave in coordination with the Provost's Office.

11.1.3.2. Eligibility

All faculty members are eligible for short term medical leave benefits beginning with the first day of the medical condition.

11.1.3.3. Benefits

While eligible for benefits, faculty members on short term medical leaves will receive:

11.1.3.3.1. Full pay and full status.

11.1.3.3.2. Standard contribution to retirement and health and disability plans.

11.1.3.3.3. Continuation of all other financial benefits.

11.1.4. Maternity Leave

11.1.4.1. Definition

Leave for maternity will cover the period in which a mother is unable to perform her faculty duties prior to, during, and after childbirth.

11.1.4.2. Benefits

11.1.4.2.1 Paid leave for maternity will cover the period of disability prior to, during, and after childbirth as determined by the faculty member's attending health professional and will be for approximately ten weeks, or more if needed for medical reasons. (See also sec. 7.7.1.1.2.1 regarding delay of tenure decision.)

11.1.4.2.2 In the event an extended leave is medically necessary, the maternity leave period is considered as part of the 180 calendar days maximum medical leave described in section 11.1.5. Paid maternity leave will run concurrently with any state or federally protected leave benefits for which the faculty member may be eligible.

11.1.4.2.3. Faculty members on maternity leaves will receive benefits as in sections 11.1.3.3.

11.1.4.2.4. Up to three quarters of maternity or related extended medical leave will be counted in determining eligibility for professional leave.

11.1.5. Extended Medical Leaves

It is the intent of this policy to aid faculty through periods of disability and to encourage full and speedy recovery.

11.1.5.1. Definition

An extended medical condition means the incapacity to perform faculty duties for a period of more than two weeks, resulting from accident, illness, or recurrent short term illness. Use of medical leave up to 180 calendar days may be part or full time depending on medical documentation.

11.1.5.2. Eligibility

11.1.5.2.1 Tenured and tenure-track faculty are eligible for extended medical leave based on the FTE at the time of the leave and medical documentation. Non-tenure track faculty with .5 or greater appointment with a year or more of cumulative service are eligible for 180 calendar days of medical leave or until the end of the contract, whichever is shorter. Benefits for non-tenure track faculty will be provided only during the

contracted service period and may not exceed the length of service with the university.

- 11.1.5.2.2. Any faculty member on extended medical leave must submit to the office of the President or President's designee a verification of the medical condition.

11.1.5.3. Benefits

- 11.1.5.3.1. Leave shall be given for each separate case as required for recovery to resume normal duties up to the maximum time specified in 11.1.5.2.1.
- 11.1.5.2.3. In general, benefits are awarded for a period of 180 calendar days or for the period in which the individual is unable to perform assigned duties, whichever is shorter.
- 11.1.5.3.2. Faculty members on extended medical leaves will receive benefits as in sections 11.1.3.3.
- 11.1.5.3.3. If the need for medical leave continues beyond 180 calendar days, the faculty member may receive long-term disability insurance benefits, provided that the faculty member has elected to carry such long-term disability coverage as part of his/her insurance package and qualifies under the rules of that plan.
- 11.1.5.3.4. Up to three quarters of extended medical leave will be counted in determining eligibility for professional leave.

11.1.5.4. Administration of Extended Medical Leaves

- 11.1.5.4.1 Human Resources-will inform faculty members of documentation required for extended medical leave. In coordination with the Provost's office, Human Resources will confirm necessary documentation and employment status for eligibility for extended medical leave.
- 11.1.5.4.2 Before resuming normal duties, the university may require a certificate of ability to return to normal duties.
- 11.1.5.4.3 Termination of extended medical leave benefits shall be preceded by advance written notice to the individual concerned and such termination is made through an official Personnel Action form.
- 11.1.5.4.4 In the event that a faculty member is assigned the teaching duties of a colleague taking extended medical leave, the dean and chair shall confer regarding appropriate release time or compensation.

11.1.6. Compassionate Leave

11.1.6.1 At the discretion of the President or President's designee leave of up to a month may be granted for the care of someone other than an immediate family member who is injured or ill. If such a leave is granted, the parties to this agreement will be notified of the decision.

11.1.6.2 Faculty members on extended medical leaves will receive benefits as in sections 11.1.3.3.

11.1.7. Bereavement Leaves**11.1.7.1. Definition**

A bereavement leave is a leave to attend the funeral, memorial service, or other ceremony after an immediate family member's death.

11.1.7.2. Eligibility

11.1.7.2.1. Any faculty member on bereavement leave may be asked to submit to the office of the President or President's designee a verification of the death.

11.1.7.3. Benefits

11.1.7.3.1. A bereavement leave may last up to a period of no more than one (1) week.

11.1.7.3.1 Benefits are as in sections 11.1.3.3.

11.1.8. Leaves for Jury or Court Duty**11.1.8.1. Eligibility**

11.1.8.1.1. Faculty members serving on juries or as witnesses in legal actions shall attempt to arrange their court obligations to minimize interference with their classes and other University responsibilities.

11.1.8.2. Benefits

11.1.8.2.1. Faculty shall retain full pay and status during such periods, less that amount received as remuneration for service on the jury.

11.1.8.2.2. The period of leave for jury or court duty (excluding compensated service as an expert witness) will be counted as full-time service in determining eligibility for professional leave.

11.1.8.2.3 In the event that a faculty member assumes the teaching duties of a colleague on jury duty for more than two weeks, the dean and chair shall confer regarding appropriate compensation.

11.2. Leaves Without Pay

Extended leave without pay or benefits may be granted at the discretion of the President and the Board of Trustees upon the recommendation of the chairperson and dean. The types of such leave include compassionate leave, extended military leave, leave for elective office, and leaves for academic pursuits.

11.2.1. Definitions

- 11.2.1.1. Compassionate leave is a leave that allows a faculty member to attend to family matters. This leave may be taken for (i) the care of a family member, (ii) the administration of the estate or the disposition of other legal matters on behalf of a family member, or (iii) extended bereavement.
- 11.2.1.2. Family matters are those involving an immediate family member (see 11.1.2.) or a member of the faculty member's extended family, (i.e. those people related to the faculty member by a chain of immediate family relations).
- 11.2.1.3. Leave for elective office is a leave that allows a faculty member to campaign for office or to serve in an elected office.
- 11.2.1.4. Leave for academic pursuit is a leave that allows a faculty member to engage in scholarly or creative activity, in special studies, or in professional development.
- 11.2.1.5. Military leave is defined in 11.4 below. Extended military leave is one whose period exceeds 15 days.

11.2.2. Eligibility

- 11.2.2.1. Leaves without pay may be granted to faculty members with one or more years of service.
- 11.2.2.2. Requests for leaves without pay shall be made through the faculty member's chair or dean, as appropriate, and shall contain a statement of the applicant's purpose and plan.
- 11.2.2.3. When possible, requests for leave shall be made at least two quarters in advance of the beginning of the leave. Requests for extension of leave shall follow the same rule.

11.2.3. Benefits

- 11.2.3.1. A faculty member securing a leave without pay shall receive a written statement from the President or President's designee indicating the times when the leave is to begin and end. For probationary faculty, leave without pay does not count toward the period of service for tenure, unless an agreement to the contrary is made in writing.
- 11.2.2.3. Leave may be granted for a period of time of up to one year, upon the recommendation of the chairperson or dean and approval by the President or President's designee. Leave may be extended for an additional two years. In case a faculty

member is elected to public office, the leave shall extend through the initial term of that public office.

- 11.2.3.2. Upon returning, the faculty member shall resume the same position, unless the individual was promoted while on leave.
- 11.2.3.3. The faculty member's leave proposal shall specify the date the faculty member will return to work. Any extension must be requested a full quarter before the end of the leave.
- 11.2.3.4. The faculty member returning from leave shall be entitled to pay at the rate the individual would be receiving if in continuous service.
- 11.2.3.5. A faculty member who has a work assignment at the university for at least one day a month during a leave without pay will be eligible for continued paid benefits. If this condition is not met, faculty may elect to continue certain benefits on a self-pay basis. A faculty member who takes a leave without pay for academic pursuits may receive certain insurance and retirement benefits while on leave, provided that, in the opinion of the dean and the President or President's designee, the purposes of the leave directly benefit the institution, and provided that the compensation available to the faculty member on leave is less than the compensation (including benefits) the faculty member would have received had he or she remained in the University's employ.
- 11.2.3.6. Up to three quarters of compassionate leave without pay, or of extended military leave without pay, shall be counted in determining eligibility for professional leave. For the remaining types of leave without pay, the faculty member may include in his or her request that up to three quarters of this leave count in determining eligibility for professional leave, and the President or President's designee will decide this matter and inform the faculty member of the decision in writing at the time the leave is granted.

11.4. Military Leaves

11.4.1. Definition

- 11.4.1.1. Military leave is leave that allows a faculty member to serve in the military when she or he is drafted, recalled into service, or, in time of war, voluntarily enters military service. This includes leave to undertake military or wartime assignments in a civilian capacity.
- 11.4.1.2. A short term military leave is one whose period does not exceed 15 calendar days.

11.4.2. Eligibility

Faculty members are eligible for short term military leaves and also for extended military leaves without pay (see 11.2) whenever they meet the definition for military leave.

11.4.3. Benefits

11.4.3.1. The following legal provision applies to faculty and can be used when the faculty member cannot conveniently arrange to serve a period of active duty outside the academic year or summer session for which she or he is employed. Every officer and employee of the state or of any county, city, or other political subdivision thereof who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized Reserve Armed Forces of the United States shall be entitled to and shall be granted military leaves of absence from such employment for a period not exceeding 15 calendar days during each year. Such leaves shall be granted in order that the person may participate in active training duty in such a manner and at such time as ordered into active training duty. Such military leaves of absence shall be in addition to any vacation or sick leave to which the individual might otherwise be entitled and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the faculty member shall receive from the state or the county, city, or other political subdivision, normal pay.

11.4.3.2. Short term military leaves will count as service towards professional leave.

SECTION 12 PROFESSIONAL CONDUCT AND CONFLICT OF INTEREST

12.1 Faculty members are expected to observe in all actions the highest standards of ethics consistent with the State of Washington statutes, the regulations of the Executive Ethics Board and its advisory opinions, and the policies of the University Board of Trustees. *The Code of Faculty Ethics for the Faculty of Western Washington University* [Appendix F of the Faculty Handbook, 2005-2007 edition, as revised from time to time] is herein incorporated by reference. Faculty have a duty to comply with the Faculty Code of Ethics.

12.2 Faculty members are expected to avoid “conflict of interest” and “conflict of commitment” as defined below:

12.2.1 A conflict of interest is any conflict between the private interests of the faculty and the public interests of the university including conflicts of interest specified under Washington statutes.

12.2.2 A conflict of commitment is any activity which interferes with the full performance of the faculty’s professional or institutional responsibilities or obligations.

- 12.3 Faculty members must comply with the following policies:
- A. The *University Policy on Financial Disclosure for Externally Funded Projects* [POL-U5400.20], as revised from time to time], herein incorporated by reference;
 - B. The *University Policy on Consulting and Other Compensated Professional Activities* [Section XII.B of Faculty Handbook 2005-2007 edition, as revised from time to time], herein incorporated by reference;
 - C. The *Policies Governing Procedures for the Use of Animals in Research and Teaching at Western Washington University*, as revised from time to time, herein incorporated by reference;
 - D. *Policies & Procedures for the Review of Research involving Human Subjects* [Appendix L of the Faculty Handbook, 2005-2007 edition, as revised from time to time], herein incorporated by reference; and
- 12.4 Faculty shall not engage in misconduct in research and scholarship, defined as:
- 12.4.1. The intentional fabrication or falsification of data, research procedures, or data analysis; plagiarism; or other fraudulent activities in proposing, conducting, reporting, or reviewing research.
 - 12.4.1.1 Fabrication is making up data or results and recording or reporting them.
 - 12.4.1.2 Falsification is manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research record.
 - 12.4.1.3 Plagiarism is the appropriation of another person's ideas, processes, results, or words without giving appropriate credit
 - 12.4.2. The willful failure to comply with federal, state, or university requirements a) for protecting researchers, human subjects, and the public during research and b) concerning the humane treatment of animals used in research.
 - 12.4.3. The use of research funds, facilities, or staff for unauthorized and/or illegal activities.
 - 12.4.4. Research misconduct does not include honest errors, honest differences of opinion or differences in interpretation or judgments of data.
 - 12.4.5. Procedures for handling misconduct under this section are provided in sections C and D. 1 and 2 of Appendix G, pp 109-11 of the Faculty Handbook 2005-2007. Any adjudication or appeal resulting from the process shall follow sections 18, 19, or 20 of this agreement.
- 12.5 Faculty shall not use the facilities, equipment, or services of the university in connection with any activity creating a conflict of interest.
- 12.6 No faculty member shall participate in any university decision which involves the appointment, evaluation, promotion, retention, or dismissal of a family member, a person with whom he/she co-habits, or a person with whom he/she has a romantic

- or sexual relationship or which might have a direct effect on the condition of employment with the University of a family member, a person with whom he/she cohabits, or a person with whom he/she is having a romantic or sexual relationship.
- 12.7 No faculty member shall review, audit, or administer public funds under the control of another family member, a person with whom the employee co-habits, or a person with whom the employee has a romantic or sexual relationship.
- 12.8 When a faculty member discovers that his/her duties will lead to making decisions regarding the appointment, evaluation, promotion, retention, or dismissal of a family member, a person with whom he/she cohabits, or a person with whom he/she has a romantic or sexual relationship, he/she will promptly inform his/her immediate supervisor (chair, director, or dean) and request that those duties be assigned to a different faculty member.
- 12.9 Members of the same family, persons in cohabitation relationships, or persons engaged in an intimate relationship may be employed by the university on the faculty in the same department or in different departments so long as each person meets the standards of qualification, and they adhere to Sections 12.6 and 12.8.
- 12.10 The relationship faculty have with students carries the added responsibility to both the student and the University for the relationship to remain free of abuse of power or favoritism, or the appearance of abuse of power or favoritism.
- 12.11 Except for changes required by external agencies, law, regulations or court decisions, the union will be given notice of the proposed changes and the opportunity to bargain over these changes.

SECTION 13 DISCRIMINATION, HARASSMENT PROHIBITED

- 13.1 The University and the Union are committed to the principle of equal employment opportunity as expressed in various state and federal laws and in University policies, including, without limitation, laws and policies on discrimination, sexual and other harassment, and affirmative action. Discrimination on the basis of race, color, creed, religion, national origin, sex, age, disability, marital status, or status as a Vietnam era or disabled veteran is prohibited by federal and state statutes. Discrimination on the basis of sexual orientation is prohibited by University policy and Governor's Executive Order. University policies on these subjects are published on the university website and as Appendix C of the Faculty Handbook. The University agrees to give the Union at least 30 calendar days notice of changes in these policies.
- 13.2 For the purposes of this section, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:
- 13.2.1 Submission to such conduct or activity is made either explicitly or implicitly a term or condition of an individual's employment or academic progress.
- 13.2.2 Submission to or rejection of such conduct or activity is used as the basis for employment or evaluation.

- 13.2.3 Such conduct or activity interferes with an individual's employment or educational advancement.
- 13.2.4 Such conduct or activity creates an intimidating, hostile or offensive environment.
- 13.3 Faculty shall not participate in conduct which violates this Section. Faculty who violate this Section or University policies on this topic shall be subject to a range of sanctions, including discharge.

SECTION 14 WORKPLACE VIOLENCE

- 14.1 The university is committed to maintaining a work environment that is as free as possible from acts or threats of violence. The university will continue to make all reasonable efforts to protect the safety and security of faculty and the University community, and will maintain appropriate written policies for dealing with violence in the workplace. Faculty will not commit any act of violence nor engage in any threat or implied threat of violence. Faculty who violate this Section or University policies on this topic will be subject to a range of sanctions, including discharge.

SECTION 15 INTELLECTUAL PROPERTY

- 15.1 The Patent and Copyright Policy that appears as Appendix M of the Faculty Handbook 2005-2007 edition is hereby modified and incorporated by reference into this agreement as Appendix XX. Except for changes required by external agencies, law or regulation or court decision, the union will be given notice of proposed changes and the opportunity to bargain over those changes.

SECTION 16 DEPARTMENT CHAIRS

- 16.1 Appointment
 - 16.1.1 Department chairs are appointed upon the joint recommendation of the dean and department based on the process as established in the department and college evaluation plans, and subject to approval by the Provost. The appointment is for a fixed term set by the college, and includes responsibilities during the summer quarter.
- 16.2 Evaluation
 - 16.2.1 Based upon input from the department faculty through the process described in the department and college evaluation plans, the dean shall periodically evaluate the chair and meet with the chair to discuss the results of the evaluation. Based on the evaluation, the dean and the department chair jointly develop performance goals. If during the term of the appointment, the chair fails to fulfill responsibilities outlined in 16.3.1, the dean may remove the chair.
- 16.3 Responsibilities

- 16.3.1 The chair, with appropriate consultation with department faculty and staff, is responsible to the department, the college and the university for leadership in matters affecting the department including, but not limited to: recommending appointment of new faculty and staff; curriculum; administration of space and equipment allocated to the department; budget management; faculty teaching assignments and workloads; course scheduling; resolution of student and faculty concerns; faculty and staff development and performance evaluations; and reviews and recommendations regarding tenure and promotion of faculty in the department. The chair is also responsible for the development and maintenance of department records, for facilitating the harmonious functioning of the department, for management of the department's resources, and for providing information to the dean in a timely manner for use in personnel and departmental resource decisions.

SECTION 17 FACULTY FILES

- 17.1 The university maintains three official files for each faculty member:

- 17.1.1 A professional record file in the office of the Provost;
- 17.1.2 A personnel file in the office of the dean of the appropriate college;
- 17.1.3 In the office of Human Resources, payroll, benefits and confidential medical files maintained in accordance with state and federal law, including compliance with HIPAA.

17.2 Access to Official Faculty Files

- 17.2.1 Faculty members shall have the right to examine their own individual files and may request a copy of those files, except for confidential evaluation and reference materials, to the extent allowed by law. The University may charge a reasonable fee for copying any materials beyond the first copy requested by the faculty member or his/her representative. Faculty members may place in these files a response to adverse information regarding performance or discipline that may be contained therein.
- 17.2.2 A union representative, with written authorization from the faculty member concerned, and subject to the University's duty to provide for security of the records, may examine and receive a copy of all or part of the official files of that faculty member. The faculty member and/or representative may not remove any contents. A copy of the signed authorization form shall be retained in the faculty member's personnel file.
- 17.2.3 University access to official faculty files shall be restricted to university representatives who have a legitimate need to know.
- 17.2.4 The university shall make a reasonable effort to notify a faculty member of any requests under public disclosure laws for information from the official faculty files prior to releasing the information.

17.2.5 The University shall not include material in the faculty member's official files unless the source of the material is identified, subject to state and federal laws protecting confidentiality.

SECTION 18: DISCIPLINARY ACTION/DISCHARGE

- 18.1 No faculty member shall be disciplined or discharged without just cause.
- 18.2 Except as provided in Section 18.3, the University will provide progressive discipline consisting of verbal warning, written warning, suspension without pay, and discharge. However, the University need not follow progressive discipline if the nature of the offense calls for immediate suspension without pay or discharge.
- 18.3 Progressive discipline is not required, and immediate suspension without pay, or discharge may occur for reasons which constitute just cause, such as:
 - 18.3.1 Violation of Section 13, Discrimination, Harassment Prohibited.
 - 18.3.2 Violation of Section 14, Workplace Violence.
 - 18.3.3 Serious scientific or scholarly misconduct, consisting of, but not limited to, significant misrepresentation of credentials, falsification of data, plagiarism, or abuse of confidentiality.
 - 18.3.4 Conviction of a felony
 - 18.3.5 Malicious interference with the scientific, scholarly or academic activities of others.
 - 18.3.6 Violation of the University's drug free work place policy.
 - 18.3.7 Engaging in a strike.
- 18.4 The University may suspend a faculty member with pay pending investigation of an allegation. The union will be notified of any such suspension.
- 18.4 Progressive discipline consisting of verbal warning or written warning will be administered by the dean
 - 18.4.1 A dean may recommend to the Provost suspension without pay or discharge. The Provost may initiate suspension without pay or discharge in writing. Written notice of suspension without pay or discharge will be given to the faculty member.
- 18.5 Disciplinary Procedures
 - 18.5.1 Informal meetings between the University and faculty regarding workplace issues are encouraged
 - 18.5.2 If prior to, or during, a meeting between the University and a faculty member, the faculty member reasonably concludes that discipline could result, the faculty member shall be entitled to representation by the union. If necessary, the meeting may be suspended for a reasonable time to obtain representation. All disciplinary meetings shall be conducted in private. Settlements reached in cases where the faculty member has

chosen to waive the right to union representation shall be non-precedent setting.

- 18.5.3 Faculty shall be given a fair and reasonable opportunity to respond to complaints which could result in discipline.

SECTION 19 APPEAL PROCEDURE IN SUSPENSION WITHOUT PAY AND DISCHARGE

SECTION 20 GRIEVANCE AND COMPLAINT PROCEDURES

SECTION 21 REDUCTION IN FORCE

21.1 Definitions

- 21.1.1 "Reduction in Force" refers to the termination of a faculty appointment resulting from a financial exigency, program reduction, or financial emergency. Faculty may not be laid off as a result of a financial exigency or program reduction except as provided in this policy.
- 21.1.2 "Financial exigency" is defined as a condition of projected deficit in the University's operating budget of such magnitude that reduction in faculty is necessary.
- 21.1.3 "Program reduction" is defined as the elimination or merger of degree programs, departments of instruction, or colleges, which is a function of the University in its regular review of enrollments, departments and programs, resource allocation and strategic planning.
- 21.1.4 "Financial emergency" is defined as a sudden, catastrophic situation (including but not limited to natural disaster, public health crisis, or act of terror) that requires budget reductions of such magnitude that the layoff of faculty is necessary and of such urgency that procedures and notice in Sections 21.2 and 21.4 cannot reasonably be followed.

21.2 Initiation of Reduction in Force

- 21.2.1 In order to maintain the University's strong commitment to academic integrity and diversity, the rules set forth herein make provision for adherence during the reduction process to the University's Strategic Plan and to the goals and requirements of the University's Affirmative Action Program to the fullest extent allowed by law.
- 21.2.2 The University shall prepare and set forth, in writing, the circumstances giving rise to the declaration of a financial exigency or program reduction, and shall meet with the Union seeking recommendations as to the impact on faculty positions.
- 21.2.3 Any reduction in force resulting from a financial exigency or program reduction shall be declared and initiated only after feasible alternatives to reduction in force have been considered by the University, with input from

the Faculty Senate, union, and faculty potentially affected by a reduction in force. Such measures may include, but are not limited to: reduced appointments; leave without pay; shared appointments; reassignment to another academic unit; transfer to a non-teaching position; supplementation of teaching with non-teaching duties; and early retirement with appropriate compensation.

- 21.2.4 For any reduction in force resulting from financial exigency or program reduction, the affected unit(s) shall be notified of the proposed reduction and rationale for that reduction.
- 21.2.5 The paramount goal in the development of strategies and actions for dealing with reduction in force must be to maintain the goals of the University and the objectives of the strategic or long range plans of the University and its units.
- 21.2.6 The University shall meet with the union before implementing any reduction in force related to program reduction or financial exigency. The union shall be provided with written information regarding the reduction in force, including a rationale for the proposed reduction and a list of faculty whose positions are under consideration for elimination or assignment change.
- 21.3 **Retention priority criteria within academic units or sub-units.** During reduction in force, the following criteria shall be utilized in determining the retention priority of all faculty members within an affected academic unit or sub-unit after programmatic needs have been determined:
 - 21.3.1 Tenured faculty members shall have retention priority over all untenured faculty members; untenured, tenure-track faculty members shall have retention priority over all non-tenure-track faculty members;
 - 21.3.2 Between faculty members with the same status (tenured, probationary, or non-tenure-track), the faculty member with the higher rank shall have retention priority;
 - 21.3.3 Between faculty members with the same tenure status and rank, the faculty member who has the greater seniority in rank at Western Washington University shall have retention priority, with the exception that any faculty member who did not pass his/her most recent performance review shall forfeit all seniority in rank;
 - 21.3.4 If after application of the above criteria two or more faculty members are equal in retention priority, then the dean of the college, or the Provost, if the program is not housed in a specific college, shall determine who shall be retained.
 - 21.3.4.1 The dean's retention decisions shall consider the recommendations made by a committee comprised of faculty from the relevant college.
 - 21.3.4.2 These retention decisions shall be based solely on the faculty member's contribution to the goals of the academic unit as defined

by the faculty member's demonstrable achievement in the areas of teaching, scholarship, and service.

21.3.5 Faculty members with the least retention priority shall be the first to be terminated within the specific unit.

21.4 Notice

21.4.1 Faculty subject to layoff under this Article shall be given appropriate notice whenever possible, except notice is not required in layoffs due to financial emergency.

21.4.1.1 Notification at least three months prior to termination shall be provided the following:

- Non-tenure-track faculty with a one-year contract; and
- Probationary tenure-track faculty in the first year of an appointment.

21.4.1.2 Notification at least six months prior to termination shall be provided to the following:

- Non-tenure-track faculty with a multi-year contract or five or more years of continuous service; and
- Probationary tenure-track faculty after one or more years of continuous service.

21.4.1.3 All tenured faculty shall receive notification at least 12 months prior to termination.

21.4.2 Faculty members shall be notified of termination via registered mail.

21.5 **Reemployment.** Re-employment procedures for laid off faculty shall be as follows:

21.5.1 The Provost or designee shall establish and maintain re-employment lists for all departments and programs including the name of any faculty on lay-off status. It is the responsibility of the faculty member(s) terminated from employment in connection with a reduction in force to notify the Office of the Provost of any changes in address.

21.5.2 The University shall not fill a vacant faculty position by hiring an individual not on the reemployment list without first making written offers of reemployment to faculty members on the reemployment list who, according to the affected unit, are qualified for the position.

21.5.2.1 Re-employment rights shall extend for a period of two years from the layoff date.

21.5.2.2 Faculty members on the reemployment list shall receive offers of reemployment in reverse order of lay-off.

21.5.2.3 Faculty members on the reemployment list shall be notified of offers of reemployment via registered mail.

- 21.5.3 Any faculty member on a re-employment list who cannot be reached or who fails to accept an offer of re-employment within ten working days of receipt of the offer shall be deemed to have declined the offer, and shall be removed from the re-employment list.
- 21.5.4 Any faculty member re-employed shall be placed at least at the same rank and salary held at the time of lay off.
- 21.6 **Affirmative Action Policy During Reduction in Force.** In instances where application of the Retention Priority Criteria (above) shall have an adverse impact on the University's affirmative action goals and obligations and the University's commitment to a diverse and high quality faculty, the University shall make a good faith effort to prevent that impact by awarding retention priority to one or more tenured female and/or minority faculty members or other protected groups. Application of this policy shall have the effect of crediting the unit or sub-unit in question with the termination of an FTEF for the purposes of a reduction in force.
- 21.7 **Financial Emergency: Reductions not Covered by the Exigency Policy**
- 21.7.1 The University will notify the Union when a financial emergency will require a reduction in force. If in the University's judgment emergency action is necessary, the President will present justifications for the declaration of a financial emergency.
- 21.7.2 Although the conditions that constitute an emergency may continue indefinitely, the emergency response to these conditions will extend no longer than two years.
- 21.7.3 The reemployment provisions specified in 21.5 will apply.
- 21.8 Declaration of financial emergency or financial exigency, decisions to discontinue or reduce programs or departments, and the scope of faculty reduction that result, are not subject to the grievance procedure.
- 21.9 The Office of Human Resources shall assist in the orderly transition from state-supported benefits to individually contracted programs.

SECTION 22 COMPENSATION

22.1 Salary (partial)

- 22.1.1 The academic salary schedule begins on September 16 and ends the following June 15.
- 22.1.2 The initial salary for T&TT faculty and NTT faculty is set forth in the letter of offer.
- 22.1.5 For each qualified NTT faculty member paid on a per credit or per course basis, the per credit or per course rate will be increased by the percentage increase provided in Sec. 22.1.4. ("Qualified" is defined as having at least three quarters of WWU service and overall performance rated "satisfactory" or better during their evaluation for the last quarter taught.

In the first year of the contract, the requirement for a satisfactory evaluation shall be waived in the event the faculty member was not evaluated during the last quarter taught.)

22.2 Special Merit

22.2.1 Special merit awards of \$4000 each shall be added to the 2008-2009 salary base, to be distributed upon completion of the review process, to nine percent (9%) of all Tenured and Tenure Track faculty members. The awards shall be granted according to a distribution scheme satisfactory to both sides.

22.2.2 A task force consisting of 3 members appointed by the University and 3 members appointed by the union shall be constituted upon ratification of the contract, and shall recommend a process for distributing the special merit awards. The recommendation, submitted to the parties to this agreement, shall be delivered by September of 2008.

22.2.3 By the end of October of 2008 the parties to this agreement shall meet and agree on a distribution method for the special merit awards. This method shall be duly implemented

22.3 Promotion

22.3.1 Tenured and Tenure-Track faculty who receive a promotion shall have their base salary increased by 10% effective September 16, 2008 following the promotion.

22.3.2 Instructors who advance to senior instructor shall have their base salary increased by 7%, effective September 16 following the advancement.

22.4 Department Chairs

22.4.1 Effective the first full pay period following signing this Agreement, chairs shall receive an increase of 10% of their current Department Chair stipend.

22.4.2 Stipends are payable quarterly, including summer.

22.4.3 Shall negotiate with the dean, with the approval of the Provost, for any reduction in teaching load associated with the position.

22.5 Academic Program Directors

The Provost or dean will determine the appropriate stipend and/or release time in accord with the responsibilities of each position. A stipend shall be at least \$1000 in each quarter, including summer session, for which there are program responsibilities. In no case will the compensation given to program directors for the current level of responsibilities decrease.

22.6 Medical, Dental, Life and Long Term Disability

Medical, Dental, Life and Long Term Disability Plans, benefits and premium share as set and from time to time revised by the Washington State Health Care Authority.

22.7 Salaries for Summer Session

Salaries for faculty employed for teaching during summer session shall be calculated as 1/48 of the faculty member's academic year salary per credit hour of courses taught. Summer salary cannot exceed 25% of the academic year salary.

22.8 Mileage

Authorized travel between campuses and/or worksite assignments shall be compensated at the current State of Washington mileage rate. Worksite is defined as an official WWU program site.

22.9 Professional development and travel funds

Beginning in September 2008, each college will fund a faculty development and professional travel pool with an annual amount equal to \$1,000 per FTE tenured/tenure track faculty, and \$500 per FTE non-tenure-track faculty member. The funds will be allocated and administered by deans of colleges and Library in accordance with criteria and procedures in guidelines developed within the faculty governance bodies of each college and the Library. All faculty members are eligible to apply for the funds.

22.10 Retention

The university administration may, in consultation with the faculty member's department, grant a salary increase to any faculty member for retention, provided that the union is notified in writing of the change in salary and of the justifications for the change.

22.11 Parking

22.11.1 Parking rates for the 2008-2009 academic year shall be established by the Employer based on recommendations from the Transportation Initiative Task Force, provided that the rates will be no more than 2% above the rates charged during the 2007-2008 year.

22.11.2 On those days when they work during the evening shift, library faculty shall have access to one evening parking permit held by the Library for parking spaces near the libraries after 5:00 pm.

22.12 Stipends for Teaching Large Classes

The dean and the chair shall confer concerning appropriate support and/or compensation for teaching of large classes.

22.13 Release Time for Faculty Senate

Honoring the direct relationship and collaboration of the Faculty Senate and the university in shared governance, the university will continue to provide a reduction in teaching load associated with the following positions in the university, depending on the scope of the role.

- . Faculty Senate President
- . Chair of ACC
- . Chair of UPC
- . Legislative Representative

- . Ombudsperson

The union will be notified of any changes proposed by the Senate and the University, and will be given the opportunity to bargain concerning those changes.

SECTION 23: RETIREMENT

- 23.1 There is no mandatory retirement age for faculty members.
- 23.2 Eligible Faculty must begin contributory participation in the WWU Retirement Plan (WWURP) no later than the beginning of the third year of eligible service unless the faculty member has previously established membership in a plan sponsored by the Department of Retirement System (DRS) and makes an irrevocable election to participate in the DRS plan instead. For purposes of determining eligibility, Spring quarter and the following Fall quarter are considered consecutive quarters. Required contribution rates are outlined in the retirement plan documents and are currently five percent (5%) until age 35, and seven and one-half percent (7.5%) until age 50, and ten percent (10%) after age 50.
- 23.3 The University contributes an amount equal to the faculty member's required contributions. All contributions are invested according to the faculty member's direction with the approved fund sponsors and funds.
- 23.4 A faculty member contemplating retirement should attempt to provide six months of advance notice of the anticipated retirement date.
- 23.5 Faculty who retire early, as defined in the retirement plan, for any reason, including health and/or disability, may have their benefits reduced according to the provisions of law or the retirement plan.
- 23.6 The WWU Faculty Retirement Plan (WWURP) is contained in the Benefits section of the Human Resources web site. Except for changes required by law, regulations, or court decisions, the Union will be given notice of proposed changes in level of benefits and the opportunity to bargain over those changes.

SECTION 24 ACADEMIC PROGRAM DIRECTORS

- 24.1 Appointment: A faculty member who has been formally assigned the responsibilities in section 25.2 by the Provost or dean shall be appointed to serve as an academic program director for a fixed term. The appointment must be documented in writing.
- 24.2 Responsibilities: The responsibilities of the academic program directors vary depending on the size and complexity of the program. Academic program directors are responsible for leadership of the program, including planning, curriculum, staff development and evaluation, managing the program's resources; developing and maintaining program records, providing information to the Provost or dean in a timely manner for use in personnel and program resource decisions, and facilitating the harmonious functioning of the program.

- 24.3 Evaluation: With input from the faculty and staff related to the program, the Provost or dean conducts a periodic performance evaluation of the director and review of the position, including workload and job expectations, and meets with the director to discuss the results of the evaluation and position review. Based on the evaluation, the Provost or dean and the director jointly develop goals for the following year. When warranted, a director may be removed by the Provost or dean.
- 24.4 Academic program directors who are currently partially or fully compensated as exempt staff will not be covered by the academic program directors compensation section of this Agreement.

SECTION 25 MISCELLANEOUS

- 25.1 If any of the terms of this Agreement are held to be invalid or unenforceable by operation of law or by any court of competent jurisdiction, the remainder or the Agreement shall remain in full force and effect. Either party may request negotiations over those invalid portions for the purpose of achieving a mutually satisfactory replacement.
- 25.2 Ratification. Except as specifically provided, this Agreement will take effect upon ratification by both parties.
- 25.3 There shall be no strikes or lockouts during the term of this Agreement nor during the negotiation for a successor agreement.
25. A “day” for all sections in this Agreement, is a working day unless otherwise noted. A working day is Monday through Friday on which the University is open for business, even if classes are not scheduled.

SECTION 26 DURATION

- 26.1 This Agreement shall become effective on date of signing and shall remain in effect through and including September 15, 2011 and from year to year thereafter unless either party gives at least 60 calendar days written notice to the other party prior to September 15, 2011 that it wishes to terminate, amend, modify or change this Agreement.
- 26.2 The parties agree to re-open this Agreement effective May 1, 2009 for the purpose of renegotiating changes to faculty wages for the 2009-2011 biennium. In addition to wages, either party may open up to two additional Sections of this Agreement on May 1, 2009, by providing written notice to the other party 30 calendar days in advance of that date.

Executed this _____ day of _____, 2008.