



OPERATING BUDGET REQUEST



2017-2019 BIENNIUM



Eastern Washington University

September 15, 2016

Governor Jay Inslee
Office of the Governor
PO Box 40002
Olympia, WA 98504

Dear Governor Inslee:

This letter transmits the 2017-19 operating budget requests for Eastern Washington University. This request represents Eastern's university-wide efforts to focus on its mission to expand opportunities for personal transformation through excellence in learning.

Eastern is proposing seven decision package requests directly related to our mission, which include compensation, creation of a computer engineering degree, EWU Spokane facilities, a graduation project, multicultural center, science, technology, engineering and mathematics (STEM), and teacher training.

COMPENSATION

Eastern Washington University is committed to providing a high-quality educational experience. In order to offer a curriculum that provides a strong academic foundation for students, it is essential the university attract and retain inspired and talented faculty to teach and mentor, as well as skilled classified and administrative staff to support and operate the university. The competitiveness of Eastern's salaries determines, in large part, its ability to accomplish our strategic plan. Eastern competes strongly to attract and retain high-caliber faculty in critical program areas, and continues to experience the loss of dedicated and qualified faculty and staff to alternative opportunities with greater compensation.

CREATE A COMPUTER ENGINEERING DEGREE OPTION

Eastern Washington University requests funding to create a new degree option in the College of Science, Technology, Engineering, and Math (STEM). The requested Computer Engineering (CpE) degree option will leverage current resources within Computer Science (CS) and Electrical Engineering (EE) programs to create a high-demand degree option for students. Computer Engineering, which sits at the intersection of CS and EE is one of our country's most in-demand professions; it is estimated that CpE and CS careers currently comprise 38% of jobs in the IT industry, with above-average national growth. The CpE degree provides an excellent career path in a growing field that is already in high demand in our region, state, and nation.

EWU SPOKANE FACILITIES

Eastern Washington University maintenance costs relating to utilizing facilities in the Spokane University District continue to escalate. Eastern is requesting state funding to cover costs associated with the maintenance agreement between EWU Spokane and WSU Spokane.

GRADUATION PROJECT

Eastern Washington University is committed to student success. The graduation project focuses on reaching the retention and graduation goals that we want for our students. The graduation project provides academic assistance ensuring that Eastern's students will have the resources available to be competitive in the academic environment and successful in the workplace. The graduation project focuses on reaching the retention and graduation goals that we want for our students. The graduation project includes improving assessment and critical foundations. In addition, Eastern intends to conduct targeted outreach to populations that have historically been under-served and offer assessment of credit for prior training to our veteran student population.

MULTICULTURAL CENTER

A new Multicultural Center is included in the Pence Union Building renovation, which is a project funded through a mandatory student fee. Eastern students have committed limited operating resources for the Multicultural Center. Eastern recognizes that such a critical undertaking should be properly supported by the institution as a whole. This request is for funding to supplement the resources that students have committed to support the multicultural center.

STEM

The College of Science, Technology, Engineering, and Mathematics (CSTEM) is outpacing the growth in other colleges at Eastern and experiencing continuing high demand for degrees offered. In addition, the college provides the math and science gateway requirements for all students in the university. The current operational funding for equipment, student research, and evolving courses and curriculum to stay technologically relevant is inadequate to meet student needs at Eastern. As demand continues to outpace resources, more students are facing challenges accessing courses necessary for degree completion. To facilitate the expanding CSTEM environment, the University is requesting state funding to cover faculty, graduate student stipends, and support staff salaries in STEM.

INCREASING THE NUMBER OF WASHINGTON STATE TEACHERS

The state of Washington teacher shortage is reaching a crisis level, as described by Washington State's Professional Educator Standards Board (PESB), the Office of the Superintendent of Instruction (OSPI), and Governor Inslee. The need for teachers exists across all grade levels and subject areas, although the need for teachers in STEM areas,

English Language Learning, and Special Education are especially critical in upcoming years. EWU graduates 190 Education students and grants another 300 teaching endorsements annually. Eastern's education programs are currently at or near capacity for teacher training, given the current number of faculty that teach in these programs and the available budget. EWU is requesting support to significantly expand its teacher preparation capacity to help achieve Washington State's teacher demand.

Eastern Washington University remains focused on its mission and actively works to fulfill its obligation to serve the educational needs of the region. Your support for, and recognition of, the role of higher education in a successful state economy is critical to our institution, our citizens, and our state.

I urge you to carefully consider and support this request, and I look forward to discussing Eastern's plans with you and your staff. Thank you for your support.

Sincerely,



Mary Cullinan, Ph.D.
President

MC: cgg

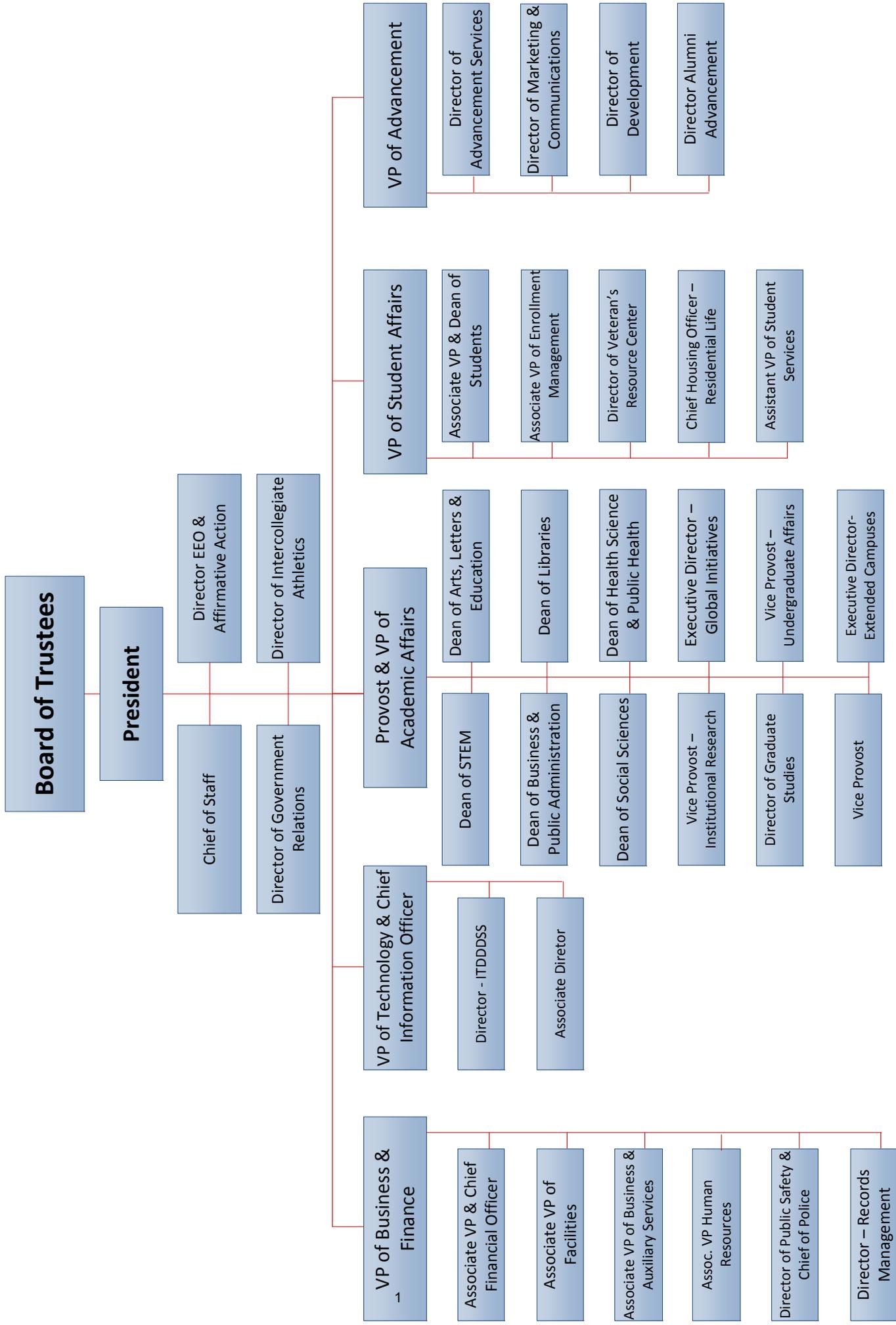
370 – EASTERN WASHINGTON UNIVERSITY
2017-19 Biennial Operating Budget Request

TABLE OF CONTENTS

Table of Contents

EWU Overview.....	1-22
EWU Organizational Chart	1
Agency Activity Inventory	2
Indirect Cost Allocation	9
Strategic Plan	10
Recommendation Summary.....	23-25
Recommendation Summary	23
Decision Packages.....	26-66
Decision Package Summary	26
Compensation	27
Graduation Project.....	32
College of Science, Technology, Engineering & Mathematics.....	39
EWU Spokane	45
Increasing the number of Washington Teachers.....	49
Multicultural Center.....	55
Computer Science and Engineering.....	59
Special Reports.....	67-78
Summarized Revenue by Account and Source	67
Request for Fee	69
Federal Funding Estimates Summary.....	70
Non-budgeted Local Funds	75
Local Fund Summaries	76

Higher Education Reports	79-367
Central Service Fund Splits.....	79
Estimated Cumulative Value of Locally Authorized Salary Increases	80
Non-Faculty Collective Bargaining Impact	81
Faculty Collective Bargaining Agreement Summary	83
Tuition Waivers by Purpose	84
Financial Aid from Non-State Sources	86
Cumulative Undergraduate Student Loan Debt	87
New State-Supported Enrollment Request.....	88
Electronic Submittal Confirmation Form	89
Washington Federation of State Employees Summary	90
Washington Federation of State Employees Attachment A-2	93
Washington Federation of State Employees 17-19 Contract	94
Public School Employees of Washington Summary.....	159
Public School Employees of Washington Attachment A-2	160
Public School Employees of Washington 2014-17 Contract.....	161
United Faculty of Eastern Summary	204
United Faculty of Eastern 16-19 Contract	205
United Faculty of Eastern 13-16 Contract.....	284



370 - Eastern Washington University

A002 Instruction

Eastern Washington University provides quality undergraduate and graduate students with the knowledge they need to acquire a degree, prepare for a career, and continue learning after they leave the university.

Account	FY	FY	Biennial Total
FTE			
08A-1 State	73.8	73.8	73.8
001-1 State	520.7	524.7	522.7
148-6 Non-Appropriated	235.6	235.6	235.6
149-6 Non-Appropriated	337.5	337.5	337.5
FTE Total	1,167.6	1,171.6	1,169.6
08A Education Legacy Trust Account			
08A-1 State	\$8,526,829	\$8,971,425	\$17,498,254
001 General Fund			
001-1 State	\$58,429,221	\$61,500,381	\$119,929,602
148 Institutions of Higher Education - Dedicated Local Account			
148-6 Non-Appropriated	\$24,177,549	\$24,889,103	\$49,066,652
149 Inst of HI ED-Operating Fees Acct			
149-6 Non-Appropriated	\$33,507,675	\$35,203,613	\$68,711,288

Statewide Result Area: World Class Education

Statewide Strategy: Provide convenient and efficient post-secondary education

Expected Results

Improve the value of a university education for citizens of Washington State.

000029 Number of degrees awarded in High Demand areas			
Biennium	Period	Actual	Target
2017-19	A3		915
	A2		910
2015-17	A3		905
	A2		695
2013-15	A3		
	A3	680	
	A2		
	A2	614	
	A2		
	A2		
	A1		
	A1		
Performance Measure Status: Approved			

000026 Number of both undergraduate and graduate degrees awarded			
Biennium	Period	Actual	Target
2017-19	A3		3,050
	A2		3,050
2015-17	A3		2,911
	A2		2,700
2013-15	A3		
	A3	2,551	
	A2		
	A2	2,800	
	A2		
	A2		
	A1		
	A1		
Performance Measure Status: Approved			

000004 Percent of first-time, full-time Freshmen actively enrolled in a fall term who re-enroll in a subsequent fall term.			
Biennium	Period	Actual	Target
2017-19	A3		82%
	A2		80%
2015-17	A3		78%
	A2		78%
2013-15	A3		
	A3	75%	
	A2		
	A2	76%	
	A2		
	A2		
	A1		
A1			
Performance Measure Status: Approved			

000007 Percentage of an entering cohort of first-time, full-time freshmen who graduate within 6 full academic years.			
Biennium	Period	Actual	Target
2017-19	A3		54%
	A2		52%
2015-17	A3		45%
	A2		45%
2013-15	A3		
	A3	47%	
	A2		
	A2	47%	
	A2		
	A2		
	A1		
A1			
Performance Measure Status: Approved			

000020 Percentage of an entering cohort of transfer students with a Washington state community college AA degree who graduate within 3 full academic years.			
Biennium	Period	Actual	Target
2017-19	A3		67%
	A2		65%
2015-17	A3		63%
	A2		61%
2013-15	A3		
	A3	61%	
	A2		
	A2	61%	
	A2		
	A2		
	A1		
A1			
Performance Measure Status: Approved			

000023 Percentage of students in a graduating cohort who did not exceed 125% of credits required for their degree.			
Biennium	Period	Actual	Target
2017-19	A3		93%
	A2		93%
2015-17	A3		91%
	A2		91%
2013-15	A3		
	A3	91%	
	A2		
	A2	91%	
	A2		
	A2		
	A1		
A1			
Performance Measure Status: Approved			

A004 Research

Appropriation Period: 2017-19 Activity Version: BR - 2017-19 Biennial Budget Request Sort By: Activity

Public and private organizations may purchase or sponsor research, instruction, or consultative services from Eastern Washington University. Federal, state, local, and privately-funded research provides opportunities for faculty and students to maintain and enhance their scholarship and to provide knowledge in areas of concern to the citizens of the state. Federal, state, and local grants are included here.

Account	FY	FY	Biennial Total
FTE			
001-1 State	1.0	1.0	1.0
145-6 Non-Appropriated	66.3	66.3	66.3
148-6 Non-Appropriated	5.7	5.7	5.7
149-6 Non-Appropriated	5.5	5.5	5.5
FTE Total	78.5	78.5	78.5
001 General Fund			
001-1 State	\$95,097	\$118,224	\$213,321
145 Institutions of Higher Education - Grant and Contracts Account			
145-6 Non-Appropriated	\$9,203,000	\$10,383,000	\$19,586,000
148 Institutions of Higher Education - Dedicated Local Account			
148-6 Non-Appropriated	\$579,467	\$580,496	\$1,159,963
149 Inst of HI ED-Operating Fees Acct			
149-6 Non-Appropriated	\$579,556	\$538,688	\$1,118,244

Statewide Result Area: World Class Education

Statewide Strategy: Provide access to high-quality research opportunities

Expected Results

Improve the value of a university education for citizens of Washington State.

A003 Public Service

Eastern Washington University's public service activities include lectures, events, and conferences available for students, faculty, and the general public.

Account	FY	FY	Biennial Total
FTE			
001-1 State	5.0	7.0	6.0
148-6 Non-Appropriated	4.2	4.2	4.2
149-6 Non-Appropriated	2.0	2.0	2.0
FTE Total	11.2	13.2	12.2
001 General Fund			
001-1 State	\$621,326	\$609,581	\$1,230,907
145 Institutions of Higher Education - Grant and Contracts Account			
145-6 Non-Appropriated	\$1,153,000	\$119,000	\$1,272,000
148 Institutions of Higher Education - Dedicated Local Account			
148-6 Non-Appropriated	\$432,310	\$436,872	\$869,182
149 Inst of HI ED-Operating Fees Acct			
149-6 Non-Appropriated	\$166,272	\$244,888	\$411,160

Statewide Result Area: **World Class Education**

Statewide Strategy: **Offer university services to the community**

Expected Results

Improve the value of a university education for citizens of Washington State.

A001 Administrative Overhead

Eastern Washington University's administrative overhead includes top-ranking administrative policy-making and management-control activities. Strategic planning and mission-critical guidance for the university are important components of this activity.

Account	FY	FY	Biennial Total
FTE			
001-1 State	4.7	4.7	4.7
148-6 Non-Appropriated	74.8	74.8	74.8
149-6 Non-Appropriated	210.2	210.2	210.2
FTE Total	289.7	289.7	289.7
001 General Fund			
001-1 State	\$1,329,365	\$1,423,564	\$2,752,929
148 Institutions of Higher Education - Dedicated Local Account			
148-6 Non-Appropriated	\$7,671,674	\$8,274,530	\$15,946,204
149 Inst of HI ED-Operating Fees Acct			
149-6 Non-Appropriated	\$20,865,559	\$21,921,636	\$42,787,195

Statewide Result Area: World Class Education

Statewide Strategy: Provide convenient and efficient post-secondary education

Expected Results

Improve the value of a university education for citizens of Washington State.

Grand Total

	FY 2018	FY 2019	Biennial Total
FTE's	1,547.0	1,553.0	1,550.0
GFS	\$60,475,009	\$63,651,750	\$124,126,759
Other	\$106,862,891	\$111,563,251	\$218,426,142
Total	\$167,337,900	\$175,215,001	\$342,552,901

Agency: 370 - EASTERN WASHINGTON UNIVERSITY

Allocation Method Description: Indirect costs have been assigned to the activities below on the basis of EWU's indirect cost rate and biennial average as calculated on total dollars budgeted for each of EWU's activities

			Estimated Biennial Dollars are Based on All Funds (001, 145, 148, 149 for 17-19,)		
EWU Activities	Programs included in Each Activity	Biennial Average Percent Share	Estimated Dollars 2017-18	Estimated Dollars 2017-18	Estimated dollars 17-19
A002 - Instruction	Classroom instruction, library services, primary support service, student support services, technology services & support, maintenance of campus facilities, scholarships	61%	19,648,000	20,262,000	39,910,000
A004 Research	Research & Sponsored Research	10%	3,136,000	3,234,000	6,370,000
A003 Public Service	Lectures, events and conferences available for students, faculty and the general public	10%	3,136,000	3,234,000	6,370,000
A001 Administrative Overhead	Central or core administrative functions	19%	6,080,000	6,270,000	12,350,000
Total		100%	32,000,000	33,000,000	65,000,000

Note: All amounts on this form are approximations only.

Inspiring the Future - Strategic Plan – 2012-2017

In the spring of 2011, Eastern Washington University began developing a new strategic plan in hopes of transforming the university. ***Inspiring the Future*** was developed to reflect what the university is trying to achieve: a clear action plan with attainable goals that will truly inspire those who are involved with Eastern as they undergo this transformation. The process was in response to the EWU Board of Trustees charge to create a new five-year strategic plan.

Much has changed at Eastern since the last strategic plan was established in 2003, and it was time to develop a new blueprint for the future. The process provided an exciting chance to take a fresh look at EWU's future vision, values, and direction, reaffirming what is important to the institution, while looking at new opportunities for transformation.

Given the significant changes to the funding of higher education in the state of Washington, it was important to look at shorter planning periods to take advantage of the most current external demands put upon the university. These shorter planning schemes would be more action oriented and focused on short term, achievable activities. In addition, the academic directions and focus of the university have changed and new demands from the region and state required a reassessment of the best ways to utilize campus resources. It was important for the university to develop new goals, strategies and actions to meet the new challenges.

The Strategic Planning committee consisted of broad representation from all aspects of the university (students, faculty, and staff) and the community.

The university hosted numerous strategy sessions. A Spokane-based communications firm, Desautel Hege, helped the strategic planning committee reach out to constituents for their input. Focus groups were held on the Cheney, Riverpoint and Bellevue campuses, web surveys were sent to people from Eastern and the outside community. In addition, key businesses, legislative and community leaders as well as university board members were interviewed to gather their unique insight.

Results from the strategy sessions lead to the focus of the strategic plan on four key areas: Student Success, Innovation, Reputation and Community Engagement. Each relating to how Eastern positions itself in the community, builds on its strengths and creates an environment where each student thrives. The first draft of the ***Inspiring the Future Strategic Plan*** was unveiled in campus community open forums for feedback.

In winter of 2012, the final plan was in place that clearly defined the university vision of student success, emphasized the importance of developing graduates who are critical thinkers and highlighted the uniqueness of Eastern. The university celebrates the importance of the strategic plan with an annual campus-wide event.

EWU is hopeful this will be a new era of unique collaboration and effort to focus on what we do best – providing a high-quality education to our students. This will allow the university to excel during these difficult economic times. The ***Inspiring the Future Strategic Plan*** for 2012-2017 follows.



inspiring the future

STRATEGIC PLAN | 2012 – 2017
EASTERN WASHINGTON UNIVERSITY
REVISED | 2014

ewu.edu/inspiringthefuture

EWU
1882

Eastern Washington University

Mission, Vision & Values

EWU is a regional, comprehensive public university located in Cheney and Spokane, Washington, with programs offered throughout the state and online.

OUR MISSION

EWU expands opportunities for personal transformation through excellence in learning.

EWU ACHIEVES THIS MISSION BY:

- fostering excellence in learning through quality academic programs, undergraduate and graduate student research and individual student-faculty interaction. Students extend their learning beyond the classroom through co-curricular programs, life skills development, internship programs, volunteering and service learning;
- creating environments for personal transformation that enrich the lives of individuals, families, communities and society at large;
- expanding opportunity for all students by providing critical access to first-generation students, underserved populations, place-bound students and other students who may not have the opportunity for higher education; and
- growing and strengthening an intellectual community by developing faculty and staff through support of professional development.

OUR VISION

EWU envisions a future of professionally, socially and culturally engaged leaders, citizens and communities.

EWU is a driving force for the culture, economy, workforce and vitality of Washington state. Our graduates think critically and make meaningful contributions to both their career fields and their communities.

EWU is the public university whose students, faculty, staff and alumni make profound and significant contributions to the economic and social vitality of the region. EWU remains the best value for higher education in the state.

OUR VALUES

EWU is dedicated to the following key values:

STUDENT-CENTERED LEARNING ENVIRONMENT

Students are the reason we exist.

QUALITY

We strive for excellence in everything we do.

ACCESS

We expand access to opportunity and success for students.

INCLUSIVENESS

Our diversity makes EWU a stronger community.

INTEGRITY

We foster a culture of respect, commitment and honesty.

GOALS, INITIATIVES AND INDICATORS OF SUCCESS

Throughout the strategic planning processes, the following goals emerged as having the highest impact for EWU:

- student success
- innovation and opportunity
- community engagement

In this 2014 revision, “visibility” is treated as an outcome of successful work toward student success, community engagement and a revised goal, “innovation and opportunity.”

Each goal is accompanied by initiatives that are updated annually. Indicators of success show how each goal is measured. All departments and programs are involved in planning and implementation processes, and updates are published each year.

Working together, we are inspiring the future for Eastern Washington University.

SAMPLE DATA THAT ILLUSTRATE EWU’S SUCCESSFUL PROGRESS BETWEEN FALL 2009 AND FALL 2014

- Overall headcount enrollment increased 19 percent from 11,302 to 13,453.
- The first-year student population increased in diversity from 27.1 percent to 31.2 percent.
- The entering transfer population increased in diversity from 22 percent to 28 percent (including international).
- Freshman to sophomore retention improved from 72.4 percent to 77.4 percent.
- Passing rates for developmental math classes increased from 49 percent to more than 70 percent.
- Fall occupancy in residence halls increased 18 percent from 1,758 to 2,071 students.
- The EWU Foundation endowment increased 40 percent to an all-time high of \$17.6 million in 2014.
- The EWU Foundation endowment portion dedicated to scholarships increased 60 percent to \$14.02 million.



1 STUDENT SUCCESS

Students are at the center of all that Eastern does. EWU defines student success as students' ability to fulfill their goals in education, career and life.

EWU has pinpointed the essential elements for student success. EWU is a national leader for successfully attracting, retaining, graduating and transforming the lives of all students, including under-represented, first-generation, non-traditional and diverse students of all backgrounds.

Goal: To create an environment where students succeed at their highest level.

Key Strategies:

- Improve retention and graduation rates.
- Create greater access to, and increased utilization of, student support services.
- Support EWU faculty and staff in their ability to foster student success.
- Expand campuswide commitment to student success.
- Create a system that improves performance of students in developmental courses to accelerate their progress toward degree.

Indicators of Success: (Revised and enhanced from the 2012 Strategic Plan)

By 2017, EWU will achieve these key indicators of successful progress:

- Increase first-year to second-year retention rates from 75 percent in 2011 to 82 percent by 2017.
- Increase six-year graduation rates from 46 percent for the 2011 graduating class to 54 percent for the 2017 graduating class.
- Increase pass rate of developmental math from 48 percent in 2011 to 70 percent.
- Increase minority, under-represented and international freshman student enrollment from 28 percent in 2011 to 36 percent.
- Engage all first-year students in dynamic general education and first-year experience programming that is continually assessed for successful outcomes.
- Increase privately funded scholarship endowments by more than 15 percent to \$16 million.
- Maintain average of less than 25:1 student-faculty ratio.
- Improve utilization of student support services.

STUDENT SUCCESS: 2014–2015 INITIATIVES

- Conceptualize an advising model that will be recognized nationally for providing significant support for all EWU students. Determine the cost and feasibility as well as a process for creating appropriate advising space, staffing and technology support.
- Explore opportunities to support faculty through an EWU Teaching Academy. Develop a long-term plan and design a pilot for spring 2015.
- Connect first-year students with faculty or staff member mentors. Conceptualize a model program and develop feasibility, timeline and implementation process. Create pilot programs(s) for fall 2015.
- Develop powerful alumni and donor connections through an Eagle Connect program.
- Create aggressive plan for a scholarship fundraising campaign.
- Develop a creative plan for making EWU campus spaces more welcoming and useful. Potential spaces include the PUB, library, Brewster Hall and Gateway Project.

Ongoing Student Success Initiatives that Support EWU's Vision and Strategic Plan

- Transforming curricula and student learning experiences through Critical Foundations, First Year Experience, developmental math initiative, Summer Academy and Eastern Opportunity Program.
- Supporting student success through the Learning Commons.
- Creating new opportunities for students, economic development and community engagement through the establishment of the College of Health Science and Public Health.
- Enhancing community partnerships and applied learning opportunities through the first phase of a Sustainability Center.
- Enhancing student engagement through improved residence halls and new student programs.
- Providing support and a sense of community through the Veterans Resource Center.
- Supporting student progress through four-year degree pathways.
- Increasing opportunities for career-related experience prior to graduation.
- Increasing opportunities for transfer students through Destination Eastern and collaborative initiatives with community colleges.

STUDENT SUCCESS: 2013–2014 INITIATIVES

- Expand Transfer Center
- Complete General Education Reform
- Increase average GPA and SAT scores of entering freshman class by refocusing the target of who we recruit
- Enhance living-learning environment in residence halls for first year students
- Renovate the Pence Union Building to improve the student experience
- Increase the diversity and inclusiveness of EWU

Ongoing Student Success Initiatives that Support EWU's Vision and Strategic Plan

- Complete Study/Recommend Change of EWU's Academic Calendar
- Launch Four Year Degree

STUDENT SUCCESS: 2012–2013 INITIATIVES

- Consolidate academic advising services
- Develop Learning Commons
- Complete study/recommend change of EWU's academic calendar
- Expand Summer Bridge
- Redesign and implement new approach to developmental mathematics
- Launch four-year degree pathway
- Improve residential experience
- Improve services to veterans

2 INNOVATION AND OPPORTUNITY

EWU will be a national leader both in developing multiple pathways for students to complete degrees and in designing imaginative curricula and learning experiences, research and scholarly activity that anticipate and respond effectively to shifting social and economic challenges and opportunities.

Goal: To build an environment of research and creative collaboration that identifies, anticipates and responds to evolving societal and student needs.

Key Strategies:

- Create the EWU Virtual Campus, which will provide a premier learning environment for place-bound students and professionals seeking to improve their skills and their own potential for promotion within the workplace.
- Utilize partnerships and collaborations to develop new programs.
- Enhance and support faculty research programs by increasing the participation of undergraduate and graduate students as well as departments and community partners.

Indicators of Success: (Revised and enhanced from the 2012 Strategic Plan)

By 2017, EWU will achieve these key indicators of successful progress:

- Number of new programs and degrees for online/hybrid delivery that meet regional and statewide needs.
- Number of certificate and program training options offered through the Virtual College.
- Creation of Sustainability Center.
- Numbers of students involved in the undergraduate research symposium.
- Number of EWU graduates who enroll in graduate and professional programs.
- Number of research and creative conferences that come to Spokane or Cheney.
- Engage at least 2,000 diverse middle school and high school students and families in campus visits or other special programs that connect them with EWU.
- Increase the number of undergraduate STEM declared majors from 1,385 in 2011 to 1,700.
- Increase number of adult/returning/non-traditional students in the entering class from 720 (fall 2014) to 1,300 by offering multiple pathways to degrees.
- Develop initiatives that grow out of conversations and collaborations with community leaders.

INNOVATION AND OPPORTUNITY: 2014–2015 INITIATIVES

- Organize and coordinate pre-college programs and outreach initiatives. Develop timeline and explore grant opportunities; involve representatives of tribes and Hispanic communities.
- Identify collaborations and initiatives for innovative pathways to degree. Develop plan and timeline for this year and beyond.
- Develop digital communications standards and plan; enhance usefulness of the web for internal and external users.

INNOVATION AND OPPORTUNITY: 2013–2014 INITIATIVES

- Complete Recycling Center

Ongoing Innovation and Opportunity Initiatives that Support EWU's Vision and Strategic Plan

- Utilize eLearning, Offer Degree Programs and Certificates
- Complete Sustainability Energy Center and EWU Community
- Establish Dual Admissions Program with the Community Colleges

INNOVATION AND OPPORTUNITY: 2012–2013 INITIATIVES

- Utilize eLearning, offer degree programs and certificates
- Expand faculty use of technology
- Launch Alternative Energy Center
- Establish dual admissions program with Community Colleges
- Explore new grant and/or start-up funds

3 COMMUNITY ENGAGEMENT

A significant engine powering the state, EWU is recognized as a public university whose students, faculty, staff and alumni make profound and significant contributions to the economic and social vitality of the region. Closer relationships with business, industry and statewide communities improve EWU's ability to anticipate and respond to workforce and community needs.

Goal: Increase community engagement through active participation of students, staff and faculty with community groups, business, organizations and government.

Key Strategies:

- Strengthen student, staff and faculty participation in community-based activities.
- Increase the presence and involvement of EWU leadership in the community.
- Strengthen existing relationships and create new relationships with external groups.

Indicators of Success: (Revised and enhanced from the 2012 Strategic Plan)

By 2017, EWU will achieve these key indicators of successful progress:

- Number of strategic partnerships with community, government, K-12 education and private sector partners.
- Increase participation of EWU leaders on regional and statewide external advisory boards.
- Regular convening of business, government, health care and community roundtables.
- Increased connection (internships, mentorships, partnerships) between community members and students, faculty and staff.
- Number of registered student internships and service learning hours.
- Number of public/community activities attended by senior administrators.
- Demonstrate significant, ongoing "small town" relationships that routinely and significantly celebrate local EWU students and alumni.
- Achieve major recognition with ground-breaking for the EWU Sustainability Center that involves partners from around the Northwest.
- Demonstrate that every academic program embeds civic engagement in the curriculum and that every student graduates with a portfolio attesting to engagement.
- Celebrate achievement of Carnegie classification for civic engagement.
- Engage more than 300 EWU alumni in the Eagle Connect initiative.
- Regularly measure brand awareness, general perceptions and overall reputation of EWU.

COMMUNITY ENGAGEMENT: 2014–2015 INITIATIVES

- Determine feasibility, process and timeline for Carnegie classification. The initiative will entail documenting civic engagement opportunities throughout the curriculum. Include student portfolios with an applied focus as part of this initiative.
- Determine next steps/plans needed to establish EWU as a nationally recognized green campus and community partner through Sustainability Center and other initiatives.
- Develop and enhance small town connections as part of strategic enrollment planning.
- Engage community leaders in dialogue concerning workforce and research needs/opportunities.

COMMUNITY ENGAGEMENT: 2013–2014 INITIATIVES

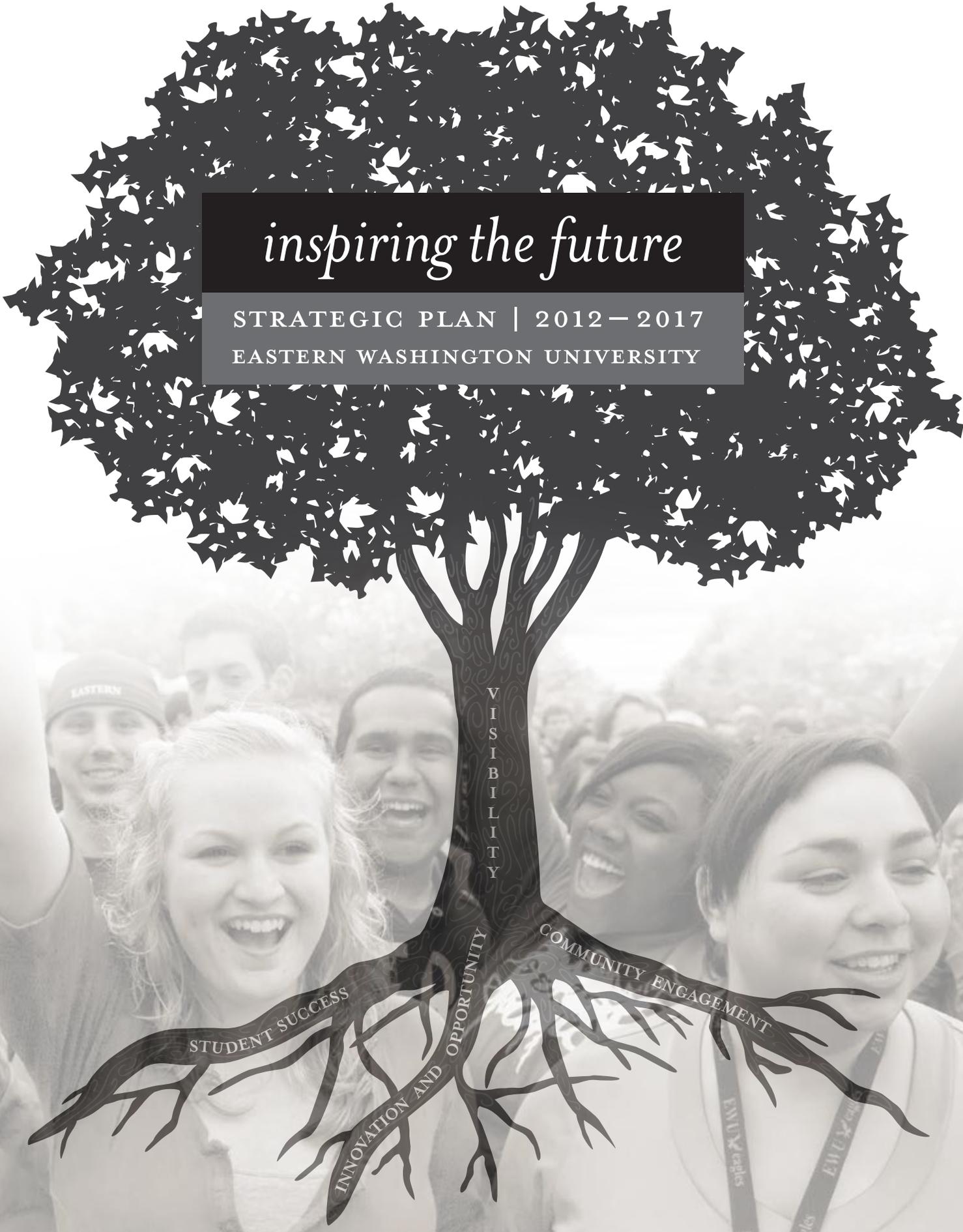
- Develop mentor relationships with EWU alumni
- Increase student engagement in academic service learning and co-curricular service by 10%

Ongoing Community Engagement Initiatives that Support EWU's Vision and Strategic Plan

- Expand partnerships in the region
- Continue public phase of EWU's Capital Campaign (was a part of the Visibility goal)
- Study Feasibility of Gateway Project (was a part of the Visibility goal)
- Continue to leverage Athletics for increased community engagement and visibility (was a part of the Visibility goal)

COMMUNITY ENGAGEMENT: 2012–2013 INITIATIVES

- Launch Institute for Community Engagement
- Increase internship participation by 5 percent
- Expand partnerships with Cheney
- Initiate Public Phase of EWU's Capital Campaign (was a part of the Visibility goal)
- Study feasibility of Gateway Project (was a part of the Visibility goal)
- Develop Community Engagement Magazine (was a part of the Visibility goal)
- Continue to leverage Athletics for increased community engagement and visibility (was a part of the Visibility goal)



inspiring the future

STRATEGIC PLAN | 2012 – 2017
EASTERN WASHINGTON UNIVERSITY

V
I
S
I
B
I
L
I
T
Y

S
T
U
D
E
N
T
S
U
C
C
E
S
S

I
N
N
O
V
A
T
I
O
N
A
N
D
O
P
P
O
R
T
U
N
I
T
Y

C
O
M
M
U
N
I
T
Y
E
N
G
A
G
E
M
E
N
T

Recommendation Summary

Agency: 370 Eastern Washington University

10:14:38AM

9/15/2016

Dollars in Thousands

	Annual Average FTEs	General Fund State	Other Funds	Total Funds
2015-17 Current Biennium Total	1,437.9	86,787	214,323	301,110
CL 01 Carryforward Level		9,469	(7,362)	2,107
Total Carry Forward Level	1,437.9	96,256	206,961	303,217
Percent Change from Current Biennium		10.9%	(3.4)%	.7%
Carry Forward plus Workload Changes	1,437.9	96,256	206,961	303,217
Percent Change from Current Biennium		10.9%	(3.4)%	.7%
Total Maintenance Level	1,437.9	96,256	206,961	303,217
Percent Change from Current Biennium		10.9%	(3.4)%	.7%
PL CE Computer Science & Engineering	8.3	2,212		2,212
PL CM Compensation		5,180	11,465	16,645
PL E1 EWU Spokane		1,435		1,435
PL GP Graduation Project	13.0	2,653		2,653
PL MC Multicultural Center	3.0	388		388
PL ST STEM	57.3	8,915		8,915
PL TE Teachers	30.5	7,088		7,088
Subtotal - Performance Level Changes	112.1	27,871	11,465	39,336
2017-19 Total Proposed Budget	1,550.0	124,127	218,426	342,553
Percent Change from Current Biennium	7.8%	43.0%	1.9%	13.8%

Recommendation Summary

Agency: 370

10:14:38AM

9/15/2016

Dollars in Thousands

Annual Average FTEs	General Fund State	Other Funds	Total Funds
------------------------	-----------------------	-------------	-------------

PL CE Computer Science & Engineering

Eastern Washington University requests budget authority to create a new degree option in the College of Science, Technology, Engineering, and Math (STEM). The Computer Engineering (CpE) degree option will leverage current resources in the current Computer Science (CS) and Electrical Engineering (EE) programs to create a high-demand degree option for students. The CpE degree provides an excellent career path in a growing field that is already in high demand in our region, state, and nation.

PL CM Compensation

Eastern Washington University is committed to providing a high-quality educational experience. In order to offer a curriculum that provides a strong academic foundation for students, it is essential the University attracts and retains inspired and talented faculty and graduate student assistants to teach and mentor, as well as skillful classified and administrative staff to support and operate the university. The competitiveness of Eastern's salaries determines, in large part, its ability to accomplish our strategic plan. Eastern competes strongly to attract and retain high-caliber faculty in critical program areas, and continues to experience the rejection and loss of dedicated and qualified faculty and staff to alternative opportunities with greater compensation.

PL E1 EWU Spokane

Eastern Washington University maintenance costs relating to use of facilities in the Spokane University District continue to escalate. Eastern is requesting state funding to cover costs associated with the maintenance agreement with WSU Spokane.

PL GP Graduation Project

Eastern Washington University is committed to student success. The Graduation Project is a campus-wide initiative that provides institutional focus on reaching retention and graduation goals for our students. The Graduation Project addresses public expectations for student success by providing academic assistance to students to ensure Eastern's students will have resources available to persist towards completing their degree, graduate in a timely manner, and be prepared for success in the workplace.

PL MC Multicultural Center

The Multicultural Center is included in the Pence Union Building renovation, which is funded through the Services & Activities (S&A) fee. Eastern students have also committed additional operating resources for the Multicultural Center. Eastern recognizes that such a critical undertaking should be properly supported and affirmed by the institution. This request is for funding to supplement the approved student resources to appropriately support the Multicultural Center.

PL ST STEM

Recommendation Summary

Agency: 370

10:14:38AM

9/15/2016

Dollars in Thousands

Annual Average FTEs	General Fund State	Other Funds	Total Funds
------------------------	-----------------------	-------------	-------------

Eastern Washington University (EWU) is committed to providing a high-quality educational experience . The College of Science, Technology, Engineering, and Mathematics (CSTEM) is outpacing the growth in other colleges at Eastern and experiencing continuing high demand for degrees offered. In addition, the college provides the math and science gateway requirements for all students in the university.

As acknowledged by the State, there is a current and growing shortage of CSTEM graduates . These students will continue to be in high demand by employers and are well-respected within their communities . Current operational funding has created a bottleneck in the college, and capacity for equipment, student research, and evolving courses and curriculum to stay technologically relevant is inadequate to meet the demand at Eastern.

As demand has outpaced resources, more students are facing challenges accessing courses necessary for degree completion . To facilitate the expanding CSTEM environment, the university is requesting state funding to cover faculty, graduate student stipends, and support staff salaries in Biology, Chemistry, Physics, Computer Science, Electrical Engineering, Mechanical Engineering, Technology, Visual Communication Design, Geology, and Mathematics .

PL TE Teachers

The state of Washington teacher shortage is reaching a crisis level, as described by Washington State's Professional Educator Standards Board (PESB), the Office of the Superintendent of Instruction (OSPI), and Governor Inslee . The need for teachers exists across all grade levels and subject areas, although the need for teachers in STEM areas, English Language Learning, and Special Education are especially critical in upcoming years .

EWU graduates 190 Education students and grants another 300 teaching endorsements annually . Easter's education programs are currently at or near capacity for teacher training, given the current number of faculty that teach in these programs and the available budget. EWU is requesting \$3.5 million to significantly expand its teacher preparation capacity to help achieve Washington State's teacher demand.

Agency Budget Request Decision Package Summary

(Lists only the agency Performance Level budget decision packages, in priority order)

Agency: **370 Eastern Washington University**

9/14/2016
8:35:06AM

Budget Period: **2017-19**

Decision Package Code	Decision Package Title
PL-CM	Compensation
PL-GP	Graduation Project
PL-ST	STEM
PL-E1	EWU Spokane
PL-MC	Multicultural Center
PL-TE	Teachers
PL-CE	Computer Science & Engineering

2017-19 Biennium Budget Decision Package

Agency: Eastern Washington University

Decision Package Code/Title: Compensation

Budget Period: 2017-19

Budget Level: Maintenance Level

Agency Recommendation Summary

Eastern Washington University is committed to providing a high-quality educational experience. In order to offer a curriculum that provides a strong academic foundation for students, it is essential the University attracts and retains inspired and talented faculty and graduate student assistants to teach and mentor, as well as skillful classified and administrative staff to support and operate the university. The competitiveness of Eastern’s salaries determines, in large part, its ability to accomplish our strategic plan. Eastern competes strongly to attract and retain high-caliber faculty in critical program areas, and continues to experience the rejection and loss of dedicated and qualified faculty and staff to alternative opportunities with greater compensation.

Fiscal Summary

Decision package total dollar and FTE cost/savings by year, by fund, for 4 years. Additional fiscal details are detailed as required below.

Operating Expenditures	FY 2018	FY 2019	FY 2020	FY 2021
Fund 001-1	3,366,000	6,867,000	10,509,000	14,296,000
Fund 145-6	86,000	175,000	280,000	390,000
Fund 148-6	668,000	1,363,000	2,085,000	2,837,000
Total Cost	4,120,000	8,405,000	12,874,000	17,523,000
Staffing	FY 2018	FY 2019	FY 2020	FY 2021
FTEs	0	0	0	0
Revenue	FY 2018	FY 2019	FY 2020	FY 2021
N/A	0	0	0	0
Object of Expenditure	FY 2018	FY 2019	FY 2020	FY 2021
Obj. A	3,518,000	7,176,000	10,992,000	14,962,000
Obj. B	602,000	1,229,000	1,882,000	2,561,000

Package Description

Eastern has experienced enduring challenges recruiting and retaining faculty and staff of excellence, and Eastern's competitiveness in the market continues to deteriorate. Vacant key faculty positions impede the ability of the university to provide an ideal environment for Eastern's students.

The ability to attract and retain diverse faculty and staff in a worldwide market is imperative at Eastern to expose students to different perspectives and broaden their exposure to social, political, racial, ethnic, cultural, and substantive issues. This critical piece of the undergraduate experience is the acquisition of skills and knowledge adapts students for life in a diverse and global society. To prepare global citizens, the active recruitment of a diverse campus is one area which has been hindered by the university's ability to financially attract and maintain quality faculty and staff.

This package requests a commitment from the legislature in the 2017-19 biennium to help close the current salary gap. With competitive salaries, student success and the quality of the higher education experience at Eastern will increase. Faculty, staff, and graduate student assistants' job satisfaction will also improve, resulting in improved turnover rates and more successful recruitments. Eastern will have an expanded ability to attract and retain culturally diverse faculty and staff.

Without competitive salaries and this requested commitment from the legislature, Eastern will continue to prioritize, recruit, and retain the best faculty and staff possible within available funding levels. The quality of education provided under the current model may continue to erode.

Approval of this package will create a pool of salary and benefit funds to address faculty, classified, exempt, and graduate student assistant recruitment and retention issues for FY18 and FY19. The request is calculated assuming an average increase of 4% in each fiscal year. Actual salary increases are negotiated as applicable through EWU's collective bargaining contracts.

Contact: Alexandra Rosebrook, Director of Budget Services, Eastern Washington University, 509-359-7364, arosebrook@ewu.edu.

Base Budget: If the proposal is an expansion or alteration of a current program or service, provide information on the resources now devoted to the program or service.

Operating Expenditures	FY 2017
Obj. A	96,637,000
Obj. B	32,486,000
Total Cost	129,123,000

Decision Package expenditure, FTE and revenue assumptions, calculations and details:

The compensation decision package includes a 4% increase for all employee classifications for each year.

Decision Package Justification and Impacts

What specific performance outcomes does the agency expect?

Retaining qualified and high performing employees directly contributes to the success of Eastern Washington University students and the State of Washington future workforce. Turnover is monetarily expensive and shifts burdens to the remaining employees. The time it takes to recruit and train employees for a position can be up to two years. Eastern continues to promote offering competitive salaries to retain highly qualified candidates who provide excellent service to our students.

Performance Measure detail:

Fully describe and quantify expected impacts on state residents and specific populations served.

Eastern Washington University has continued to increase the number of degrees granted every year for the last six years. The number of degrees has increased almost 8% from 2009-10 to 2014-15 to a total of 2,811. Eastern’s retention rates have increased over the last six years by 6.1%. Retaining high level faculty continues to improve Eastern’s overall success. Eastern anticipates continued increases by 7% over the next six academic years as a result retaining high level faculty members directly associated with competitive pay.

What are other important connections or impacts related to this proposal? Please complete the following table and provide detailed explanations or information below:

Impact(s) To:		Identify / Explanation
Regional/County impacts?	No	Identify:
Other local gov't impacts?	No	Identify:
Tribal gov't impacts?	No	Identify:
Other state agency impacts?	No	Identify:
Responds to specific task force, report, mandate or exec order?	No	Identify:
Does request contain a compensation change?	Yes	Identify: General Salary Adjustments for all Eastern employees
Does request require a change to a collective bargaining agreement?	Yes	Identify: Collective bargaining agreement currently being negotiated.
Facility/workplace needs or impacts?	No	Identify:
Capital Budget Impacts?	No	Identify:
Is change required to existing statutes, rules or contracts?	No	Identify:
Is the request related to or a result of litigation?	No	Identify lawsuit (please consult with Attorney General's Office):
Is the request related to Puget Sound recovery?	No	If yes, see budget instructions Section 14.4 for additional instructions
Identify other important connections		

Please provide a detailed discussion of connections/impacts identified above.

Eastern Washington University recently concluded negotiations with the United Faculty of Eastern Washington University (UFE). The agreement that Eastern Washington University and the UFE agreed to adjusts faculty salaries to the national average for 2014-15, which equates to an average increase of 4%.

Eastern Washington University and the Washington Federation of State Employees (WFSE) reached a tentative 2017-19 agreement September 13, 2016. The agreement is in alignment with the tentative State of Washington and WFSE agreement. The general salary adjustments include a 2% effective July 1, 2017 and 2018 with an additional 2% effective January 1, 2019. The agreement also includes changes to vacation leave, salary range adjustments, call-back pay and a signing bonus.

What alternatives were explored by the agency and why was this option chosen?

Not applicable

What are the consequences of not funding this request?

Non-funding results in ongoing loss of quality faculty, staff, and graduate student assistants in the competitive workplace.

For faculty, graduate students may teach classes to meet student and curriculum demand while tenured recruitments remain open, which risks the quality of education as curriculum, advising, and instruction are not in the control of experienced, professional faculty to ensure scholarly development and institutional stability.

How has or can the agency address the issue or need in its current appropriation level?

Eastern Washington University is unable to generate the necessary revenue to financially support the negotiated general salary adjustments for faculty and staff.

Other supporting materials: None

Information technology: None

2017-19 Biennium Budget Decision Package

Agency: 370 – Eastern Washington University

Decision Package Code/Title: Graduation Project

Budget Period: 2017-19

Budget Level: Policy Level

Agency Recommendation Summary Text

Eastern Washington University is committed to student success. The Graduation Project is a campus-wide initiative that provides institutional focus on reaching retention and graduation goals for our students. The Graduation Project addresses public expectations for student success by providing academic assistance to students to ensure Eastern’s students will have resources available to persist towards completing their degree, graduate in a timely manner, and be prepared for success in the workplace.

Fiscal Summary: Additional required fiscal details are below.

Operating Expenditures	FY 2018	FY 2019	FY 2020	FY 2021
Fund 001-1	1,115,500	1,537,000	1,591,000	1,648,000
Total Cost	1,115,500	1,537,000	1,591,000	1,648,000
Staffing	FY 2018	FY 2019	FY 2020	FY 2021
FTEs	10	16	16	16
Revenue	FY 2018	FY 2019	FY 2020	FY 2021
N/A	0	0	0	0
Object of Expenditure	FY 2018	FY 2019	FY 2020	FY 2021
Obj. A	668,500	1,092,000	1,135,000	1,181,000
Obj. B	168,000	263,000	274,000	285,000
Obj. E	279,000	182,000	182,000	182,000

Package Description

The EWU Graduation Project is a comprehensive, collaborative approach to student success. In various locations across campus, student success initiatives have already begun; however, often operate unformed of each other and lack the comprehensive direction needed to be effective at an institutional level. The Graduation Project pulls together work the campus is already doing and aligns efforts across multiple areas, creating efficiency by aligning resources and sharing effective student success strategies. Unifying these efforts under one initiative ensures that both staff and

faculty understand our shared commitment, and each are able to see their role within this student-focused initiative. This initiative also tracks progress towards the realization of our goals, and is designed for continuous evolution when needed and expansion where success is demonstrated.

The Graduation Project focuses on reaching the retention and graduation goals desired for our students. These goals contribute to meeting state needs by increasing the number of graduates while decreasing the time and state resources needed for students to earn their degree. The Graduation Project includes improving assessment of academic programs and a redesign of general education through a program call *Critical Foundations*. In addition, Eastern intends to conduct targeted outreach to historically under-served populations and expand the assessment and award of credit to our veteran student population and other students returning to school with professional experiences.

Assessment

Ensuring that our students are achieving their learning goals requires continual review of curricular and co-curricular areas. Regular, comprehensive assessment processes ensure that students are attaining the knowledge and skills to be successful in their chosen fields, ensure support and services we provide effectively meet their needs, and that we continually improve our approaches inside and outside our classrooms and laboratories.

Critical Foundations

The revision to the Eastern general education system will be called Critical Foundations. Program review and design began as a faculty-driven discussion of general education in 2013, when GERR (the committee General Education Review and Reform) was established. Recommendations includes our general education system move toward building student skills with a clear set of learning outcomes. The proposal presented here was shaped by several concerns around student success:

- Reducing the credit load for students to facilitate on-time graduation
- Making our expectations for general education clearer to students
- Better meeting the needs of our unique student body
- Allowing for an innovative general education curriculum incorporating best practices and involving the entire university community
- Change some requirements to reduce situations in which students may have taken multiple courses to fulfill what should be a single-course requirement.

Critical Foundations is specifically designed to help students prepare for their life beyond EWU. The objectives of Critical Foundations are to help students:

1. **Communicate Effectively:** Communicate purposefully, appropriately, and effectively to particular audiences using a variety of delivery methods (written, oral, visual, artistic, multimedia, etc.).
2. **Engage Locally:** Work collaboratively and with a multicultural awareness at all levels of community to engage with social issues, achieve civic aims, enhance the arts, and resolve conflicts of interest.
3. **Live Responsibly:** Use sound and ethical judgment to work effectively toward goals related to health, finances, citizenship, creative expression, and well-being.

4. **Think Globally:** Engage with complex, interdependent global systems in a manner that considers sustainability, equity, and the perspectives of others.
5. **Analyze Quantitatively:** Evaluate and analyze quantitative information to come to well-reasoned conclusions.
6. **Examine Thoughtfully:** Think critically in an open-minded, informed, logical, and creative manner.

Critical Foundations has several key components such as our First Year Experience (FYE) for our incoming freshmen and EWU's senior capstone, which allow comprehensive program assessment. The EWU experience will be based upon best practices as prescribed by the Association of American Colleges and Universities' (AAC&U) Liberal Education and America's Promise (LEAP) initiative.

Eastern intends to implement a learning analytics platform to assist in detailed analysis and monitoring student performance across the institution. Information gathered from this platform provides predictive information on student success and aids in advising students and helping them set academic performance thresholds fundamental to long-term academic success. The information will also help expand course offerings where demand is highest and divert resources from low demand areas within the curriculum. The net result will assist executive leadership in utilizing resources as effectively and efficiently as possible. This effort will also increase student retention by improving course availability and helping students prepare themselves for success in their majors. Improvements in general education through Critical Foundations will be improved, which in turn will ensure EWU graduates will have the foundational knowledge and skills to contribute in the workforce and in our communities.

Contact: Alexandra Rosebrook, Director of Budget Services, Eastern Washington University, 509-359-7364, arosebrook@ewu.edu.

Base Budget: If the proposal is an expansion or alteration of a current program or service, provide information on the resources now devoted to the program or service.

Annual expenditures and FTE's attributed to Critical Foundations is undefined as the commitment to student success is shared across all departments within the University. Eastern intends to transition the Critical Foundation implementation over multiple years. Eastern will continue to offer the current curriculum while on-ramping the Critical Foundations curriculum

Decision Package expenditure, FTE and revenue assumptions, calculations and details:

Salaries were based on current averages with a 4% annual increase. Benefits are estimated at 30% of total salary.

Decision Package Justification and Impacts

What specific performance outcomes does the agency expect?

Eastern will increase student retention and graduation. Eastern plans to ensure minority, under-represented and veteran students served increase significantly. Engage all first-year students in dynamic general education first-year experience programming aimed at improving the transition to the university environment, helping to clarify academic expectations, and introducing students to the array of support services available throughout campus.

Performance Measure detail:

Fully describe and quantify expected impacts on state residents and specific populations served.

Eastern will increase STEM students by 1%, which will increase the graduates by 1%, which aligns with the Postsecondary Results Washington goal of STEM graduates.

What are other important connections or impacts related to this proposal? Please complete the following table and provide detailed explanations or information below:

Impact(s) To:		Identify / Explanation
Regional/County impacts?	No	Identify:
Other local gov't impacts?	No	Identify:
Tribal gov't impacts?	No	Identify:
Other state agency impacts?	No	Identify:
Responds to specific task force, report, mandate or exec order?	No	Identify:
Does request contain a compensation change?	No	Identify:
Does request require a change to a collective bargaining agreement?	No	Identify:
Facility/workplace needs or impacts?	No	Identify:
Capital Budget Impacts?	No	Identify:
Is change required to existing statutes, rules or contracts?	No	Identify:
Is the request related to or a result of litigation?	No	Identify lawsuit (please consult with Attorney General's Office):
Is the request related to Puget Sound recovery?	No	If yes, see budget instructions Section 14.4 for additional instructions
Identify other important connections		

Please provide a detailed discussion of connections/impacts identified above.

None

What alternatives were explored by the agency and why was this option chosen?

Not applicable

What are the consequences of not funding this request?

Non-funding results in extending the implementation timeline and transitional process for the graduation project and its multiple components.

How has or can the agency address the issue or need in its current appropriation level?

Eastern Washington University has been working on developing and implementing Critical Foundation since 2013. We continue to implement as resources and funding allows. A reduction in the size of general education will reduce instruction demand by reducing the overall number of courses needed for graduation.

Other supporting materials: Please attach or reference any other supporting materials or information that will help analysts and policymakers understand and prioritize your request.

None

Information technology: Does this Decision Package include funding for any IT-related costs, including hardware, software, services (including cloud-based services), contracts or IT staff?

No 

Yes Continue to IT Addendum below and follow the directions on the bottom of the addendum to meet requirements for OCIO review.)

2017-19 IT Addendum

Part 1: Itemized IT Costs

Please itemize any IT-related costs, including hardware, software, services (including cloud-based services), contracts (including professional services, quality assurance, and independent verification and validation), or IT staff. Be as specific as you can. (See chapter 12.1 of the operating budget instructions for guidance on what counts as “IT-related costs”)

Information Technology Items in this DP <i>(insert rows as required)</i>	FY 2018	FY 2019	FY 2020	FY 2021
Learning Analytics	301,000	338,000	348,000	359,000
Assessment for Veterans	25,000			
Total Cost	326,000	338,000	348,000	359,000

Part 2: Identifying IT Projects

If the investment proposed in the decision package is the development or acquisition of an IT project/system, or is an enhancement to or modification of an existing IT project/system, it will also be reviewed and ranked by the OCIO as required by RCW 43.88.092. The answers to the three questions below will help OFM and the OCIO determine whether this decision package is, or enhances/modifies, an IT project:

1. Does this decision package fund the development or acquisition of a new or enhanced software or hardware system or service? Yes No
2. Does this decision package fund the acquisition or enhancements of any agency data centers? (See [OCIO Policy 184](#) for definition.) Yes No
3. Does this decision package fund the continuation of a project that is, or will be, under OCIO oversight? (See [OCIO Policy 121](#).) Yes No

If you answered “yes” to any of these questions, you must complete a concept review with the OCIO before submitting your budget request. Refer to chapter 12.2 of the operating budget instructions for more information.

2017-19 Biennium Budget Decision Package

Agency: 370 – Eastern Washington University

Decision Package Code/Title: Science, Technology, Engineering & Mathematics

Budget Period: 2017-19

Budget Level: Policy Level

Agency Recommendation Summary Text

Eastern Washington University (EWU) is committed to providing a high-quality educational experience. The College of Science, Technology, Engineering, and Mathematics (CSTEM) is outpacing the growth in other colleges at Eastern and experiencing continuing high demand for degrees offered. In addition, the college provides the math and science gateway requirements for all students in the university.

As acknowledged by the State, there is a current and growing shortage of CSTEM graduates. These students will continue to be in high demand by employers and are well-respected within their communities. Current operational funding has created a bottleneck in the college, and capacity for equipment, student research, and evolving courses and curriculum to stay technologically relevant is inadequate to meet the demand at Eastern.

As demand has outpaced resources, more students are facing challenges accessing courses necessary for degree completion. To facilitate the expanding CSTEM environment, the university is requesting state funding to cover faculty, graduate student stipends, and support staff salaries in Biology, Chemistry, Physics, Computer Science, Electrical Engineering, Mechanical Engineering, Technology, Visual Communication Design, Geology, and Mathematics.

Fiscal Summary: Additional required fiscal details are below.

Operating Expenditures	FY 2018	FY 2019	FY 2020	FY 2021
Fund 001-1	4,378,000	4,537,000	4,720,000	4,906,000
Total Cost	4,378,000	4,537,000	4,720,000	4,906,000
Staffing	FY 2018	FY 2019	FY 2020	FY 2021
FTEs	57.3	57.3	57.3	57.3
Revenue	FY 2018	FY 2019	FY 2020	FY 2021
N/A	0	0	0	0
Object of Expenditure	FY 2018	FY 2019	FY 2020	FY 2021
Obj. A	3,333,000	3,471,000	3,611,000	3,758,000
Obj. B	1,045,000	1,066,000	1,109,000	1,148,000

Package Description

The College of Science, Technology, Engineering, and Mathematics has experienced tremendous growth over the last 5 years. As a result of this rapid expansion, state base funding is needed to ensure adequate faculty are secured for instruction. This salaries in this funding request relate to the positions detailed below:

Salaries	FTE
Assistant Professor	10.5
Senior Lecturer	2.25
Lecturer	19.5
Faculty Overload	16.85
Secretary	1
Lab Manager	1
Director	1
Technician	1
Graduate Students	3.7
Advisor	.5

STEM skills are transferable across many disciplines, and every student at EWU needs math and science courses to graduate. The requirement for science, technology, engineering, and mathematics educators will continue to be critical, and Washington State will continue to put emphasis on STEM fields to meet the needs of our students, communities, and regions. The current program is at risk of decline due to increasing enrollments and stagnant resources, which continue to challenge the University's commitment to our mission and values. In order to offer a curriculum that provides a strong academic foundation for students in CSTEM and EWU, it is essential the university attracts, retains, and graduates inspired students who are well-equipped for life outside the classroom and sought-after in the region.

Contact: Alexandra Rosebrook, Director of Budget Services, Eastern Washington University, 509-359-7364, arosebrook@ewu.edu.

Base Budget: If the proposal is an expansion or alteration of a current program or service, provide information on the resources now devoted to the program or service.

Operating Expenditures	FY 2016 Actual	FY2017 Budget
Fund 001-1	13,424,644	14,917,966
Fund 148-6	2,568,774	2,381,494
Total Cost	15,993,418	17,299,460
Staffing	FY 2016	FY 2017
Fund 001-1 FTEs	121	121
Fund 148-6 FTEs	32	32
Revenue	FY 2016	FY 2017
148-6	2,019,000	1,850,379
Object of Expenditure	FY 2016	FY 2017
Obj. A	11,027,264	11,897,118
Obj. B	3,242,448	3,550,045
Obj. E	1,723,706	1,852,297

Decision Package expenditure, FTE and revenue assumptions, calculations and details:

All positions assume a 4% compensation increase per year. Faculty benefits are calculated at 33%, faculty overload benefits are calculated at 18.75% and all other positions benefits are calculated 30% of the salary.

Decision Package Justification and Impacts

What specific performance outcomes does the agency expect?

Enrollments in CSTEM have grown from 2,274 Full-time Equivalent Students (FTES) in academic year (AY) 2008-09 to 3,036 FTES in AY 15-16 (33.5% increase). At the same time, funding levels for the college have remained essentially flat, going from 69.75 baseline state-funded Full-time Equivalent Faculty (FTEF) to 72.08 baseline state-funded FTEF in AY15-16 (3% increase). Although the college has accommodated growth until now through efficiencies and increasing non-state funded support, further growth in STEM disciplines will not be possible without a direct investment by the state to fund faculty in CSTEM.

The faculty and graduate student funding in this request will allow the college to keep pace with current enrollment growth across the college, as well as accelerating growth in Biology, Mechanical Engineering, Engineering Technology, Communication Design, and Geology. Each of these programs has undergone robust growth in recent years and produce graduates that are highly sought-after in the regional and state workforce. The desired expansion will not only broaden the existing curriculum, but will also increase the overall capacity of the program. Over the next five

years, the faculty hired through this request are anticipated to generate another 315 FTEs/year in the college and support modest growth in these majors.

Performance Measure detail:

Fully describe and quantify expected impacts on state residents and specific populations served.

With this funding, the college will expand its presence in robotics and mechanical engineering, an area of great need for local industry. Local industry groups (e.g. Greater Spokane Inc.) have emphasized the importance of robotics, short-run, and just-in-time manufacturing to the economy of eastern Washington; the funding in this request will support increased production of better-qualified students to meet this need. Likewise, the expansion of faculty in other areas of the engineering and design curriculum will drive increased production of graduates needed to meet these critical workforce needs.

The expansion in Geology will fund faculty with expertise in environmental geology and/or economic geology. Current jobs are available and growth is expected to continue with an increased need for well-prepared geologists in the fields of environmental geology, economic geology and oil and gas exploration. Eastern Washington is located near a world-class silver mining district (Silver Valley or Coeur d'Alene District) and the Bunker Hill Mining and Metallurgical Complex Superfund site (Shoshone Co, ID) as well as other nearby mining districts and Superfund sites. The expansion of our program to include any of these areas of expertise will provide critical support and workforce development for these industries.

The growth in Biology will support both increased capacity in the undergraduate program as well as expansion of the MS in Biology. This master's degree program provides a critical supply of career-ready graduates to serve the environmental industry throughout eastern Washington. Furthermore, increased biology graduates are needed to fill the workforce requirements of the grouping health care sector in the Spokane area.

For each of these programs, it should further be noted that EWU's traditional strength is in providing access to higher education for underserved, rural, and first-generation students. Eastern also has a strong tradition of serving Native American students. Support of growth in the academic programs in CSTEM at EWU will help drive increased opportunities for economic development across eastern Washington, help support underserved communities, and spur innovation across a broad and diverse geographic region of the state.

What are other important connections or impacts related to this proposal? Please complete the following table and provide detailed explanations or information below:

Impact(s) To:		Identify / Explanation
Regional/County impacts?	Yes	Identify: Increasing numbers of STEM graduates are needed to meet the growing workforce demands of local and regional industry.
Other local gov't impacts?	Yes	Identify: CSTEM provides graduates with technical training needed to support growing workforce needs of local regulatory and government agencies.
Tribal gov't impacts?	No	Identify:
Other state agency impacts?	Yes	Identify: CSTEM provides graduates with technical training needed to support growing workforce needs of statewide regulatory and government agencies (e.g. DNR, DFW, DOH).
Responds to specific task force, report, mandate or exec order?	Yes	Identify: Results Washington – Postsecondary 1.3.b
Does request contain a compensation change?	No	Identify:
Does request require a change to a collective bargaining agreement?	No	Identify:
Facility/workplace needs or impacts?	No	Identify:
Capital Budget Impacts?	No	Identify:
Is change required to existing statutes, rules or contracts?	No	Identify:
Is the request related to or a result of litigation?	No	Identify lawsuit (please consult with Attorney General's Office):
Is the request related to Puget Sound recovery?	No	If yes, see budget instructions Section 14.4 for additional instructions
Identify other important connections		

Please provide a detailed discussion of connections/impacts identified above.

What alternatives were explored by the agency and why was this option chosen?

EWU and CSTEM have been pursuing private and corporate support for capacity-building efforts. However, private funding generally is directed towards scholarship support rather than supporting instructional costs. The college has also had modest success engaging the corporate sector with gift-in-kind support (e.g. equipment donations), however this has not addressed the fundamental baseline funding of instructional costs.

CSTEM is also actively pursuing federal program development dollars (e.g. NSH IUSE-Geopaths), however these one-time funds provide support for capacity-building without the baseline funding needed to sustain the achieved growth.

CSTEM is planning to increase summer course offerings as a way to lessen demand during the school year. However, summer courses are offered through self-support, increasing the cost to students. This may have the effect of introducing inequities for underserved, first-generation, and low income students who may not have the financial resources to afford summer school classes. Although summer self-support sections can help ease some of the pressure on academic-year offerings, they run the significant risk of increasing the achievement gap for underserved, first-generation, and low income students who cannot afford to take summer school classes.

What are the consequences of not funding this request?

Without the requested funding, CSTEM will be forced to either cap student enrollment in STEM fields to match the existing baseline funding or prioritize registration in STEM classes by seniority. Capping enrollment will strongly limit our ability to meet local, regional, and state workforce needs. Prioritizing enrollment by seniority will allow us to meet demand each term by forcing students to delay taking classes in STEM fields. This will lengthen student time-to-degree and lower graduation rates, but allow the college to manage enrollments to meet our baseline funding. Because such actions would have a disproportionately harmful impact on at-risk and low-income students, it would also likely result in a significant widening of the achievement gap for underrepresented, first-generation, and low-income students.

How has or can the agency address the issue or need in its current appropriation level?

EWU has supplemented recent growth in CSTEM by allocating one-time and reserve funds to support the hiring of additional non-tenure track (e.g. part-time) faculty. However, this one-time funding cannot support the current and anticipated demand for STEM degrees.

Other supporting materials: Please attach or reference any other supporting materials or information that will help analysts and policymakers understand and prioritize your request.

Information technology: Does this Decision Package include funding for any IT-related costs, including hardware, software, services (including cloud-based services), contracts or IT staff?

No 

Yes Continue to IT Addendum below and follow the directions on the bottom of the addendum to meet requirements for OCIO review.)

2017-19 Biennium Budget Decision Package

Agency: 370 – Eastern Washington University

Decision Package Code/Title: EWU Spokane Facilities Usage

Budget Period: 2017-19

Budget Level: Policy Level

Agency Recommendation Summary Text:

Eastern Washington University maintenance costs relating to use of facilities in the Spokane University District continue to escalate. Eastern is requesting state funding to cover costs associated with the maintenance agreement with WSU Spokane.

Fiscal Summary: Decision package total dollar and FTE cost/savings by year, by fund, for 4 years. Additional required fiscal details are below.

Operating Expenditures	FY 2018	FY 2019	FY 2020	FY 2021
Fund 001-1	700,000	735,000	787,000	827,000
Total Cost	700,000	735,000	787,000	827,000
Staffing	FY 2018	FY 2019	FY 2020	FY 2021
FTEs	0	0	0	0
Revenue	FY 2018	FY 2019	FY 2020	FY 2021
Revenue	0	0	0	0
Object of Expenditure	FY 2018	FY 2019	FY 2020	FY 2021
Obj. E	700,000	735,000	787,000	827,000

Package Description

EWU Spokane is home to two of Eastern’s five colleges; the College of Health Science and Public Health and the College of Business and Public Administration. WSU and EWU students share a campus located in the Spokane University District.

The majority of the buildings in the Spokane University District were funded through the Washington State Capital Budget process through funding appropriated to WSU; therefore, the majority of the buildings located in the Spokane University District are WSU buildings. EWU pays WSU an annual maintenance fee to occupy and share these buildings.

This budget request is to assist EWU with paying the continually escalating costs charged by WSU for use of these buildings.

Base Budget: If the proposal is an expansion or alteration of a current program or service, provide information on the resources now devoted to the program or service.

Eastern Washington University has paid Washington State University on average approximately \$650,000 per year over the last five years. In FY16 EWU paid WSU almost \$690,000 for facility usage.

Decision Package expenditure, FTE and revenue assumptions, calculations and details:

Eastern Washington University used a 5% annual increase in the facility rent.

Decision Package Justification and Impacts

What specific performance outcomes does the agency expect?

Eastern Washington University will be able to use the funding currently being used for renting the buildings from WSU directly on instruction of our current students.

Performance Measure detail:

Fully describe and quantify expected impacts on state residents and specific populations served.

EWU Spokane will be able to use the funding instead directly on instruction of our current students.

What are other important connections or impacts related to this proposal? Please complete the following table and provide detailed explanations or information below:

Impact(s) To:		Identify / Explanation
Regional/County impacts?	No	Identify:
Other local gov't impacts?	No	Identify:
Tribal gov't impacts?	No	Identify:
Other state agency impacts?	No	Identify:
Responds to specific task force, report, mandate or exec order?	No	Identify:
Does request contain a compensation change?	No	Identify:
Does request require a change to a collective bargaining agreement?	No	Identify:
Facility/workplace needs or impacts?	No	Identify:
Capital Budget Impacts?	No	Identify:
Is change required to existing statutes, rules or contracts?	No	Identify:
Is the request related to or a result of litigation?	No	Identify lawsuit (please consult with Attorney General's Office):
Is the request related to Puget Sound recovery?	No	If yes, see budget instructions Section 14.4 for additional instructions
Identify other important connections		

What alternatives were explored by the agency and why was this option chosen?

Alternate funding sources were reviewed for the escalating costs and unavailable without directly impacting instruction.

What are the consequences of not funding this request?

Student instructional funding will continue to be diverted from instruction to fund maintenance costs for utilizing the state buildings located in the Spokane University District.

How has or can the agency address the issue or need in its current appropriation level?

Eastern Washington University has been utilizing current funding to pay these escalating maintenance costs. The amounts continue to increase with every renewal of the contract.

Other supporting materials: Please attach or reference any other supporting materials or information that will help analysts and policymakers understand and prioritize your request.

Information technology: Does this Decision Package include funding for any IT-related costs, including hardware, software, services (including cloud-based services), contracts or IT staff?

No 

Yes Continue to IT Addendum below and follow the directions on the bottom of the addendum to meet requirements for OCIO review.)

**2017-19 Biennium Budget
Decision Package**

Agency: 370 – Eastern Washington University

Decision Package Code/Title: Increasing the Number of Washington State Teachers

Budget Period: 2017-19

Budget Level: Policy Level

Agency Recommendation Summary Text:

The state of Washington teacher shortage is reaching a crisis level, as described by Washington State’s Professional Educator Standards Board (PESB), the Office of the Superintendent of Instruction (OSPI), and Governor Inslee. The need for teachers exists across all grade levels and subject areas, although the need for teachers in STEM areas, English Language Learning, and Special Education are especially critical in upcoming years.

EWU graduates 190 Education students and grants another 300 teaching endorsements annually. Easter’s education programs are currently at or near capacity for teacher training, given the current number of faculty that teach in these programs and the available budget. EWU is requesting \$3.5 million to significantly expand its teacher preparation capacity to help achieve Washington State’s teacher demand.

Fiscal Summary: Decision package total dollar and FTE cost/savings by year, by fund, for 4 years. Additional required fiscal details are below.

Operating Expenditures	FY 2018	FY 2019	FY 2020	FY 2021
Fund 001-1	3,500,000	3,588,000	3,680,000	3,775,000
Total Cost	3,500,000	3,588,000	3,680,000	3,775,000
Staffing	FY 2018	FY 2019	FY 2020	FY 2021
FTEs	30.5	30.5	30.5	30.5
Revenue	FY 2018	FY 2019	FY 2020	FY 2021
N/A	0	0	0	0
Object of Expenditure	FY 2018	FY 2019	FY 2020	FY 2021
Obj. A	2,308,000	2,375,000	2,446,000	2,519,000
Obj. B	692,000	713,000	734,000	756,000
Obj. E	500,000	500,000	500,000	500,000

Package Description

Since 1889, Eastern Washington University has been a regional and state leader in preparation of teachers. EWU's Department of Education has long-term partnerships with regional school districts and superintendents. Eastern offers more than thirty endorsement areas of master's and baccalaureate teacher preparation programs, including STEM areas, English Language Learning, and Special Education. All EWU Education graduates achieve Washington state teaching certification.



The historic Jore One-Room Schoolhouse located on the EWU campus

As a comprehensive regional university, EWU enrolls 13,000 undergraduates and is the most affordable public institution in Washington State. EWU provides opportunity for under-represented groups; 53% of our incoming freshmen in fall 2015 were first generation students, and 32.7% of incoming freshmen represented diverse ethnic groups. Because EWU educates a highly diverse population of learners, the university has excellent opportunities to expand recruitment, retention, and graduation of teacher candidates who come from under-represented groups. This aligns with the PESB goal in Washington State for the diversity of educators to reflect the P-12 student population.

EWU's education program is well-positioned to increase the number of teachers educated and certified every year and reduce the teacher shortage gap. The extensive range of opportunities is readily-scalable for expansion for candidates to earn certificates for employment in Washington State schools:

- 27 undergraduate endorsement opportunities;
- 10 add-on endorsements for holders of a Washington State Teaching Certificate;
- Masters of Education (M.Ed.) with six options in curriculum and instruction, literacy, adult education, early childhood education, educational foundations, and educational leadership;
- Masters in Secondary and Elementary Teaching (MIT) for candidates without a teaching certificate from other areas;
- Options for Principal Certification;
- Options for certification as a school psychologist and school counselor;

The 2016 PESB Program Approval report provided an accolade to the teacher program, stating, “The additional resources devoted to field supervision in the past year have enhanced the stability of the role and quality of supervision. Field supervisors are valued and integrated into the program.”

While the Education Department now offers strong field supervision with adequate field supervisors (currently 9 full time supervisors), coverage for instruction and advising remains stretched. Clear growth patterns are evident in Education core classes which will lead to higher graduation rates and stability. While the growth patterns are excellent to see, Education core classes are at capacity with limited opportunity for sustained or increased growth with current resources. New faculty and supervisor positions will allow additional sections and an increase in educator graduation rates.

While the 2016 PESB approval indicates that EWU Education programs now have adequate resources, the university is at its capacity to meet the current level of student needs in terms of course enrollment and faculty-to-student advising ratios. Currently, courses fill quickly, and some students experience difficulty with conflicting schedules due to limited options for course times when seeking dual endorsements. With approval of this request, EWU will improve time to graduation rates and increase summer, evening, and online opportunities to provide flexibility for candidates to become endorsed. With additional faculty and field supervisors, EWU could set and meet more ambitious goals for growth and offer additional sections of courses and online sections for candidates seeking multiple endorsements.

Beyond the traditional teacher program offered through the four year BAE program, EWU continues to creatively offer opportunities for non-traditional candidates to earn teaching certificates. Currently, the EWU Masters in Teaching (MIT) program offers a five quarter curriculum to provide initial teaching endorsements for candidates with backgrounds and degrees in other areas such as science and mathematics.

Eastern has collaboratively participated in joint meetings with area superintendents and local universities to explore means to address the teacher shortage. Area superintendents, many from rural and remote districts expressed interests in teacher academies, online add-on endorsement opportunities, and alternative pathways for their paraprofessionals to seek initial certification. Eastern faculty members across many endorsement areas have developed ideas for innovative programs based on their conversations with district partners.

Eastern Washington University has a strong history of successfully producing teachers for the State of Washington; Eastern has a wide array of programs to train teachers in needed areas, and Eastern has longstanding partnerships with surrounding school districts to serve their needs. With additional resources to hire personnel, EWU’s Department of Education is poised to expand opportunities to increase the number of teacher candidates graduated each year and the number of endorsements offered.

Base Budget: If the proposal is an expansion or alteration of a current program or service, provide information on the resources now devoted to the program or service. Please include annual expenditures and FTEs by fund and activity (or provide working models or backup materials containing this information).

The expenditures represented below are direct expenditures related to education instruction.

College of Arts, Letters and Education (CALE)	FTE	FY17 Budget
Education Program	20	\$2,320,000
Student Teacher Support	10	\$700,000
Professional Educator Program	1	\$125,000
Educational Leadership Program	1	\$110,000
Masters in Teaching	3	\$500,000
<i>Total Education related expenditures, College of Education</i>		<i>\$ 3,755,000</i>

External to CALE	AY 14-15
Degrees Granted	2,811
Enrolled Students	11,562
CALE Education degrees granted	176
Non-CALE Education degrees granted	52
Average cost per EWU student	\$ 10,000
Graduating students as a % of total enrollment	24%
<i>Estimated Education related expenditures outside of CALE</i>	<i>\$ 2,139,000</i>

Decision Package expenditure, FTE and revenue assumptions, calculations and details:

Eastern Washington University anticipated a 4% general salary adjustment each year.

Eastern Washington University would need to double the size of our Education Department to double the number of graduating teachers.

Contact: Alexandra Rosebrook, Director of Budget Services, Eastern Washington University, 509-359-7364, arosebrook@ewu.edu.

Decision Package Justification and Impacts

What specific performance outcomes does the agency expect?

EWU currently averages 190 teacher graduates per year with 300 endorsements. Eastern will increase the number of teacher candidates graduating to 300 per year and the number of endorsements to 425 per year in the next five years. The increased number of teacher graduates will reduce the teacher shortage gap and provide needed resources in high needs schools. Eastern will prioritize high needs areas, including STEM, English Language Learner, and Special Education programs.

Performance Measure detail:

Fully describe and quantify expected impacts on state residents and specific populations served.

Washington State districts will reduce the teacher shortage in P-12 classrooms, particularly in high needs areas of STEM, English Language Learner, and Special Education endorsements. The state will make progress in meeting its goal for P-12 workforce diversity to match the student population.

What are other important connections or impacts related to this proposal? Please complete the following table and provide detailed explanations or information below:

Impact(s) To:		Identify / Explanation
Regional/County impacts?	No	Identify:
Other local gov't impacts?	Yes	Identify: School districts will be able to hire highly qualified teachers and substitutes.
Tribal gov't impacts?	No	Identify:
Other state agency impacts?	Yes	Identify: The Office of Superintendent of Public Instruction will be able to refocus their efforts.
Responds to specific task force, report, mandate or exec order?	No	Identify:
Does request contain a compensation change?	No	Identify:
Does request require a change to a collective bargaining agreement?	No	Identify:
Facility/workplace needs or impacts?	No	Identify:
Capital Budget Impacts?	No	Identify:

Is change required to existing statutes, rules or contracts?	No	Identify:
Is the request related to or a result of litigation?	No	Identify lawsuit (please consult with Attorney General's Office):
Is the request related to Puget Sound recovery?	No	If yes, see budget instructions Section 14.4 for additional instructions
Identify other important connections		

Please provide a detailed discussion of connections/impacts identified above.

What alternatives were explored by the agency and why was this option chosen?

What are the consequences of not funding this request?

The number of teaching students graduating will continue to remain flat (approximately 190 per year) and the teacher shortage in the region will likely degrade.

How has or can the agency address the issue or need in its current appropriation level?

Eastern Washington University continues to provide highly educated teachers into the workforce year after year.

Other supporting materials: Please attach or reference any other supporting materials or information that will help analysts and policymakers understand and prioritize your request.

Information technology: Does this Decision Package include funding for any IT-related costs, including hardware, software, services (including cloud-based services), contracts or IT staff?

No 

Yes Continue to IT Addendum below and follow the directions on the bottom of the addendum to meet requirements for OCIO review.)

2017-19 Biennium Budget Decision Package

Agency: 370 – Eastern Washington University

Decision Package Code/Title: Multicultural Center

Budget Period: 2017-19

Budget Level: Policy Level

Agency Recommendation Summary Text:

The Multicultural Center is included in the Pence Union Building renovation, which is funded through the Services & Activities (S&A) fee. Eastern students have also committed additional operating resources for the Multicultural Center. Eastern recognizes that such a critical undertaking should be properly supported and affirmed by the institution. This request is for funding to supplement the approved student resources to appropriately support the Multicultural Center.

Fiscal Summary: Decision package total dollar and FTE cost/savings by year, by fund, for 4 years. Additional fiscal details are required below.

Operating Expenditures	FY 2018	FY 2019	FY 2020	FY 2021
Fund 001-1	190,400	198,000	206,000	215,000
Total Cost	190,400	198,000	206,000	215,000
Staffing	FY 2018	FY 2019	FY 2020	FY 2021
FTEs	3.0	3.0	3.0	3.0
Revenue	FY 2018	FY 2019	FY 2020	FY 2021
N/A				
Object of Expenditure	FY 2018	FY 2019	FY 2020	FY 2021
Obj. A	108,000	112,000	117,000	121,000
Obj. B	32,400	34,000	35,000	37,000
Obj. E	50,000	52,000	54,000	57,000

Package Description

As part of the long-planned renovation of the Pence Union Building (PUB), Eastern’s students have included a Multicultural Center. Students are funding the construction of the Center and have set aside a very modest budget for a Center director, student workers, and limited operations (\$150,000) through S&A fees. EWU recognizes that such an important undertaking should not be solely the burden of students, and requests essential additional resources to ensure the success of this program and increase student success for a growing and diverse student population.

This proposal provides funding for programming and additional staff for the Multicultural Center to ensure that students and the entire campus community are equipped with resources appropriate to enhance student use and access to the Multicultural Center. As plans for the Center are still finalizing (see next section), this proposal reflects common staffing models of best practice programs. The proposal anticipates that funding from the state will partially meet the needs for the Center, with additional revenue from the students' contribution of S&A funding and the reallocation of institutional resources.

To steer our efforts in continuously growing as a diverse and inclusive community, the president has launched a diversity and inclusion initiative. This initiative includes campus climate assessment, a chief diversity officer, and the Multicultural Center. Currently, the university is soliciting feedback from students and other stakeholders regarding the specific role and activities of the Center, and is committed to creating capacity to allow the deployment of needed resources for the future.

Our commitment to inclusive excellence, access, and opportunity has made EWU one of the more diverse campuses in the state, and our numbers are growing. Thirty-three percent of our 2016 freshmen were members of under-represented minority groups. Overall diversity has increased from 20.3% to 25.7% in the last seven years, with notable growth among our Hispanic/Latino population (comprising almost 13% of our total enrollment).

Base Budget: If the proposal is an expansion or alteration of a current program or service, provide information on the resources now devoted to the program or service.

Eastern does not currently operate a Multicultural Center. Upon the construction of the center, the students have obligated \$150,000 per year in funding for the Multicultural Center.

Decision Package expenditure, FTE and revenue assumptions, calculations and details:

Eastern is assuming a 4% increase every year for the Multicultural Center additional staff and general expenses.

Decision Package Justification and Impacts

What specific performance outcomes does the agency expect?

To achieve our goals of excellence, EWU must continuously grow as a diverse and inclusive community. We are all responsible for ensuring that everything we do—teaching and learning, student support, research and scholarship, community outreach—contributes to a welcoming environment and a culture that embraces diversity and fosters mutual respect

Performance Measure detail:

Fully describe and quantify expected impacts on state residents and specific populations served.

- Increase overall retention rate of historically under-represented minority students by 10% by 2019.
- Narrow the graduation gaps between historically under-represented minority students to within 5% by 2022.
- Increase overall graduation rate of historically under-represented minority students by 20% by 2022.

What are other important connections or impacts related to this proposal?

Impact(s) To:		Identify / Explanation
Regional/County impacts?	No	Identify:
Other local gov't impacts?	No	Identify:
Tribal gov't impacts?	No	Identify:
Other state agency impacts?	No	Identify:
Responds to specific task force, report, mandate or exec order?	No	Identify:
Does request contain a compensation change?	No	Identify:
Does request require a change to a collective bargaining agreement?	No	Identify:
Facility/workplace needs or impacts?	No	Identify:
Capital Budget Impacts?	No	Identify:
Is change required to existing statutes, rules or contracts?	No	Identify:
Is the request related to or a result of litigation?	No	Identify lawsuit (please consult with Attorney General's Office):
Is the request related to Puget Sound recovery?	No	If yes, see budget instructions Section 14.4 for additional instructions
Identify other important connections		

Please provide a detailed discussion of connections/impacts identified above.

What alternatives were explored by the agency and why was this option chosen?

This request directly aligns with Eastern's diversity and inclusion initiative.

What are the consequences of not funding this request?

The Multicultural Center will have limited resources to accomplish their goals.

How has or can the agency address the issue or need in its current appropriation level?

The students have committed to funding a portion of the Multicultural Center operations.

Other supporting materials: N/A

Information technology: Does this Decision Package include funding for any IT-related costs, including hardware, software, services (including cloud-based services), contracts or IT staff?

No 

Yes Continue to IT Addendum below and follow the directions on the bottom of the addendum to meet requirements for OCIO review.)

2017-19 Biennium Budget Decision Package

Agency: 370 – Eastern Washington University

Decision Package Code/Title: Create a Computer Engineering Degree Option

Budget Period: 2017-19

Budget Level: Policy Level

Agency Recommendation Summary Text:

Eastern Washington University requests budget authority to create a new degree option in the College of Science, Technology, Engineering, and Math (STEM). The Computer Engineering (CpE) degree option will leverage current resources in the current Computer Science (CS) and Electrical Engineering (EE) programs to create a high-demand degree option for students. The CpE degree provides an excellent career path in a growing field that is already in high demand in our region, state, and nation.

Fiscal Summary: Decision package total dollar and FTE cost/savings by year, by fund, for 4 years. Additional required fiscal details are below.

Operating Expenditures	FY 2018	FY 2019	FY 2020	FY 2021
Fund 001-1	1,151,000	1,061,000	982,000	1,021,000
Total Cost	1,151,000	1,061,000	982,000	1,021,000
Staffing	FY 2018	FY 2019	FY 2020	FY 2021
FTEs	8.25	8.25	8.25	8.25
Revenue	FY 2018	FY 2019	FY 2020	FY 2021
N/A	0	0	0	0
Object of Expenditure	FY 2018	FY 2019	FY 2020	FY 2021
Obj. A	677,000	704,000	731,000	760,000
Obj. B	224,000	232,000	241,000	251,000
Obj. E	250,000	125,000	10,000	10,000

Package Description

Computer Engineering, which sits at the intersection of CS and EE is one of our country’s most in-demand professions, allowing companies to differentiate their products through CpE generated intellectual property. Approval of this package will allow EWU to offer an additional degree option in the STEM program for Computer Engineering (CpE). It is estimated that CpE and CS careers currently comprise 38% of jobs in the IT industry, with expected to experience above average (17%) national growth. The CpE degree option is currently available at WSU and UW, as well as 21 other

universities in WA, OR, ID, MT, UT and CA, providing a perspective on the level of industry and student demand for these critical skillsets.

Explaining CpE by way of example, consider a smart-phone. Electrical Engineers develop the smart-phone electronic hardware. Computer Scientist design the app-store, databases, cyber-security, and PC applications (e.g., iTunes) to support the smart-phone. Computer Engineers make the smart-phone come to life by developing the software that interacts with the electronics so the phone magically responds to your finger interacting with the touch screen, all while the GPS is guiding you to your next meeting location.

Industry demand for an Eastern CpE degree program is strong, particularly as EWU graduates tend to want to live and work in this region. Companies such as F5 Networks regularly hire our top Computer Science and Electrical Engineering graduates, and then spend time and money training them to be CpEs when they cannot find interested CpE candidates. Other regional companies interested in an Eastern CpE degree include Itron, Schweitzer Engineering Labs, and H2e Inc. Student demand for this degree is also high, as they know CpE jobs have a higher growth rate and that companies are less likely to outsource these jobs because CpE provides intellectual property differentiation.

After 10 years’ of discussion in the departments of Computer Science and Engineering & Design, input from industry, student requests, and new leadership in the offices of Provost and Dean, the University has determined that now is the time to offer the CpE degree option to our students. At the same time, Eastern is engaging with regional industry partners to ask for contingent funding and laboratory equipment support for the new CpE degree. Eastern feels that with the foundational support of our ABET accredited CS and EE programs, alignment with the EWU STEM, CS, and EE industry advisory boards, CSTEM Dean, and the office of the Provost, a highly successful CpE degree option can now be offered to our students.

This package will provide for 8.25 FTE, including four full-time tenure-track positions, three lecturers, two technicians, and one administrative position. Additional one-time start-up funds of \$250,000 in FY18, and \$125,000 in FY19 will be required for laboratory equipment and materials. Then starting in FY’20, an annual operational budget of \$10,000 to provide necessary computer, laboratory, and equipment support.

The following table provides an estimate for the number of students expected to graduate from the new CpE degree program, as well as an estimate for the total number of students enrolled in the program, starting at the point they declare their major at Eastern (towards the end of their sophomore year).

Expected Students	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
CpE Graduates	2	5	10	18	25	33	35
CpE Declared Majors (sophomore – senior)	10	15	27	42	75	95	115

Base Budget: If the proposal is an expansion or alteration of a current program or service, provide information on the resources now devoted to the program or service.

Eastern does not presently offer a Computer Engineering degree; although, current resources with the College of Science, Technology, Engineering and Mathematics are already structured to support this new program.

Decision Package expenditure, FTE and revenue assumptions, calculations and details:

Eastern anticipates four tenure track faculty members, three lecturers, two technicians, and one secretary will be needed for the Computer Engineering program. We estimated salary increases of 4% annually, benefits at 33%, and \$375,000 in total start-up costs.

Decision Package Justification and Impacts

What specific performance outcomes does the agency expect?

Performance Measure detail:

Fully describe and quantify expected impacts on state residents and specific populations served.

Eastern anticipates the number of degrees produced on average will be 35 per year, with an average enrollment of 115 declared CpE major at steady-state. Seventy-five percent of Eastern graduates choose to live and work in Washington (most regionally), thus the proposed degree will directly support the growing high-tech job base in our state.

Eastern students are highly diverse racially and culturally, with 53% of our freshman class recognized as first generation college students and 29% of our students identifying as an under-represented minority. Eastern feels that a CpE degree option will have a meaningful and long-term impact on these students' lives by providing an opportunity to obtain one of the best paying, most secure jobs in the high-tech industry.

What are other important connections or impacts related to this proposal? Please complete the following table and provide detailed explanations or information below:

Impact(s) To:		Identify / Explanation
Regional/County impacts?	Yes	<p>Identify: A report compiled by the Washington Technology Industry Association (WTIA), and published in early 2014 contains an extensive analysis showing that the benefits of technology-based employment are growing rapidly across the state of Washington. Significant concentrations (more than 10,000 tech jobs each) are found in the east-side counties of Spokane and Benton.</p> <p>According to the WTIA 2014 report, there are over 37,249 tech sector jobs in all of Eastern Washington, and over 111,747 indirectly supported jobs -- for about 149,000 jobs total.</p>

	<p>The current tech sector jobs are vitally important to Spokane and other parts of Eastern WA. The WITIA-reported 14,036 tech jobs in Spokane County, and the 42,108 indirectly supported additional jobs, account for 56,144 jobs in total, amounting to 26% of the total non-farm employment for Spokane County.</p> <p>This current level of tech participation is not sufficient, in today's fast changing world, to support the Washington state and regional trends toward additional high paying jobs and fully statewide economic prosperity.</p> <p>Over the past decades, there has been a sustained effort in Spokane County to diversify the regional economic base beyond its historic roots in agriculture, mining and timber into other areas, of which technology is one of the most important for the future. It is well known in WA that the computer sector of the technology economy is one of the most important, but not so well known that in Eastern Washington in general, and Spokane County in particular, there is a strong concentration of business-to-business technology companies to whom Computer Engineering is especially important – at the center of their core product development mission. These companies include tech companies with billion dollar footprints in Eastern WA, especially Itron, Schweitzer Engineering Labs (SEL) and F5 Networks, plus many smaller companies. Since this cluster of companies is particularly dependent on development talent and skills as part of their product and company future, this cluster needs more employees equipped with skills in Computer Engineering, especially. This is somewhat of a departure from the overall computing industry of WA which has a strong business-to-consumer component and myriad consumer products. In contrast, Itron, F5 and SEL are not even known to most consumers, producing highly technical</p>
--	--

		<p>products for power grid management and protection, network load balancing, utility metering, and smart grid deployment. Thus in the region and Spokane County, there is an especially strong need to additional graduates and an additional pool of current skills in the hardware/software systems that are at the heart of Computer Engineering.</p> <p>The proposed CpE degree program and its pool of graduates, interns, and project partners will be a crucial step in meeting this special regional requirement.</p>
Other local gov't impacts?	Yes	<p>Identify:</p> <p>Local Government, at the city and county level, has been actively seeking to build on the region's industry base in business-to-business specialized technology companies, by seeking many available grants and additional worldwide recognition in such areas as a regional smart power grid projects, smart transportation projects, and green development projects -- in partnership with leading local power-related companies Avista and Itron, and many other regional organizations. This ongoing effort would be highly augmented by the workforce, intern, and project partnership capabilities provided by the expansion of EWU's computer science and engineering programs to include the requested degree program in Computer Engineering.</p>
Tribal gov't impacts?	No	<p>Identify:</p>
Other state agency impacts?	No	<p>Identify:</p>
Responds to specific task force, report, mandate or exec order?	Yes	<p>Identify:</p> <p>A letter (https://code.org/washington) on Mar 4, 2015 -- signed by 48 important industry leaders in Washington and 28 important education and non-profit leaders -- cogently stated the strong ongoing</p>

	<p>case for expansion of computer science educational opportunities in Washington State, and included the following key observations: “In 36 states, the most common jobs are truck drivers, farmers or secretaries. In Washington, the most common jobs are software developers. These jobs aren’t only in tech — in fact, two-thirds of the nation’s computing jobs are in other industries, at places like Starbucks, Boeing, Nordstrom, Costco or WSDOT.</p> <p>But we’re not doing enough to prepare our students for these opportunities. There are currently 20,000 open computing jobs across all industries in Washington, and these jobs are growing at three times the state average. In 2014, there were only 1,200 computer science graduates at the university level, and among high school AP Computer Science test takers, only 260 were female. Only 48 were black or Hispanic.”</p> <p>In response to this ongoing concern by state leaders -- which has been increasing over the past five years statewide -- the state has engaged in a multi-faceted mandate to respond by continuing to improve state support of computer science education at many state levels, from early education to higher education. This effort, for which WA state Rep. Drew Hansen has been an ongoing champion, gained additional momentum last legislative session, with the promotion and passage of House Bill 1813 and several closely related items in the WA state budget, including computer science degree program expansion support at WWU, WSU and UW.</p> <p>The EWU CpE request is the EWU response to this ongoing state mandate for continuing computer science expansion, especially in our immediate Spokane region. As a result of careful analysis over a ten-year period, this CpE request is targeted toward that part of the computer science landscape most crucially needed by the particular</p>
--	---

		<p>industries and workforce development elements of Eastern Washington and the Spokane County area. Our major regional industries and much workforce are concentrated in deep business-to-business computing areas, with large companies such as F5 Networks, Itron and SEL, as well as smaller companies such as GenPrime and RiskLens, serving as current examples. These “B2B” companies develop highly technical hardware/software integrated products, such as web traffic load balancing devices, for which computer engineering is the most suitable source of key product development workforce, as well as a key vocational opportunity for an ideal career path for regional citizens desiring to join the prosperous economy rapidly developing in Washington state.</p> <p>On the West side of the state, there is also much demand for the workforce and skill sets to be developed under the proposed Computer Engineering program. In particular, Amazon has developed the Kindle family of products and Microsoft has a long history of hardware/software product development, as indicated by the Xbox and many other products. Boeing and other aerospace companies need complex avionics systems. Each of these west side efforts would benefit greatly from the increase in workforce that, with a CpE degree, is ideal for balanced hardware/software product development and production expansion aiding the entire state economy.</p>
Does request contain a compensation change?	No	Identify:
Does request require a change to a collective bargaining agreement?	No	Identify:
Facility/workplace needs or impacts?	No	Identify:

Capital Budget Impacts?	No	Identify:
Is change required to existing statutes, rules or contracts?	No	Identify:
Is the request related to or a result of litigation?	No	Identify lawsuit (please consult with Attorney General's Office):
Is the request related to Puget Sound recovery?	No	If yes, see budget instructions Section 14.4 for additional instructions
Identify other important connections		

Please provide a detailed discussion of connections/impacts identified above.

What alternatives were explored by the agency and why was this option chosen?

Computer Engineering is one of our country's most in-demand professions. The Bureau of Labor Statistics projects growth of 17%, well over double the 7% expected for all US employment. Eastern has the physical capacity to accommodate students interested in Computer Engineering.

What are the consequences of not funding this request?

Eastern will be unable to expand the Engineering degree options offered, resulting in a continued shortage of qualified regional CpE candidates to meet industry demands given the expected job growth rate (17% nationally for CS and CpE majors per the Bureau of Labor Statistics).

How has or can the agency address the issue or need in its current appropriation level?

At students' request over the last year, Eastern has been attempting to provide CpE skills, on a case-by-case basis, to highly motivated students. This includes a suboptimal collection of individual study courses, self-learning via free online courses, and patchwork mix of elective classes through coordination with passionate CS and EE professors. This model neither delivers the proper set of elective courses to provide the full CpE knowledge, nor is it sustainable given the increased and unfunded instructional workload. Therefore, while there is clearly student and industry demand for CpE, Eastern will not be able to offer a CpE degree program under the current appropriation level.

Information technology: Does this Decision Package include funding for any IT-related costs, including hardware, software, services (including cloud-based services), contracts or IT staff?

No 

Yes Continue to IT Addendum below and follow the directions on the bottom of the addendum to meet requirements for OCIO review.)

State of Washington

Summarized Revenue by Account and Source

9/14/2016
8:45AM

Budget Period: 2017-19
Dollars in thousands
370 - Eastern Washington University
Agency Level
BR - 2017-19 Biennial Budget Request
Supporting Text Excluded

	Maintenance Level		Performance Level		Biennium Totals		
	FY2018	FY2019	FY2018	FY2019	FY2018	FY2019	Total
061 - EWU Capital Projects							
Total - 0424 - Tuition and Fees - S	3,100	3,100			3,100	3,100	6,200
061 - EWU Capital Projects - State	3,100	3,100			3,100	3,100	6,200
Total - 061 - EWU Capital Projects	3,100	3,100			3,100	3,100	6,200
148 - HE - Dedicated Local							
Total - 0402 - Income From Property - S	40	40			40	40	80
Total - 0405 - Fines, Forfeits - S	500	500			500	500	1,000
Total - 0409 - Interest Income - S	400	400			400	400	800
Total - 0413 - Cap Gains/Losses - S	30	30			30	30	60
Total - 0416 - Sale of Prop/Other - S	30	30			30	30	60
Total - 0420 - Charges for Services - S	650	650			650	650	1,300
Total - 0424 - Tuition and Fees - S	4,150	4,200			4,150	4,200	8,350
Total - 0430 - Dedicated Stu Fees - S	21,500	22,000			21,500	22,000	43,500
Total - 0448 - Ind Cost Recoveries - S	200	200			200	200	400
Total - 0499 - Other Revenue - S	500	500			500	500	1,000
Total - 0541 - Contributions Grants - P/L	150	150			150	150	300
148 - HE - Dedicated Local - State	28,000	28,550			28,000	28,550	56,550
148 - HE - Dedicated Local - Private/Local	150	150			150	150	300
Total - 148 - HE - Dedicated Local	28,150	28,700			28,150	28,700	56,850
149 - Inst of HI ED-Operat							
Total - 0409 - Interest Income - S	275	275			275	275	550

State of Washington

Summarized Revenue by Account and Source

9/14/2016
8:45AM

Budget Period: 2017-19
Dollars in thousands
370 - Eastern Washington University
Agency Level
BR - 2017-19 Biennial Budget Request
Supporting Text Excluded

	Maintenance Level		Performance Level		Biennium Totals		Total
	FY2018	FY2019	FY2018	FY2019	FY2018	FY2019	
Total - 0424 - Tuition and Fees - S	62,142	63,385	62,142	63,385	62,142	63,385	125,527
149 - Inst of HI ED-Operat - State	62,417	63,660	62,417	63,660	62,417	63,660	126,077
Total - 149 - Inst of HI ED-Operat	62,417	63,660	62,417	63,660	62,417	63,660	126,077
370 - Eastern Washington University - State	93,517	95,310	93,517	95,310	93,517	95,310	188,827
370 - Eastern Washington University - Private/Loca	150	150	150	150	150	150	300
Total - 370 - Eastern Washington University	93,667	95,460	93,667	95,460	93,667	95,460	189,127

State of Washington
Request for Fees
2017-19 Biennium

AGENCY	Code 370	Title Eastern Washington University
--------	-------------	--

Agy #	Agency Name	Fee Code	Name of Fee	Is a bill required?	Z-Draft # (or Pending)	New, Increased, Continued?	Incremental Revenue Dollars in Thousands			Tied to Expenditure Change?	Fee Payer Position	Explanation of Change See Instructions	
							FY 2018	FY 2019	Other Funds				
							FY 2018	FY 2019	FY 2019				
370	Eastern Washington University	1100	Resident Undergraduate Tuition	No		Increase			760	775	Supports existing expenditures	EWU Trustees will establish tuition fees for students consistent with RCW28B.15.067.	Rate increases cover core instructional costs including faculty compensation increases to retain and recruit qualified faculty.
370	Eastern Washington University	1200	Non-Resident & Graduate Tuition	No		Increase		490	500	Supports existing expenditures	EWU Trustees will establish tuition fees for students consistent with RCW28B.15.067.	Rate increases cover core instructional costs including faculty compensation increases to retain and recruit qualified faculty.	
370	Eastern Washington University	1300	Summer Session Tuition	No		Increase			70	70	Supports existing expenditures	EWU Trustees will establish tuition fees for students after students and constituents provide feedback	Fees are set at an adequate rate to cover the costs associated with the program
370	Eastern Washington University	2300	Other Mandatory Fees	No		Increase		170	170	Supports existing expenditures	EWU Trustees will establish tuition fees for students after students and constituents provide feedback	EWU makes every effort to keep fees as low as possible while provide a high level of service	
370	Eastern Washington University	3100	Existing On-Campus Lab & Course Fees	No		Increase		30	30	Supports existing expenditures	Fees are recommended by Academic Affairs after evaluating program needs	Fees are set to cover reasonable program costs	
370	Eastern Washington University	3200	Off-Campus Lab & Course Fees	No		Increase		30	30	Supports existing expenditures	Fees are recommended by Academic Affairs after evaluating program needs	Fees are set to cover reasonable program costs	
370	Eastern Washington University	4100	Fee-Based Program/Degree Fees	No		Increase		10	10	Supports existing expenditures	Fees are recommended after evaluating program needs	EWU makes every effort to keep fees as low as possible while provide a high level of service	
370	Eastern Washington University	5100	Application Fees	No		Increase		10	10	Supports existing expenditures	Fees are recommended after evaluating program needs	EWU makes every effort to keep fees as low as possible while provide a high level of service	
370	Eastern Washington University	5200	All Other Administrative Fees	No		Increase		10	10	Supports existing expenditures	Fees are recommended after evaluating program needs	EWU makes every effort to keep fees as low as possible while provide a high level of service	

Additional Comments

	Code	Title
AGENCY	370	EASTERN WASHINGTON UNIVERSITY

2017-19 Federal Funding Estimates Summary

CFDA NO.*	Agency	Federal Fiscal Year	State Fiscal Year	State Match Amounts	State Match Source [001-1, XXX-1, etc.]
	Agency Total				
	FY 2016	24,107,830	24,107,830	93,335	
	FY 2017	24,661,363	24,661,363	90,789	
	FY 2018	24,934,188	24,934,188	90,789	
	FY 2019	24,863,665	24,863,665	90,789	
	Department of Commerce				
11.609	Measurement and Engineering Research and Standards				
	Activity #				
	FY 2016	37,740	37,740		
	FY 2017	66,278	66,278		
	FY 2018	66,278	66,278		
	FY 2019	66,278	66,278		
	Department of Commerce				
11.620	Science, Technology, Business and/or Education Outreach				
	Activity #				
	FY 2016	7,118	7,118		
	FY 2017	256	256		
	FY 2018	0			
	FY 2019	0			
	Department of Defense				
12.420	Military Medical Research and Development				
	Activity #				
	FY 2016	162,919	162,919		
	FY 2017	125,665	125,665		
	FY 2018	0	0		
	FY 2019	0	0		
	Department of the Interior Fish and Wildlife Service				
15.649	Service Training and Technical Assistance (Generic Training)				
	Activity #				
	FY 2016	4,186	4,186		
	FY 2017	0	0		
	FY 2018	0	0		
	FY 2019	0	0		

	Code	Title
AGENCY	370	EASTERN WASHINGTON UNIVERSITY

2017-19 Federal Funding Estimates Summary

CFDA NO.*	Agency	Federal Fiscal Year	State Fiscal Year	State Match Amounts	State Match Source [001-1, XXX-1, etc.]
15.808	Department of the Interior U.S. Geological Survey Geological Survey Research and Data Acquisition				
	Activity #				
	FY 2016	34,644	34,644		
	FY 2017	35,000	35,000		
	FY 2018	35,000	35,000		
	FY 2019	35,000	35,000		
17.600	Department of Labor Mine Health and Safety Grants				
	Activity #				
	FY 2016	140,389	140,389		
	FY 2017	133,536	133,536		
	FY 2018	133,536	133,536		
	FY 2019	133,536	133,536		
20.200	Department of Transportation Highway Research and Development Program				
	Activity #				
	FY 2016	286,963	286,963		
	FY 2017	290,000	290,000		
	FY 2018	290,000	290,000		
	FY 2019	290,000	290,000		
20.215	Department of Transportation Highway Training and Education				
	Activity #				
	FY 2016	0	0		
	FY 2017	0	0		
	FY 2018	0	0		
	FY 2019	0	0		
47.049	National Science Foundation Mathematical and Physical Sciences				
	Activity #				
	FY 2016	63,351	63,351		
	FY 2017	59,202	59,202		
	FY 2018	143,333	143,333		
	FY 2019	143,333	143,333		

	Code	Title
AGENCY	370	EASTERN WASHINGTON UNIVERSITY

2017-19 Federal Funding Estimates Summary

CFDA NO.*	Agency	Federal Fiscal Year	State Fiscal Year	State Match Amounts	State Match Source [001-1, XXX-1, etc.]
47.074	National Science Foundation				
	Biological Sciences				
	Activity #				
	FY 2016	13,454	13,454		
	FY 2017	0	0		
47.076	National Science Foundation				
	Education and Human Resources				
	Activity #				
	FY 2016	159,956	159,956		
	FY 2017	213,051	213,051		
84.007	Department of Education				
	Federal Supplemental Educational Opportunity Grant				
	Activity #				
	FY 2016	443,914	443,914		
	FY 2017	443,914	443,914		
84.033	Department of Education				
	Federal Work-Study Program				
	Activity #				
	FY 2016	496,640	496,640		
	FY 2017	506,023	506,023		
84.042	Department of Education				
	Trio_Student Support Services				
	Activity #				
	FY 2016	73,079	73,079		
	FY 2017	0	0		
	FY 2018	0	0		
	FY 2019	0	0		

	Code	Title
AGENCY	370	EASTERN WASHINGTON UNIVERSITY

2017-19 Federal Funding Estimates Summary

CFDA NO.*	Agency	Federal Fiscal Year	State Fiscal Year	State Match Amounts	State Match Source [001-1, XXX-1, etc.]
84.063	Department of Education Federal Pell Grant Program				
	Activity #				
	FY 2016	19,479,148	19,479,148		
	FY 2017	19,479,148	19,479,148		
	FY 2018	19,479,148	19,479,148		
	FY 2019	19,479,148	19,479,148		
84.149	Department of Education Migrant Education -College Assistance Migrant Program				
	Activity #				
	FY 2016	441,285	441,285	44,300	
	FY 2017	484,904	484,904	41,754	
	FY 2018	425,000	425,000	41,754	
	FY 2019	425,000	425,000	41,754	
84.217	Department of Education TRIO - McNair Post-Baccalaureate Achievement				
	Activity #				
	FY 2016	258,259	258,259	49,035	
	FY 2017	257,885	257,885	49,035	
	FY 2018	252,000	252,000	49,035	
	FY 2019	252,000	252,000	49,035	
84.365	Department of Education English Language Acquisition State Grants				
	Activity #				
	FY 2016	0	0	0	
	FY 2017	538,706	538,706	0	
	FY 2018	538,706	538,706	0	
	FY 2019	538,706	538,706	0	
93.113	Department of Health & Human Services Environmental Health				
	Activity #				
	FY 2016	0		0	
	FY 2017	0		0	
	FY 2018	127,654	127,654	0	
	FY 2019	127,654	127,654	0	

	Code	Title
AGENCY	370	EASTERN WASHINGTON UNIVERSITY

2017-19 Federal Funding Estimates Summary

CFDA NO.*	Agency	Federal Fiscal Year	State Fiscal Year	State Match Amounts	State Match Source [001-1, XXX-1, etc.]
93.600	Department of Health & Human Services Head Start Activity #				
	FY 2016	1,886,886	1,886,886	0	
	FY 2017	1,920,022	1,920,022	0	
	FY 2018	1,920,022	1,920,022	0	
	FY 2019	1,920,022	1,920,022	0	
93.859	Department of Health & Human Services Pharmacology Physiology and Biological Chemistry Activity #				
	FY 2016	117,898	117,898	0	
	FY 2017	107,773	107,773	0	
	FY 2018	70,523	70,523	0	
	FY 2019	0	0	0	

* Catalog of Federal Domestic Assistance

Updated June 2016

	Code	Title
AGENCY	370	Eastern Washington University

NON-BUDGETED LOCAL FUND SUMMARY

DATE

FUND CODE	FUND NAME	7/1/15 FUND BALANCE*	6/30/17 ESTIMATED FUND BALANCE	2017-19 ESTIMATED REVENUES	2017-19 ESTIMATED EXPENDITURE	6/30/19 ESTIMATED FUND BALANCE
145	Grants and Contracts Fund	1,214,467	500,000	12,555,000	12,555,000	500,000
148	Dedicated Local Fund	41,747,397	35,000,000	86,848,000	91,450,000	30,398,000
149	Operating Fee Account Fund	42,703,828	37,000,000	244,584,000	245,570,000	36,014,000
448	Printing	(737,386)	(737,386)	737,386	-	-
450	Other Facilities Acct	945,234	940,000	6,024,000	5,988,000	976,000
460	Motor Pool Fund	(83,882)	(75,000)	1,106,000	1,126,000	(95,000)
522	Associated Students Fund	12,337,596	12,000,000	28,591,000	30,701,000	9,890,000
524	Bookstore Fund	1,887,752	1,200,000	12,518,000	13,110,000	608,000
528	Parking Activities Fund	576,936	500,000	1,956,000	1,865,000	591,000
570	Other Enterprise Funds	73,369	75,000	426,000	466,000	35,000
573	Housing & Dining Fund	29,382,753	30,500,000	57,451,000	44,591,000	43,360,000
846	Scholarships & Fellowships Fund	25,938	25,000	43,175,000	43,950,000	(750,000)
849	Student Loan Fund	704,397	5,200,000	270,000	270,000	5,200,000
859	Endowment Fund	4,654,958	9,900,000	-	-	9,900,000
860	Financial Aid Acct	3,419,153	3,400,000	3,460,000	3,750,000	3,110,000

* This column must agree with the 6/30/15 CAFR balance.

Fund Balance as seen above represents Net Position which **does not represent cash**. This balance includes capital assets net of related debt, expendable, nonexpendable and unrestricted net assets.

LOCAL FUND SUMMARIES

Below is a list of the nonbudgeted local funds at Eastern Washington University with a brief description of each. Included in this list is the budgeted but nonappropriated General Local Fund and excluded are the agency funds. This list is followed by a (B10) Local Fund Summary.

GRANTS AND CONTRACTS FUND (145)

This special revenue fund is used to account for research projects, training programs, training and instructional institutes, and similar activities for which financial support is received under the conditions of agreements with various federal, state, local governmental, and private agencies. Authority: RCW 43.88.195.

DEDICATED LOCAL FUND (148)

This special revenue fund is used to account for dedicated and self-sustaining activities, such as distance and extended learning, summer quarter, special fees collected to recover specific expenditures, and administrative allowances on federal and state financial aid programs. Authority: RCW 43.88.195.

GENERAL LOCAL FUND (149)

This special revenue fund is used to account for local revenue and expenditures which contribute to the support of state-appropriated programs. Revenues are received primarily from operating tuition fees and investment earnings. Authority: RCW 43.88.195.

PRINTING FUND (448)

This internal service fund is used to provide centralized duplicating, printing and typesetting services to campus operations. Funds are generated through interdepartmental recharges. Authority: RCW 43.78.030/43.88.195.

OTHER FACILITIES FUND (450)

This internal service fund is used to account for the cost of providing centralized facilities planning and construction activities which are subsequently billed to campus operations or appropriate capital projects. Funds are generated through interdepartmental recharges. Authority: RCW 43.88.195.

MOTOR POOL FUND (460)

This internal service fund is designated to provide centralized transportation services to campus operations. Funds are generated through interdepartmental recharges. Authority: RCW 43.88.195.

ASSOCIATED STUDENTS FUND (522)

This business enterprise fund is used to account for ASEWU student government, intercollegiate athletics, clubs and organizations, Pence Union Building operations, and other student-supported activities. Revenues are generated from services and activities fees and special student events such as movies, dances, concerts, newspaper advertising, athletic events, and investments. A substantial portion of revenue is dedicated to the retirement of outstanding bonds which were issued for the construction and equipment of the student union building and the student recreation center. Authority: RCW43.88.195.

BOOKSTORE FUND (524)

This business enterprise fund is designed to handle the operations of the centralized university bookstore. Revenues are from the sale of books, supplies, clothing and equipment to students, faculty, and staff. Authority: RCW 43.88.195.

PARKING ACTIVITIES FUND (528)

This business enterprise fund is used to account for the operations of the university's parking services. It includes the revenue from parking permits and fines, and expenditures for parking facilities. Authority: RCW 43.88.195.

OTHER ENTERPRISES FUND (570)

This business enterprise fund is used to account for the operations of the university's Recreation Center. It includes the revenue from recreation center passess, rentals and services, and expenditures for the recreation center facility. Authority: RCW 43.88.195.

HOUSING AND DINING FUND (573)

This business enterprise fund is used to identify revenues, expenditures, transfers, and debt service payments associated with the university dormitory and dining operations. Income is derived from campus dormitories and apartments, married student housing, and various food service operations. Excess revenues, after mandatory transfers for bond and mortgage obligations, are available for capital improvements to the operations. Authority: RCW 43.88.195.

SCHOLARSHIPS AND FELLOWSHIPS FUND (846)

This fund accounts for established scholarships and fellowships. The income to the fund consists of private gifts, and federal and state grants. The terms of each gift providing scholarships and fellowships are stringently observed. Authorized: RCW 43.88.195.

STUDENT LOAN FUND (849)

This fund accounts for loans to qualified students under the policies established by the sponsoring agency. Revenues and receipts come from interest collected on the loans and additions to the loan fund balances from federal sources, private sources, and gifts. Authorized: RCW 43.88.195.

ENDOWMENT FUND (859)

This fund accounts for the assets received by the institution to be held in trust according to the terms of the endowment agreements, whereby the principal usually remains intact and the earnings are utilized for institutional activities in accordance with terms of respective endowments. Authorized: RCW 43.88.195.

LONG-TERM LOAN FUND (860)

A minimum of 3.5% of revenues collected from tuition and services and activities fees shall be deposited in an institutional financial aid fund. This fund is used to make short term loans and provide financial aid to needy students. Authorized: RCW 28B.15.820.

Central Service Fund Splits

370-Eastern Washington University 

Save/Update

All Columns by Agency must equal 100%

Agency	Program	Subprogram (only used for DSHS in Program 030 and 040)	Account and Approp Title	Auditor	AttGen	OAH	Facilities & Services Only	CTS	Debt Services	Workers' Comp	All Other Services
Percent Totals (only applies when one agency chosen)											
370-Eastern Washington University			001-1 General Fund-State	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
370-Eastern Washington University			149-6 Inst of HI Ed-Operating Fees Acct-Non-Appr	38.00%	38.00%	38.00%	38.00%	38.00%	38.00%	38.00%	38.00%
370-Eastern Washington University				62.00%	62.00%	62.00%	62.00%	62.00%	62.00%	62.00%	62.00%

Attachment A-1
Locally-Authorized Salary Increases

Estimated Cumulative Value
Of Locally-Authorized Salary Increases
Initially Reported As GF-S or Operating Fee Expenditures on CIM
(Dollars in Thousands)

Institution: 370 - Eastern Washington University

	Non-Represented Employees	Represented (Collectively-Bargained) Employees		
		WFSE	PSE	UFE
FY 14	\$595	\$0	\$0	\$2,500
FY 15	\$725	\$0	\$0	\$830
FY 16	\$0	\$0	\$0	\$1,000
TOTAL	\$1,320	\$0	\$0	\$4,330

Please report only the estimated cumulative value of (a) the locally-authorized amounts in excess of the standard state-funded salary increases in the biennial budget; that (b) were reported as a GF-S or 149-6 cost on your institution's most recent CIM submission.

ATTACHMENT A-2

Non-Faculty Collective Bargaining Agreement Impact Template

Please provide this information for each negotiated compensation adjustment, other than those negotiated by the OFM Labor Relations Office.

This information should be provided in addition to the cost summary by fiscal year and by fund described in the special higher education budget instructions.

Agency 370 -Eastern Washington University

Bargaining Unit Title Washington Federation of State Employees

Bargaining Unit Code

For EACH Increase:

Increase Amount - %	or	Increase Amount - \$ Amount	Effective Date	End Date (if Any)
2%			7/1/2017	
2%			7/1/2018	
2%			1/1/2019	

Describe increase:

General Salary Adjustment

In addition to the above information, provide additional information for certain types of increases:

For Increases to Specific Job Classes:

Job Class Code	Job Class Title
678I	Custodian 1
675G	Food Service Worker Lead
591J	Gounds & Nursey Services Specialist 2
678H	Maintenance Custodian
100H	Office Assistant 1
100I	Office Assistant 2

OR

For longevity pay (increase after certain years of service), seniority pay (increase after certain years in job class), additional leave time
Additional Leave Time for all classified positions

Year	Additional Leave	Employee ID Number	Employee Name
Years 7-9	12 Hours		
Year 10	8 Hours		

OR

For assignment pay, special skills pay, shift differentials, locality or geographic pay:

Job Class Code	Job Class Title	Employee ID Number	Employee Name	Expected Number of Hours per Year

Call back pay increased from 2 to 3 hours for applicable classes

**ATTACHMENT A-2
Non-Faculty Collective Bargaining Agreement Impact Template**

Please provide this information for each negotiated compensation adjustment, other than those negotiated by the OFM Labor Relations Office.

This information should be provided in addition to the cost summary by fiscal year and by fund described in the special higher education budget instructions.

Agency 370 -Eastern Washington University

Bargaining Unit Title Public School Employees of Washington

Bargaining Unit Code

For EACH Increase:

Increase Amount - %	or	Increase Amount - \$ Amount	Effective Date	End Date (if Any)
1.75%		1/1/2017		

Describe increase:

General Salary Adjustment

In addition to the above information, provide additional information for certain types of increases:

For Increases to Specific Job Classes:
(add rows as needed)

Job Class Code	Job Class Title

OR

For longevity pay (increase after certain years of service), seniority pay (increase after certain years in job class), additional leave time
(add rows as needed)

Job Class Code	Job Class Title	Employee ID Number	Employee Name

OR

For assignment pay, special skills pay, shift differentials, locality or geographic pay:

(add rows as needed)

Job Class Code	Job Class Title	Employee ID Number	Employee Name	Expected Number of Hours per Year

ATTACHMENT A-3**Faculty Collective Bargaining Agreement Summary Template**

Please provide this information for the most recent agreement and the preceding agreement.

	FY 2014	FY 2015	FY 2016	FY 2017
All-Fund Salary Base	34,264,000	37,004,000	40,350,000	41,035,000
Across-the-board increase (State+149) *	2,750,000	1,800,000	1,005,000	600,000
Across-the-board increase (other funds)	70,000	60,000	20,000	50,000
Longevity Increase (State+149)				
Longevity Increase (other funds)				
Assignment Pay; Dean/Chair Stipends (State+149)	137,000	137,000	140,000	140,000
Assignment/stipends (other funds)				

* September 16, 20XX annual increase for faculty

Attachment B-1
State-Supported Tuition Waivers by Purpose

Institution: 370 - EASTERN WASHINGTON UNIVERSITY

Purpose for Granting The Waiver	RCW	FY 2015				FY 2016			
		Residents		Non-Residents		Residents		Non-Residents	
		Headcount	\$ (actuals)	Headcount	\$ (actuals)	Headcount	\$ (actuals)	Headcount	\$ (actuals)
UNDERGRADUATE STUDENTS									
Adult Basic Ed/ESL	RCW28B.15.740(2)	0	\$0	0	\$0	0	\$0	0	\$0
Veteran	RCW28B.15.621	107	\$468,448	0	\$0	112	\$511,430	0	\$0
Gender Equity	RCW28B.15.740(2)	67	\$382,610	40	\$412,089	53	\$299,108	42	\$471,274
Over 18 Credits	NA	0	\$0	0	\$0	0	\$0	0	\$0
Merit	RCW28B.15.740 (1)	440	\$1,303,044	37	\$107,949	410	\$1,222,007	21	\$67,656
Financial Need	RCW28B.15.740 (1)	207	\$656,539	0	\$0	0	\$0	0	\$0
Reciprocity Agreement	RCW28B.15.556	0	\$0	0	\$0	0	\$0	0	\$0
WUE	RCW28B.70.050	0	\$0	246	\$2,387,783	0	\$0	223	\$2,387,783
Other	RCW28B.15.380(2)	3	\$22,116	0	\$0	2	\$14,104	0	\$0
Subtotal State-Support		824	\$2,832,757	323	\$2,907,821	577	\$2,046,649	286	\$2,926,713
GRADUATE STUDENTS									
Gender Equity	RCW28B.15.740(2)	0	\$0	0	\$0	2	\$19,386	1	\$21,458
Graduate Student Asst.	RCW28B.15.615	114	\$1,116,064	28	\$535,808	135	\$1,271,743	26	\$539,192
Veteran	RCW28B.15.621	0	\$0	0	\$0	0	\$0	0	\$0
WWAMI	NA	0	\$0	0	\$0	0	\$0	0	\$0
Merit	RCW28B.15.740 (1)	0	\$0	0	\$0	5	\$16,000	2	\$6,000
Reciprocity	RCW28B.15.556	0	\$0	0	\$0	0	\$0	0	\$0
Financial Need	RCW28B.15.740 (1)	23	\$223,615	0	\$0	22	\$213,296	0	\$0
WICHE	RCW28B.15.621	0	\$0	20	\$269,550	0	\$0	22	\$297,701
Other	RCW28B.15.740(2)	0	\$0	0	\$0	0	\$0	0	\$0
Subtotal State-Support		137	\$1,339,679	48	\$805,358	164	\$1,520,425	51	\$864,351
TOTAL STATE SUPPORT		961	\$4,172,436	371	\$3,713,179	741	\$3,567,074	337	\$3,791,064

Attachment B-2

Non-State-Supported Tuition Waivers by Purpose

Institution: 370 -EASTERN WASHINGTON UNIVERSITY

Purpose for Granting The Waiver	RCW	FY 2015				FY 2016			
		Residents		Non-Residents		Residents		Non-Residents	
		Headcount	\$ (actuals)	Headcount	\$ (actuals)	Headcount	\$ (actuals)	Headcount	\$ (actuals)
UNDERGRADUATE STUDENTS									
Special Talent I	RCW28B.15.915	0	\$0	13	\$116,640	0	\$0	13	\$132,497
Special Talent II	RCW28B.15.915	0	\$0	4	\$35,640	0	\$0	18	\$71,047
Special Relief Waiver	RCW28B.15.915	7	\$8,841	0	\$0	1	\$1,500	0	\$0
Veteran Spouse/Dep	RCW28B.15.621	61	\$74,502	0	\$0	71	\$100,962	0	\$0
Washington D.C. Internship	RCW28B.15.915	0	\$0	0	\$0	0	\$0	0	\$0
Merit Scholarships	RCW28B.15.915	1010	\$2,132,014	0	\$0	808	\$1,801,719	20	\$45,834
WUE Renewals	RCW28B.15.915	0	\$0	237	\$1,898,439	0	\$0	244	\$2,333,903
China Waiver	RCW28B.15.915	0	\$0	24	\$144,015	0	\$0	25	\$166,086
Subtotal Non State-Support		1078	\$2,215,357	278	\$2,194,734	880	\$1,904,181	320	\$2,749,367
GRADUATE STUDENTS									
Graduate Discount (NRTS)	RCW28B.15.915	0	\$0	54	\$451,195	0	\$0	65	\$570,952
Merit Scholarships	RCW28B.15.915	0	\$0	0	\$0	58	\$104,173	7	\$11,334
Subtotal Non State-Support		0	\$0	54	\$451,195	58	\$104,173	72	\$582,286
TOTAL NON STATE SUPPORT		1078	\$2,215,357	332	\$2,645,929	938	\$2,008,354	392	\$3,331,653

**Attachment B-3
Financial Aid from Non-State Sources**

Institution: 370 -EASTERN WASHINGTON UNIVERSITY

	FY 2014		FY 2015		FY 2016	
	Headcount	\$ (actuals)	Headcount	\$ (actuals)	Headcount	\$ (actuals)
Federal Grants	4891	\$20,440,196	4965	\$20,772,371	4744	\$19,807,805
Federal Student Loans (Stafford)	7486	\$57,822,731	7567	\$55,511,176	7035	\$52,780,540
Federal PLUS Loans (Parent and Graduate)	1110	\$10,285,280	1376	\$10,886,712	1231	\$11,422,157
Private Grants*	444	\$828,767	579	\$882,810	542	\$1,063,864
Private Loans	453	\$4,423,919	448	\$4,634,795	464	\$4,792,116
Three and One Half or Four Percent Set Aside**	1032	\$2,840,896	1081	\$3,085,596	1047	\$3,058,244
Other						

* Private Grants: Grants or loans funded with contributions, endowment funds, foundation resources, or other private sources under the institution's control excluding funds from RCW 28B.15.067(1), (9) and (10).

** RCW 28B.15.031 requires a minimum of four percent of operating fees be retained by four-year institutions of higher education and a minimum of three and one-half percent of operating fees be retained by the community and technical colleges for the purposes of RCW 28B.15.820.

Attachment B-4

**Cumulative Undergraduate Student
Loan Debt at Graduation**

Institution: 370 -EASTERN WASHINGTON UNIVERSITY

Academic Year	Total Students Receiving Bachelor's Degree	Number Receiving Bachelor's Degree with Loan Debt*	Percentage of those receiving Bachelor's Degrees Who Have Loan Debt*	Mean Loan Debt* at Graduation	Median Loan Debt* at Graduation	Total Loan Debt* for All Students
2010-11	1927	991	51.4%	\$ 19,297	\$ 17,935	\$ 19,122,863
2011-12	1964	1086	55.3%	\$ 21,185	\$ 20,768	\$ 23,007,415
2012-13	2068	1165	56.3%	\$ 21,686	\$ 20,891	\$ 25,264,172
2013-14	2063	1188	57.6%	\$ 23,171	\$ 22,429	\$ 27,526,692
2014-15	2207	1240	56.2%	\$ 23,748	\$ 23,094	\$ 29,447,626
2015-16	2190	1231	56.2%	\$ 25,833	\$ 24,291	\$ 31,800,503

*Loan debt from Federal, State or Private loans received while attending this institution.

Attachment C-1
2017-19 New State-Supported Enrollment Request
Four-Year Institutions - Main Campus

Institution: 370 - Eastern Washington University

		Funding per Student	
Per Student Funding Requested	2016-17	2017-18	
Student FTE Served	226	452	
General Fund State	4,600	4,600	
*Operating Fees	4,200	4,200	
Per Student Funding State & Op Fee	<u>8,800</u>	<u>8,800</u>	
* Operating fees based on FY17 rate less			
FY2016-17 Resident Undergraduate Operating Fee		5,192	
less 15.744% Waivers		(820)	
less 4.0% Institutional Aid		(210)	
Net Operating Fee per student		<u>4,162</u>	
Net Operating Fee Rounded		4,200	

Main Campus

	2017-18						2018-19						
	Student FTEs	Staff FTEs	One-Time Startup \$	Ongoing Enrollment Costs			Student FTEs	Staff FTEs	One-Time Startup \$	Ongoing Enrollment Costs			
				Total \$	State \$	Total \$ per FTE**				Total \$	State \$	Total \$ per FTE**	
Lower Division by Discipline*													
STEM	100	21	0	880,000	460,000	8,800	200	41.3	0	1,760,000	920,000	8,800	
Teaching	100	21	0	880,000	460,000	8,800	200	40	0	1,760,000	920,000	8,800	
Upper Division by Discipline*													
STEM	26	8	0	228,800	119,600	8,800	52	16	0	457,600	239,200	8,800	
Graduate by Discipline*													
Professional by Discipline*													
Total													

* Identify disciplines targeted for expansion as specifically as possible, particularly for proposed enrollments at upper division or higher.

** Fully explain the basis for proposed cost per FTE enrollment, by discipline, in the "Expenditure and Revenue Calculations and Assumptions" section of decision packages.

ELECTRONIC SUBMITTAL CONFIRMATION FORM

Agency Number: 370

Agency Name: Eastern Washington University

Agencies are required to provide electronic access to each decision package in their budget request as part of the submittal process. Confirm Option 1 or 2 below:

Option 1:

This agency posts all decision packages for our 2017-19 budget request to our public facing website at the following URL:

URL: <https://access.ewu.edu/budget-services/resources-and-archives/operating-and-capital-budgets>

Option 2:

This agency does not post decision packages and has forwarded copies via e-mail to OFM.Budget@ofm.wa.gov.

These decision packages conform to our agency's ADA accessibility compliance standards.

Agency Contact: Alexandra Rosebrook

Contact Phone: (509) 359-7364

Contact E-mail: arosebrook@ewu.edu

Date: 9/14/16

Washington Federation of State Employees

Agency: Eastern Washington University

Decision Package Code/Title: Washington Federation of State Employees Agreement

Budget Period: 2017-19

Agency Recommendation Summary

Eastern Washington University and the Washington Federation of State Employees have come to a tentative agreement, which is expected to be approved by the Board of Trustees on September 30, 2016 for the period July 1, 2017 through June 30, 2019. The provisions of this agreement apply to all classified employees at Eastern. The agreement includes compensation increases and an increase in vacation leave.

Fiscal Summary

Washington Federation of State Employees Total 2017 Salary Base \$45,980,000								
Fund Source	001-1		145-6		148-6		149-6	
	FY18	FY19	FY18	FY19	FY18	FY19	FY18	FY19
2% Gen. Increase - July 2017	225,000	225,000	8,000	8,000	111,000	111,000	252,000	252,000
2% Gen Increase - July 2018		230,000		8,000		113,000		257,000
2% Gen Increase - Jan 2019		117,000		4,000		58,000		131,000
\$100 Signing Bonus - July 2017	19,000		1,000		9,000		20,000	
Vacation Time	5,000	8,000	1,000	1,000	2,000	2,000	5,000	9,000
Totals	249,000	580,000	10,000	21,000	122,000	284,000	277,000	649,000

Summary of Contract Provisions

- Employees who are employed with the University on July 1, 2017 receive a \$100 signing payment.
- Effective July 1, 2017 all salary ranges receive a 2% increase.
- Effective July 1, 2018 all salary ranges receive a 2% increase
- Effective January 1, 2019 all salary ranges receive a 2% increase
- Vacation monthly accrual increased for years 7, 8, 9 to 11 hours per month and year 10 to 11 hours 20 minutes per month.

Salary Range Adjustments

678I Custodian 1
675G Food Service Worker Lead
591J Grounds Nursery Spec 2
678H Maintenance Custodian
100H Office Assistant 1
100I Office Assistant 2

Expenditure calculation & assumptions:

Classified incremental benefits are estimated at 19.2%. The fund split used to allocate between 001-1 General Fund and 149-6 Inst of HI ED-Operating Fee Acct are 47.2% - 001 and 52.8% 149.

For additional information contact Alexandra Rosebrook, Director of Budget Services (509) 359-7364 or arosebrook@ewu.edu.

ATTACHMENT A-2

Non-Faculty Collective Bargaining Agreement Impact Template

Please provide this information for each negotiated compensation adjustment, other than those negotiated by the OFM Labor Relations Office.

This information should be provided in addition to the cost summary by fiscal year and by fund described in the special higher education budget instructions.

Agency 370 -Eastern Washington University

Bargaining Unit Title Washington Federation of State Employees

Bargaining Unit Code

For EACH Increase:

Increase Amount - %	or	Increase Amount - \$ Amount	Effective Date	End Date (if Any)
2%			7/1/2017	
2%			7/1/2018	
2%			1/1/2019	

Describe increase:

General Salary Adjustment

In addition to the above information, provide additional information for certain types of increases:

For Increases to Specific Job Classes:

Job Class Code	Job Class Title
678I	Custodian 1
675G	Food Service Worker Lead
591J	Gounds & Nursey Services Specialist 2
678H	Maintenance Custodian
100H	Office Assistant 1
100I	Office Assistant 2

OR

For longevity pay (increase after certain years of service), seniority pay (increase after certain years in job class), additional leave time
Additional Leave Time for all classified positions

Year	Additional Leave	Employee ID Number	Employee Name
Years 7-9	12 Hours		
Year 10	8 Hours		

OR

For assignment pay, special skills pay, shift differentials, locality or geographic pay:

Job Class Code	Job Class Title	Employee ID Number	Employee Name	Expected Number of Hours per Year

Call back pay increased from 2 to 3 hours for applicable classes

AGREEMENT BETWEEN
EASTERN WASHINGTON UNIVERSITY
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES,
COUNCIL NO. 28 OF THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

BARGAINING UNITS 1 & 2

JULY 1, 2017 TO JUNE 30, 2019

TABLE OF CONTENTS

	<u>Page</u>
TABLE OF CONTENTS.....	i
ARTICLE 1 – PREAMBLE	4
ARTICLE 2 – RECOGNITION	4
ARTICLE 3 – SCOPE OF AGREEMENT.....	4
ARTICLE 4 – CONTRACTING	5
ARTICLE 5 – UNION MEMBERSHIP AND DUES.....	5
ARTICLE 6 – EMPLOYEE RIGHTS	7
ARTICLE 7 – POLYGRAPH TESTING	8
ARTICLE 8 – MANAGEMENT RIGHTS	8
ARTICLE 9 – NONDISCRIMINATION AND AFFIRMATIVE ACTION	8
ARTICLE 10 – REASONABLE ACCOMMODATION AND DISABILITY SEPARATION	9
ARTICLE 11 – SAFETY, HEALTH AND UNIFORMS	9
ARTICLE 12 – DRUG AND ALCOHOL FREE WORKPLACE.....	12
ARTICLE 13 – STAFFING.....	12
ARTICLE 14 – CONFIDENTIALITY.....	13
ARTICLE 15 – PERSONNEL FILES	13
ARTICLE 16 – EMPLOYEE STATUS REPORTS.....	15
ARTICLE 17 – POSITIONS	16
ARTICLE 18 – CLASSIFICATION	17
ARTICLE 19 – COMPENSATION	18
ARTICLE 20 – HOURS OF WORK AND OVERTIME.....	21
ARTICLE 21 – HEALTH INSURANCE.....	25

ARTICLE 22 – VEBA26

ARTICLE 23 – TRAVEL.....26

ARTICLE 24 – LICENSURE AND CERTIFICATION26

ARTICLE 25 – EMPLOYEE DEVELOPMENT AND TRAINING26

ARTICLE 26 – COMMUTE TRIP REDUCTION AND PARKING27

ARTICLE 27 – CHILDCARE.....27

ARTICLE 28 – HOLIDAYS27

ARTICLE 29 – VACATION29

ARTICLE 30 – SICK LEAVE.....32

ARTICLE 31 – SHARED LEAVE.....34

ARTICLE 32 – ADDITIONAL REASONS FOR LEAVE.....36

ARTICLE 33 – LEAVE OF ABSENCE38

ARTICLE 34 – OPEN POSITIONS39

ARTICLE 35 – PROBATION AND TRIAL SERVICE.....40

ARTICLE 36 – PERFORMANCE EVALUATIONS41

ARTICLE 37 – CORRECTIVE ACTION AND DISCIPLINE42

ARTICLE 38 – REDUCTION IN FORCE.....44

ARTICLE 39 – SENIORITY47

ARTICLE 40 – GRIEVANCE PROCEDURE.....48

ARTICLE 41 – UNION ACTIVITIES52

ARTICLE 42 – UNION-MANAGEMENT COMMUNICATION COMMITTEE54

ARTICLE 43 – PRINTING AND POSTING OF AGREEMENT55

ARTICLE 44 – NO STRIKE56

ARTICLE 45 – SAVINGS CLAUSE56

ARTICLE 46 – WORKPLACE BEHAVIOR57
ARTICLE 47 – FITNESS FOR DUTY57
ARTICLE 48 – TERM OF AGREEMENT58
APPENDIX A – REPRESENTED TEMPORARY EMPLOYEES60
APPENDIX B – JULY 1, 201762
APPENDIX C – JULY 1, 201863
APPENDIX D – JANUARY 1, 201964
APPENDIX E – POLICE PAY65

ARTICLE 1 – PREAMBLE

This Agreement is entered into between the Board of Trustees of Eastern Washington University (the “University”) and the Washington Federation of State Employees, Council 28 of the American Federation of State, County and Municipal Employees, AFL-CIO (the “Union”). Both parties agree as follows:

ARTICLE 2 – RECOGNITION

- 2.1 Union Representation. The University recognizes the Union as the exclusive bargaining representative in the bargaining units defined below.
- 2.1.1 Bargaining Unit 1, including those non-supervisory employees covered by RCW 41.06 and those Represented Temporary Employees (as defined in Appendix A). Bargaining Unit 1 excludes supervisory and confidential employees as defined by RCW 41.80; administrative exempt employees; faculty; students; and temporary employees who are not Represented Temporary Employees.
- 2.1.2 Bargaining Unit 2, including those employees who are supervisors as defined by RCW 41.80.005(13) and who are covered by RCW 41.06, or are Represented Temporary Employees (as defined in Appendix A). Bargaining Unit 2 excludes confidential employees as defined by RCW 41.80; administrative exempt employees; faculty; students; and temporary employees who are not Represented Temporary Employees.

ARTICLE 3 – SCOPE OF AGREEMENT

- 3.1 Preemption of Civil Service Rules. This Agreement supersedes all Civil Service Rules, including the provisions of WAC 251 and 357, not expressly incorporated by reference in this Agreement.
- 3.2 Application of University Policies. This Agreement supersedes specific provisions of University policy with which it conflicts. Absent such a conflict, employees will be subject to all University policies. The University will provide the Union with notice and an opportunity to provide input into any proposed policy change during the term of this Agreement that affects employee working conditions.
- 3.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and it supersedes any prior written or oral agreements between the parties. Any past practice existing prior to July 1, 2005, whether written or oral, is null and void, unless specifically preserved in this Agreement.
- 3.4 Bargaining Over Mandatory Subjects.
- 3.4.1 Except as provided in this Agreement or by applicable law, the University will satisfy its collective bargaining obligation before

changing a matter that is a mandatory subject. The University will notify the Executive Director of the Union, with a copy to the Chief Union Steward, of the proposed changes and the Union may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. In the event the Union does not request discussions and/or negotiations within fourteen (14) calendar days, the University may implement the changes without further discussions and/or negotiations; provided that the Union may request an extension of the timeline in this section which will not be unreasonably denied. There may be emergency or mandated conditions that are outside of the University's control requiring immediate implementation, in which case the University will notify the Union as soon as possible.

3.4.2 The parties will agree to the location and time for the discussions and/or negotiations. When possible, the parties will meet within twenty-one (21) calendar days of the date of the Union's request for discussions or negotiations. Prior to meeting, the parties will agree upon an agenda which will include an identification of the issues and/or impacts the Union is requesting to discuss and/or negotiate. Each party is responsible for choosing its own representatives for these activities.

3.5 Headings. Headings and subheadings in this Agreement are included for ease of reference only. They do not provide full notice of the terms of any portion of this Agreement.

ARTICLE 4 – CONTRACTING

4.1 Contracting for Services. The University may contract for services customarily and historically performed by employees as permitted by RCW 41.06.142, and as authorized by applicable law existing prior to July 1, 2005; provided that the University agrees that it will not contract for services under the provisions of RCW 41.06.142 prior to July 1, 2009.

ARTICLE 5 – UNION MEMBERSHIP AND DUES

5.1 Union Membership.

5.1.1 Agency Shop. Subject to the provisions of this Article, employees who are members of the Union as of the effective date of this Agreement will remain members in good standing for the term of the Agreement. Any employee who, as of the effective date of this Agreement is not a member of the Union, and any employee hired after the effective date of this Agreement will, within thirty (30) days become and remain a member of the Union. In the event any employee wishes to withdraw from the Union, or does not wish to become a member of the Union, the employee will have the right to decline membership in the Union under the following circumstances:

- (a) In accordance with RCW 41.80.100, an employee who asserts a right of non-association based on bona fide religious tenets or the teachings of a religious body of which the employee is a member will pay to the Union an amount of money equal to regular dues, which the Union will either use for purposes that are in harmony with the employee's individual conscience or provide to a nonreligious charity.
- (b) If an Employee for reasons other than religious belief does not wish to be a member of the Union, that employee will proportionately and fairly share in the cost of the collective bargaining process by paying to the Union a representation fee. The representation fee will be fixed at the amount of dues and initiation fees uniformly required of each member of the bargaining unit to defray the cost of services rendered by the Union in negotiating and administering this Agreement as provided by RCW 41.80.100(1).

5.1.2 Compliance. In the event an employee fails to meet the requirements set forth in Section 5.1.1, the Union will give the University a reminder of this fact, with a copy to the employee. The employee will comply within thirty (30) days of receipt of such reminder.

5.2 Union Dues and Fees.

5.2.1 The University will make deductions each pay period from the pay of employees for regular Union dues, representation fees and initiation fees, as identified by the Union; provided the Union provides to the University a written authorization from the employee for such deductions. The Union will notify the University at least thirty (30) days in advance of any changes in its fees.

5.2.2 The University will remit a payment for all representation fees to the Union at the Union's Official Headquarters at the end of each pay period. Accompanying the remittance will be a listing of the names, unique employee identification numbers, membership status, total wages for the time period, and the amount remitted for all employees from whom deductions were made.

5.3 Indemnification and Hold Harmless. The Union agrees to indemnify and save 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 such action. The University will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this article. If requested by the Union in writing, the University will surrender

any such claim, demand, suit or other form of liability to the Union for defense and resolution.

ARTICLE 6 – EMPLOYEE RIGHTS

- 6.1 Liability Protection. Whenever an action or proceeding for damages is filed against any Bargaining Unit employee arising from his/her act or omission while performing his/her official duties, such employee(s) may request that the Attorney General defend the action or proceeding at the expense of the state. If the Attorney General determines that the employee was acting in good faith and within the course of his or her official duties, the Attorney General will defend the employee. If the body presiding over the action determines that the employee was acting within the scope of his or her official duties and enters a judgment against the employee, the judgment will be satisfied by the state.
- 6.2 Off-Duty Activities. The off-duty activities of employees will not be cause for disciplinary action unless said activities are a conflict of interest as set forth in RCW 42.52 or are directly detrimental to the employee's work performance. Employees must promptly report to their supervisors any legal restrictions that affect their ability to perform their job duties.
- 6.3 Use of Internet. Where an employee's workstation has Internet access, the University will allow the employee to use the Internet for personal business during meal periods or breaks in accordance with applicable law and University policy.
- 6.4 No Retaliation. Employees will not suffer retaliation or other adverse job action for making a good faith report of harassment, discrimination, or workplace violence. Where the University determines that such a complaint has merit, it will consider the employee's desires in determining appropriate remedial or corrective measures.
- 6.5 Accommodation of Religious Beliefs. The University will consider accommodations requested by employees because of their religious beliefs, and will provide such accommodations when there is no more than a nominal cost to the University, the accommodation does not impair operations or disadvantage other employees, or the accommodation is otherwise required by applicable law.
- 6.6 Garnishments/Fines/Deductions from Wages. No deductions will be made from an employee's wages for garnishments or fines without an appropriate court order or written permission from the employee.
- 6.7 Access to Information. Employees and the Union will have access to University-held information in accord with RCW 42.56 and University policy.
- 6.8 Surveillance. The University will post signs or otherwise notify employees of work areas that are being routinely monitored. Only law enforcement officials

will be permitted to authorize electronic surveillance in locations of suspected criminal activity.

ARTICLE 7 – POLYGRAPH TESTING

- 7.1 Prohibition on Testing. No employee will be required to take a polygraph examination as a condition of retaining employment with the University, nor will an employee be subject to discipline for the refusal to take a polygraph examination.

ARTICLE 8 – MANAGEMENT RIGHTS

- 8.1 Retention of Management Rights. The Union recognizes the right of the University to operate and manage the University, including but not limited to the right to take actions reserved to management by RCW 41.80.040; to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation will continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote and discharge employees for just cause; to lay off employees; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights will not be exercised so as to violate any of the specific provisions of this Agreement or applicable rules or laws. The retention of these rights does not preclude any employee from filing a grievance if she/he believes the exercise of such rights constitutes a violation of this Agreement.

ARTICLE 9 – NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 9.1 Compliance With State and Federal Law. The parties acknowledge their mutual support for equal employment opportunity and their commitment to abide by all State and Federal law regarding nondiscrimination and affirmative action in the workplace.
- 9.2 Affirmative Action. The parties support and will cooperate in the implementation of the University's affirmative action programs. The University's Affirmative Action Director will provide the University's Affirmative Action Plan to the Union at the time of its implementation/renewal.
- 9.3 Nondiscrimination. Neither the University nor the Union will discriminate against any employee because of age, sex, national origin, race, color, creed, religion, sensory, mental or physical disability, sexual orientation, marital status, union membership or any other protected status under state or federal law.
- 9.4 Actions for Violations of this Article. Employees may challenge practices or

actions that they allege violate the provisions of Sections 9.1 and 9.3 through the University's Discrimination Policy and procedures, and/or using those remedies available through applicable law. Alleged violations of Sections 9.1 and 9.3 will not be the subject of grievances under Article 40

ARTICLE 10 – REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

- 10.1 Compliance With Applicable Law. The University, Union, and employees will comply with all relevant federal and state laws and regulations, and with the provisions of University policy in providing reasonable accommodations to qualified individuals with disabilities.
- 10.2 Requests for Accommodation. An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation from the University's Affirmative Action Officer. Employees requesting accommodation must cooperate with the University in discussing the need for and possible form of any accommodation. The employee must provide supporting medical documentation with any request for accommodation, and the University may require the employee to obtain a second medical opinion at University expense. Medical information disclosed to the University will be kept confidential and disclosed on a need-to-know basis.
- 10.3 Determinations Regarding Accommodations. The University will determine whether an employee is eligible for a reasonable accommodation, and the accommodation, if any, to be provided.
- 10.4 Disability Separation. If the University determines that an employee is unable to perform the essential functions of the employee's position due to a disability that cannot be reasonably accommodated, the employee will be separated from service due to disability. Prior to any final decision regarding a disability separation, the University will notify the employee of its determination, and provide the employee with an opportunity to discuss that determination. Disability separation is not a disciplinary action.
- 10.5 Actions for Disputes Over Accommodation and Disability Separations. Employees may challenge issues relating to the University's determination regarding a request for accommodation using the University's Disabilities Policy, including the internal grievance mechanism in that policy, and/or using those remedies available through applicable law. Disputes regarding these issues will not be subject of grievances under Article 41. Employees may challenge a disability separation through the grievance procedure.

ARTICLE 11 – SAFETY, HEALTH AND UNIFORMS

- 11.1 Responsibility for Safety. The University, employees and the Union share responsibility for workplace safety.

- 11.1.1 The University will provide a work environment that complies with applicable safety standards established by the Washington Industrial Safety and Health Act (WISHA). The University will provide employees with required safety equipment, personal protective equipment and apparel.
 - (a) Employees who are required to wear footwear with safety toes will be reimbursed up to \$150 for the purchase of such footwear, which will be replaced on a fair wear-and-tear basis.
- 11.1.2 Employees and the University will comply with all safety practices and standards established by the University, including rules requiring that employees wear and/or use provided safety equipment, personal protective equipment and apparel. Employees must report damaged or missing safety equipment or other potentially unsafe practices or conditions to their supervisor within twenty-four (24) hours.
- 11.1.3 The Union and the University will work cooperatively on safety-related matters and encourage employees to work in a safe manner.
- 11.2 Unsafe Working Conditions. An employee who is given an assignment that he or she reasonably believes will be detrimental to his or her health will immediately notify his or her supervisor. The employee will not be required to perform the alleged unsafe assignment, and will not receive discipline for refusing to do so, until the matter has been reviewed with the employee's supervisor. If such a review does not resolve the matter, it will be referred to the University's Environmental Health and Safety staff. At the employee's request, a Union shop steward will participate in any review conducted pursuant to this section.
- 11.3 Safety Committees. The Union will designate an employee from its represented units to serve on the University-wide safety committee. In the event the University forms additional safety committees or sub-committees with responsibility for areas in which Union employees are working, the Union will be permitted to select a representative from its units to sit on any such committee. Safety committee meetings will be conducted in accordance with WAC 296-800-13020.
- 11.4 Safety Training and Assessments.
 - 11.4.1 The University will provide training to affected employees regarding prevention of back, repetitive motion and other common workplace injuries.
 - 11.4.2 Employees may request through their supervisors an assessment of their work station to address ergonomic and other safety issues, including issues involving use of video displays, furniture or equipment needs, and exposure to heat and cold. The University's safety officer will conduct such assessments. Recommendations for alterations to a

job or workstation identified during an assessment will be shared with the affected employee and with his or her supervisor.

- 11.5 On-the-Job Injuries. An employee who suffers a work-related illness or injury must report that illness or injury to his or her supervisor within twenty-four (24) hours, unless the employee is prevented by incapacity from doing so. If the illness or injury is one for which time-loss payments are provided through the workers' compensation system, the employee may choose to receive only such time-loss payment, or may choose to use paid leave in combination with workers' compensation benefits as follows:
- 11.5.1 An employee choosing to use compensatory time, vacation leave, sick leave or personal holiday leave while receiving workers' compensation benefits will receive the full value of such paid leave in addition to his or her time-loss payments to the University.
- 11.5.2 Employees will not be required to use Family Medical Leave for work-related illness or injuries covered by workers' compensation.
- 11.6 Employer-Supplied Equipment. All necessary equipment and tools required by the University will be furnished by, retained at, and maintained by the University. The individual employee will be responsible for any loss or damage to any item furnished by the University under this Article caused by the employee's negligence.
- 11.7 University-Provided Radios. Employees who work alone and outside the University's core business hours will be provided with a radio to report emergency situations.
- 11.8 Uniforms.
- 11.8.1 Employees in customer service positions, or in positions that may require work in student housing or dining facilities, may be required to wear shirts or uniforms identifying them as University employees.
- 11.8.2 The University will provide employees with required shirts or uniforms. Full-time employees required to wear University-provided clothing on a daily basis will receive five (5) shirts or uniforms at the time of hire. Part-time employees, and employees who wear University-provided clothing on specified occasions, will receive a supply of shirts or uniforms at the time of hire appropriate to their job requirements and schedule. Shirts or uniforms will be repaired or replaced by the University at its election on a fair wear-and-tear basis.
- 11.8.3 Prior to making a decision to purchase or modify shirts, uniforms or special clothing, affected employee groups will be given the opportunity to provide input into the color, fabric, and style of required clothing items.

11.8.4 All shirts and uniforms provided by the University will be worn in accordance with applicable rules and safety regulations. Employees are required to return all shirts and uniforms supplied pursuant to this section upon separation from employment.

ARTICLE 12 – DRUG AND ALCOHOL FREE WORKPLACE

- 12.1 Drug-Free Workplace. All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs. The University and all employees must comply with the provisions of the Drug-Free Schools and Communities Act, the Drug-Free Schools and Campuses Regulations, the provisions of WAC 172-64 (Alcohol Policy at Eastern Washington University), and the University’s Drug and Alcohol Abuse Prevention policy.
- 12.2 Possession of Alcohol and Illegal Drugs. Employees may not use or possess alcohol while on duty, except when authorized by the University as part of a University-sponsored event. The possession or use of illegal drugs or marijuana is strictly prohibited. Marijuana is still an illegal controlled substance under federal law.
- 12.3 Prescription and Over-the-Counter Medications. Employees taking physician-prescribed or over-the-counter medications must notify their supervisor of that fact if there is a substantial likelihood that such medication will affect job safety. Upon receiving such notice, the employee’s supervisor will make all reasonable efforts to temporarily alter the employee’s work assignment to permit the employee to remain on the job while taking medication. Where there are no reasonable alternatives for reassignment, the employee will be placed on leave while on medication.
- 12.4 Employees Subject to Drug and Alcohol Testing. Employees required to have a Commercial Driver’s License (“CDL”) are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with applicable federal regulations.
- 12.5 Discipline for Violations. An employee who violates the provisions of this article or the laws, regulations and policies it incorporates, may be subject to disciplinary action, up to and including discharge.
- 12.6 Reopener Regarding Drug and Alcohol Testing Policies. During the term of this Agreement, the University may reopen the Agreement for the sole purpose of negotiating a drug and alcohol testing policy applicable to all employee groups within the University.

ARTICLE 13 – STAFFING

- 13.1 Staffing Concerns. The parties recognize that the University is a growing institution and that growth involves changes in the size and scope of the

University's facilities and staffing needs. Employees are encouraged to bring concerns about workload issues to the attention of their supervisors.

- 13.2 Lines of Authority. The University will ensure that the reporting authority for each employee is clearly defined.

ARTICLE 14 – CONFIDENTIALITY

- 14.1 Confidentiality of Employees' Personal Information. Personal and medical information regarding employees, including information stored in electronic form, will be maintained, accessed, and used in a confidential manner. The University will not release employees' personal information to third parties, including disclosures via the Internet, to the extent that disclosure would violate an employee's right to privacy as defined by RCW 42.56.050, unless disclosure is compelled by the University's legal obligations or by court order.
- 14.2 Requests for Employee Personal Information. The University will promptly notify affected employees when it receives a request by a third party to release confidential, personal information about an employee, including personal information related to the employee's job performance contained in the employee's official personnel file, or when the University proposes to release such information on its own initiative. Affected employees will be provided with seventy-two (72) hours following the notice to consult with the University's Public Records Officer or designee regarding the potential disclosure. Following consultation, the employee will be permitted an additional seven (7) calendar days, unless a longer period is mutually agreed, in which to seek a legal order precluding the disclosure. Where the information proposed for release would affect a group of employees, the employer will also provide the Union with written notice of the request.
- 14.3 Protection of Social Security Numbers. The University will not use employees' social security numbers except as permitted by law. Social security numbers will not be requested or required on timesheets, leave slips or other routine University forms unrelated to payroll or benefits. The University will redact employees' social security numbers from any document produced pursuant to a Public Disclosure Act request.
- 14.4 Compliance With University Confidentiality Expectations. Employees will comply with the University's confidentiality expectations with respect to information disclosed to them in the course of their job duties. The University will notify employees of these expectations and conduct training as appropriate for employees exposed to confidential information.

ARTICLE 15 – PERSONNEL FILES

- 15.1 Maintenance of Official Personnel Files. The University will maintain an official personnel file for each employee, which will be kept in Human Resources Services. No material will be entered into the official personnel file more than

one (1) year after its creation. Performance, corrective action or disciplinary documents relating to the employee that are not included in the official personnel file may not be used as evidence in any grievance arbitration regarding discipline of the employee.

15.2 Access to Official Personnel Files.

15.2.1 Upon request, employees may inspect the contents of their official personnel file.

15.2.2 With written approval of the employees, the Union may review employees' official personnel files.

15.2.3 Authorized management representatives with a legitimate business need; supervisors in the employee's chain of command; and Human Resources, Budget and Payroll Services representatives may access employees' personnel files. A record will be kept with the file of the names of persons who have reviewed the file other than Human Resources, Budget and Payroll Services personnel.

15.2.4 Employees and the Union may request copies of documents from official personnel files as part of a review of the file under this Section. The University will charge for copy requests of greater than fourteen (14) pages at a rate determined in accord with the Public Records Act.

15.3 Employee-Supplied Information. Materials placed in an employee's personnel file regarding performance or discipline will first be provided to the employee. Employees who challenge or dispute material included in their personnel file, including the content of performance evaluations, may provide responsive material for inclusion in their file. Employees may also place information relating to their performance or qualification in their personnel file to document performance improvement or special achievement.

15.4 Removal of Information.

15.4.1 An employee may request that the University's chief human resources officer remove from his or her personnel file material that he or she believes to be false, irrelevant, or improperly included in his or her file. Information related to alleged misconduct that is determined to be false will be promptly destroyed; provided that the University may retain copies of such material if it is relevant to actual or reasonably anticipated legal action.

15.4.2 Upon written request, records of performance evaluation will be removed from employee personnel files after six (6) years; provided there are no on-going related performance concerns. Written requests may be submitted by employees only at the time of their annual

performance evaluation or within thirty (30) calendar days of their employment anniversary date, whichever is later.

- 15.4.3 Records of corrective action or written reprimands given to employees will be removed from their personnel files after three (3) years if the employee has not received subsequent discipline based in whole or in part on the corrective action or written reprimand; provided, that this paragraph will not apply to written reprimands for sexual harassment, discrimination, violation of the University's Drug-Free Workplace policy, theft, insubordination, violence in the workplace, or other misconduct of similar severity.
- 15.4.4 Records of disciplinary actions involving reductions in pay, suspensions or demotions, and written reprimands not removed after three (3) years will be removed from employees' personnel files after seven (7) years if:
- (a) Circumstances do not warrant a longer retention period;
 - (b) There has been no subsequent discipline; and
 - (c) The employee submits a written request for its removal.

Nothing in this section will prevent the University from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.

- 15.5 Medical Information. Medical information regarding an employee will be kept in a separate file and maintained in a confidential manner in accordance with state and federal law.
- 15.6 Working Files. The University will not maintain records regarding employee activities or performance separate from the employee's official personnel file after the completion of the employee's performance evaluation.

ARTICLE 16 – EMPLOYEE STATUS REPORTS

- 16.1 Monthly Reports. The University will provide to the Union, on a monthly basis, the following information for each employee in the bargaining unit: employee identification number, name, position title, position number, mailing address, work phone number, monthly salary (including range and step), work location and county, supervisor, job class code and title, date of hire, bargaining unit code and title, percentage of employment, separation date, premium pay, PERS plan, Health Care Plan including tier and dental, overtime exempt or overtime eligible status and seniority date.
- 16.2 Electronic Transfer. Information supplied pursuant to this article will be sent to the Union headquarters in a mutually agreeable electronic format.

ARTICLE 17 – POSITIONS

- 17.1 Types of Bargaining Unit Positions. Bargaining unit positions may be regular, cyclic, temporary, or project positions, which for purposes of this Agreement are defined as follows:
- 17.1.1 Regular Positions. Regular positions are scheduled to work twelve (12) months per year.
 - 17.1.2 Cyclic Positions. Cyclic positions are scheduled to work less than twelve (12) full months each year due to known, recurring periods in the fiscal year when the position is not needed. Before the start of each fiscal year, incumbents of cyclic positions will be informed, in writing, of their scheduled periods of leave without pay in the ensuing cycle. Such periods of leave without pay will not constitute a break in service.
 - 17.1.3 Project Positions. Project positions are positions of specific duration of longer than six (6) months. Project employees are eligible for University-provided benefits, including leave, insurance and retirement benefits, on the same basis as regular employees. The University may create project positions in situations where the position is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration, and/or where the work to be performed by the position is project-based and of a time-limited nature. The University will notify employees at the time of hire of the project nature of the position and the anticipated ending date of the project position.
 - 17.1.4 Temporary Positions. The University may create temporary positions to fill vacancies caused by the absence of a regular, cyclic or project employee; to address fluctuations in workload; or to meet needs in situations where there is insufficient work or resources to support a regular, cyclic or project position. Employees filling temporary positions may not work more than one thousand fifty (1050) hours in a twelve (12) consecutive month period. Temporary employees who work more than three hundred fifty (350) hours in a consecutive twelve (12)-month period will become Represented Temporary Employees and will be included in the bargaining unit as specified in Appendix A.
- 17.2 Exemption of Bargaining Unit Positions. The University will inform the Union if a bargaining unit position is reallocated in a manner that exempts the position from the bargaining unit.
- 17.3 Full-Time and Part-Time Employment. The University may fill positions on either a full-time or part-time basis, which for purposes of this Agreement are defined as follows:
- 17.3.1 Full-Time Employment. Full-time employees are regularly scheduled to work forty (40) hours in a workweek.

17.3.2 Part-time Employment. Part-time employees are regularly scheduled to work at least twenty (20) hours, but less than forty (40) hours in a workweek. In this Agreement, when any benefit is prorated for part-time employees, such employees will receive a portion of the full-time benefit based on the percentage their monthly schedule bears to full-time employment.

17.4 Assignments.

17.4.1 The University may reassign an employee to another position in the same classification. Such reassignment will not result in a change of salary or periodic increment date.

17.4.2 Employees who accept a temporary assignment to a different classification will have the right to revert to their former position or to an equivalent position at the conclusion of the temporary assignment.

ARTICLE 18 – CLASSIFICATION

18.1 Classification Plan. Effective July 1, 2007, the University will adopt the classification plan adopted and maintained OFM/State Human Resources.

18.2 Position Classification/Reclassification. The University's chief human resources officer or designee will allocate each bargaining unit position to the appropriate classification in the OFM/State Human Resources classification plan, and will change the allocation of a position that has undergone a permanent change in duties and responsibilities.

18.3 Position Review.

18.3.1 Either an employee or the University may request an audit of the duties and responsibilities of a position he/she/it believes is not allocated to the proper class. Employees requesting such an audit are expected to notify the Union at the time of their request.

18.3.2 Job audits will be performed and reclassification decisions will be made by the University's Human Resources Services staff according to the University's Classification Process. The affected employee(s) and the Union will be notified of the outcome of a job audit in writing. In the event of a reallocation that results in removal of a position from the bargaining unit, the written notice will describe the manner in which the bargaining unit work is being distributed, including the classification and position(s) of any employee(s) absorbing work from the reallocated position.

18.3.3 If an employee disagrees with a classification decision made by the Human Resources staff, the employee may request review of that

decision through the Director of OFM/State Human Resources within 30 (thirty) calendar days of receiving the final allocation decision from the University. Should the employee disagree with the Director's decision, the employee may further appeal the matter to the Washington Personnel Resources Board within 30 (thirty) calendar days of being provided the written decision of the Director. The Board will render a decision, which will be final and binding. Decisions regarding appropriate classification will be reviewed in accordance with this Section and will not be subject to the grievance procedure specified in Article 40 of this Agreement.

- 18.4 Effect of Reallocation. Changes to positions that have been reallocated, and the impact of any such changes on the incumbent employee, will be determined in accord with the University's Classification Process.

ARTICLE 19 – COMPENSATION

19.1 Base Wages Increases

- 19.1.1 Effective July 1, 2017, all salary ranges and steps of the Salary Schedule in effect on June 30, 2017, will be increased by two percent (2.0%), as reflected in Appendix B.
- 19.1.2 Effective July 1, 2018, all salary ranges and steps of the Salary Schedule in effect on June 30, 2018, will be increased by two percent (2.0%), as reflected in Appendix C.
- 19.1.3 Effective January 1, 2019, all salary ranges and steps of the Salary Schedule in effect on December 31, 2018, will be increased by two (2.0%), as reflected in Appendix D.
- 19.1.4 Employees who are employed with the University on July 1, 2017 will receive \$100 signing payment on the July 25, 2017 payday.
- 19.1.5 In the event the state legislature funds a higher total across-the-board increase for the contract term for an employee group at the general government state table for the 2017-2019 negotiations, the University agrees to match the increase or provide the increases described above; whichever is greater. In the event the University receives additional tuition authority and/or state funding that results in an overall significant improvement in the financial status of the University, the Union may request to re-open the Agreement to bargain over economic terms of this Agreement. Any agreement resulting from such bargaining will remain subject to a finding by the Director of OFM that the agreement is economically feasible, and approval by the Legislature as provided in RCW 41.80. Nothing in this paragraph obligates either party to agree to any proposal.

Effective July 1, 2017, the University agrees to adopt classification adjustments adopted at the 2017-2019 WFSE General Government

negotiations table, provided the adjustments are deemed financially feasible and receiving full funding by the legislature.

- 19.2 Effective July 1, 2015, current employees who are compensated at less than \$15 per hour will be advanced within their current range to the step in the range that is closest to \$15 per hour. If the range maximum is less than \$15, the employee will be advanced to the top of the range. Probationary employees will be placed two (2) steps below the salary range steps listed above and will move to these posted range/steps upon successful completion of probation.
- 19.3 Step M. All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range.
- 19.4 Pay for Performing the Duties of a Higher Classification. Employees who are assigned the full scope of duties and responsibilities of a position in a higher classification for a period of more than two (2) consecutive work days will be paid at the step in the higher range which is nearest to a two (2) step increase from the employees' normal step.
- 19.5 Establishing Salaries for New Employees. The University will assign newly hired employees to the appropriate range and step of the salary schedule.
- 19.6 Periodic Increases. Employees will receive periodic increases as follows:
- 19.6.1 Employees who are hired at the minimum step of the pay range will receive a two (2)- step increase to base salary following completion of six (6) months of service, and an additional two (2)- step increase annually thereafter, until they reach the top of the pay range.
- 19.6.2 Employees who are hired above the minimum step of the salary range will receive a two (2) step increase annually until they reach the top of the pay range.
- 19.6.3 Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges.
- 19.6.4 All periodic increases will be effective the first day of the month closest to the date on which the employee's hire date (or probationary period end date) falls.
- 19.7 Salary Assignment Upon Promotion or Reallocation.
- 19.7.1 Employees promoted to a position in a higher class will be advanced to a step of the range for the new class that is at least two (2) steps higher. The salary will be based on the employee's education and experience.
- 19.7.2 An employee occupying a position that is reallocated to an existing

class with a lower salary maximum will be placed in the salary step in the new range which is closest to the current salary, provided such salary does not exceed the top step of the new salary range.

- 19.8 Transfer and Reassignments. Employees who transfer or are reassigned to a position within their class or within their range will retain their current base salary.
- 19.9 Reversion. Employees who do not successfully complete a trial service period and revert to the class in which the employee most recently held a position, or move to a classification in the same series with a lower salary range, will receive the base salary they received prior to their promotion.
- 19.10 Part-Time Employment. Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment.
- 19.11 Shift Premium. Employees assigned to work a schedule in which four (4) or more hours fall between the hours of 5:00 p.m. and 8:00 a.m. will receive additional compensation of \$0.65 per hour for every hour or portion thereof worked. An employee assigned to a shift that qualifies for shift differential pay will receive the same shift differential for authorized periods of paid leave, or when assigned to a different shift for less than a full work week.
- 19.12 Pay for Floating Schedules. Employees assigned to floating work schedules will be paid at a rate two (2) salary ranges higher than the range assigned to their classification.
- 19.13 Standby Pay. Employees of the Office of Information Technology may be assigned to standby status by the University during off-hours and on designated weekends. Standby status will involve the following:
- 19.13.1 Employees will receive a minimum of seventy-two (72) hours notice of their assignment to standby status. Standby periods will be rotated among qualified, eligible staff within the business unit on an equitable basis. Absent exceptional circumstances, employees will not be required to serve in standby status more than seven (7) calendar days per month.
- 19.13.2 While on standby status, employees will be provided with a University cell phone, required to remain available for work-related calls and, if necessary, return to work.
- 19.13.3 Standby status will not be considered hours worked, and will not run concurrently with work time. While on standby status, employees will be paid a rate of three dollars (\$3) per hour.
- 19.14 Multilingual/Sign Language/Braille Premium Pay. Whenever a classified

position has a bona fide requirement for regular use of competent skills in more than one language, sign language (AMESLAN), and/or Braille, the University will authorize premium pay of two (2) steps above the level normally assigned for that position; provided that this premium will not apply in those instances where the position is allocated to a class that requires these skills.

19.15 Special Pay. The University may designate a position for special pay in the following circumstances:

- 19.15.1 When a unique configuration of work requires skills, duties, or working conditions beyond those typically required of comparable positions;
- 19.15.2 To alleviate employment problems such as recruitment and/or retention;
- 19.15.3 When failure to grant special pay could result in retention problems and seriously jeopardize University operations; and
- 19.15.4 To prevent salary inversion or compression problems with other classes in the same or related series which have been granted special pay.

ARTICLE 20 – HOURS OF WORK AND OVERTIME

20.1 Workweek.

- 20.1.1 Except as provided below or otherwise established in writing, the workweek for purposes of determining overtime eligibility will begin at 12:01 a.m. Monday and will conclude Sunday at 12:00 midnight. Employees will not regularly be scheduled to work more than forty (40) hours in a workweek.
- 20.1.2 The work period for campus police officers assigned to a 7(k) schedule will be a recurring period of up to twenty-eight (28) days established in writing.

20.2 Schedules. Employees may work one of the following schedules:

20.2.1 Regular Work Schedules. The regular work schedule for full-time employees will consist of five (5) consecutive and uniformly scheduled days with eight (8) hours of work in a seven (7) day period. Uniformly scheduled means a daily repetition of the same working hours and a weekly repetition of the same working days. The University will determine the starting and ending times and workdays based on the requirements of the position and operational need.

20.2.2 Alternate Work Schedules.

- (a) Employees may be assigned to work weeks and work shifts of different lengths in order to meet business and customer

service needs or in response to employee request. For full-time employees, alternate schedules will consist of forty (40) hours of work, with at least two (2) consecutive days off, in a seven (7) day period. Absent mutual agreement, alternate schedules will not include split shifts.

- (b) Upon employee request, the University will consider allowing an employee to work an alternate schedule with flexible starting and ending times set by agreement between the employee and his or her supervisor. Employee requests to work such a schedule will be granted or denied based on operating needs.

20.2.3 7(k) Schedule. Campus Police may be assigned to work a schedule that repeats in a period of up to twenty-eight (28) calendar days.

20.2.4 Floating Work Schedules. Floating work schedules may be used by the University in the Custodial Supervisors and Leads, Maintenance Custodians, Dining Services, Stage Manager, Recreation and Athletic Specialist 4 and Transportation Services departments for employees who volunteer. Vacant positions may also be assigned a floating schedule. Employees working floating work schedules will have assigned daily hours that may vary during a workweek to meet operational needs. Floating work schedules will include at least two (2) consecutive days off in a seven (7) day period; days off will generally be the same from workweek to workweek. Any split shifts required of employees working a floating work schedule will include no more than two segments in a day.

20.3 Schedule Changes. The University may change the schedule of employees working a regular schedule or who are assigned to work an alternate schedule (as provided in Section 20.2.2(a), subject to the following:

20.3.1 Temporary Schedule Changes. In the event the University initiates a temporary schedule change, the employee will be notified in writing of the change at least seven (7) calendar days in advance; provided that the notice shall be at least two (2) days in the case of schedule changes for campus police working a 7(k) schedule. The day that notification is given is considered the first day of notice. Temporary changes to such employee's work schedule may be made with less than seven (7) days' notice (two (2) days for 7(k) schedules); provided that in the event a scheduled employee is assigned a temporary schedule change with less notice for reasons other than the employee's request, the employee will be given the option to work his or her normal schedule in addition to the modified schedule. A temporary schedule change is defined as a change lasting twenty-one (21) calendar days or less. Upon written request the supervisor may allow the employee to waive the seven (7) days' notice period. The supervisor will notify the employee of their

decision in writing.

- 20.3.2 Permanent Schedule Changes. In the event the University initiates a permanent schedule change, the employee will be given fourteen (14) calendar days prior written notice. The day notification is given is considered the first day of notice.
- 20.4 Additional Work for Cyclic Positions. When additional work is required of a cyclic position during a period for which the position is scheduled for leave without pay, the work will be offered to the incumbent. If the incumbent declines the offer, the University will offer the work to other qualified employees who are in cyclic year leave without pay status who have expressed an interest according to seniority.
- 20.5 Work Interruptions During Off-Duty Time. Time spent by employees whose off-duty hours are interrupted by work-related calls requiring more than a de minimis response will be considered hours worked, with a minimum of one-half (½) hour compensation for each separate situation.
- 20.6 Overtime.
- 20.6.1 Eligibility. All bargaining unit employees are eligible for overtime.
- (a) Overtime Work—Equal Distribution. Overtime will be distributed among qualified employees on a rotating basis established by the University.
- (b) Overtime Computation. Overtime will be compensated at a rate of one and one-half (1½) times the employee’s regular rate of pay. Overtime hours, as defined in this section, will be rounded upward to the nearest one half (½) hour.
- (c) Overtime Computation. For purposes of calculating overtime eligibility, all hours spent performing assigned duties and all paid leave will be considered hours worked; leave without pay, additional compensation for time worked on a holiday, and call back bonus pay do not constitute hours worked. There will be no duplication or pyramiding of overtime.
- 20.6.2 Overtime Hours for Employees Working Regular, Alternate, Floating or Flexible Schedules. The following will constitute overtime for employees working any schedule other than a 7(k) schedule:
- (a) Regularly scheduled employees who work beyond eight (8) hours in a day;
- (b) Employees on alternate work schedules who work beyond ten (10) hours in a day; and

(c) All hours worked beyond forty (40) in a work week;

20.6.3 **Overtime Hours for Employees Working a 7(k) Schedule:** The following will constitute overtime for employees working a 7(k) schedule:

(a) All hours worked beyond the employee's regularly scheduled shift; and

(b) All hours worked beyond the maximum straight-time hours permitted under Section 7(k) of the Fair Labor Standards Act for law enforcement employees working a work period of the length established by the University pursuant to this Article.

20.6.4 **Overtime Authorization.** Working overtime without authorization by the employee's supervisor may result in disciplinary action.

20.7 **Compensatory Time.**

20.7.1 At the employee's election, the employee may accrue compensatory time in lieu of receiving overtime pay. Compensatory time will accrue at the rate of time and one-half for each overtime hour worked. An employee will not be allowed to accumulate more than eighty (80) hours of compensatory time at a time, and any accrued compensatory time may be cashed out at any time by the employee.

20.7.2 Compensatory time off must be scheduled in advance with the approval of the employee's supervisor.

20.7.3 All compensatory time must be used by June 30th of each year. If compensatory time balances are not scheduled to be used by the employee by April of each year, the supervisor will contact the employee to review his or her schedule. The employee's compensatory time balance will be cashed out the first regular payday following June 30th or when the employee separates from the Employer.

20.8 **Additional Hours for Part-Time Employees.** Part-time employees assigned to work hours beyond their regularly scheduled hours will receive additional pay at their regular hourly rate for such hours up to a total of forty (40) hours in a workweek. Hours worked beyond forty (40) in a workweek will be considered overtime.

20.9 **Call Back Pay.** When a regularly scheduled employee has left the workstation and is required to return to the workstation outside of regularly scheduled hours, the employee will receive three (3) hours bonus pay plus time actually worked. The bonus pay will be compensated at the regular rate; time worked will be compensated at time and one-half. Time worked immediately preceding the regular shift does not constitute call back, provided time worked does not exceed

two (2) hours or notice of at least eight (8) hours has been given.

20.10 Meal and Rest Periods. The University and the Union agree to meal and break periods that vary from and supersede the paid meal period requirements of WAC 296-126-092.

20.10.1 Employees will receive a minimum of one-half (½) hour off, without pay, for a meal during any shift lasting longer than five (5) hours. In the event that an employee's meal period is interrupted, the meal period will be considered time worked.

20.10.2 Employees will receive a fifteen (15) minute paid rest period for each four (4) hours worked. In the event that an employee's rest period is interrupted it will be rescheduled.

20.10.3 Meal and Rest Periods for Employees Working Straight Shifts.

(a) Campus police and plant operators working straight shifts will not receive a paid meal period, but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Meal periods for employees on straight shifts do not require relief from duty.

(b) Campus police and plant operators working straight shifts will be allowed rest periods of fifteen (15) minutes for each one-half shift of four (4) or more hours worked at or near the middle of each one-half shift of four (4) or more hours. Rest periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each half shift, scheduled rest periods are not required.

20.10.4 Rest periods may not be used for late arrival or early departure from work and rest and meal periods may not be combined. Meal periods may not be used for late arrival or early departure from work except in exceptional circumstances and with prior approval by the employee's supervisor.

20.11 Timesheets. Employees are required to submit complete and accurate electronic time sheets. In the event that a time sheet is revised or changed, the supervisor will promptly notify the employee.

ARTICLE 21 – HEALTH INSURANCE

21.1 Health Care Agreement. The University will implement the terms of the coalition agreement on health care for the term of this Agreement reached under the provisions of RCW 41.80.020.

ARTICLE 22 – VEBA

- 22.1 Voluntary Employees’ Benefit Association Medical Expense Plan. The University will maintain its Voluntary Employees’ Benefit Association Medical Expense Plan (“VEBA Plan”) during the term of this Agreement. All eligible employees who retire during a calendar year will participate in the VEBA Plan unless a majority of retirement eligible employees determines through a majority vote that they do not wish to participate in the VEBA Plan during that calendar year. Voting to determine participation in the VEBA Plan will be conducted according to the University’s VEBA Procedures.

ARTICLE 23 – TRAVEL

- 23.1 Travel Expense Reimbursement. Employees required to travel in order to perform their duties will be reimbursed for any authorized travel expenses (e.g., mileage and/or per diem) in accord with the regulations established by the Office of Financial Management and University policy.

ARTICLE 24 – LICENSURE AND CERTIFICATION

- 24.1 License and Certification Fees. If the University requires an employee to obtain a license or certification after hire, or maintain a license or certification as a requirement of the employee’s position, the University will pay the cost of obtaining and/or maintaining that license or certification; provided that this section will not apply to costs associated with obtaining or maintaining non-commercial driver’s licenses. If the University agrees for a new Information Technology employee to obtain a license or certification as a condition of employment, the employee agrees to reimburse the direct cost of the license or certification in an amount of \$3,000 or greater if they voluntarily resign from employment within eighteen (18) months of the date the license or certification is obtained.
- 24.2 Continuing Education Requirements. Employees will be permitted to use work time to complete continuing education requirements associated with required licensure or certification. With advance supervisory approval, the University will pay the costs associated with continuing education requirements.

ARTICLE 25 – EMPLOYEE DEVELOPMENT AND TRAINING

- 25.1 Training Program. The University recognizes the importance of an educated workforce as a resource and the value of training in developing and maintaining job skills and improving employee performance. Employee training opportunities will be identified, evaluated, and provided in accord with the University’s Employee Development and Training Policy.
- 25.2 Tuition Waiver Program. Employees who have completed their probation period are eligible to participate in the University’s tuition waiver program for both campus and on-line state support programs as provided in RCW 28B.15.558 and University policy. Eligible employees may enroll in up to ten (10) credit hours

per term at a cost not to exceed five dollars (\$5) per employee per term, plus applicable fees. Eligible employees wishing to audit or challenge classes may do so for a charge not to exceed five dollars (\$5) per employee per term.

- 25.3 Time Spent in Required or Approved Training. Time spent in training required or approved by the University will be considered work time.
- 25.4 Retraining Because of Technological Change. Whenever a bargaining unit position is being eliminated, reduced or phased out due to technological changes, the University will make reasonable efforts to retrain affected employees so they may qualify for new positions to be established by the University or gain access to existing positions requiring these skills.

ARTICLE 26 – COMMUTE TRIP REDUCTION AND PARKING

- 26.1 Commute Trip Reduction and Parking Programs. The University will provide commute trip reduction and parking programs for all employees covered by this Agreement on the same basis these programs are provided to all other University employees.
- 26.2 The University will designate a section of its free parking lot for use by employees working outside normal business hours on those days when there is actual or anticipated snowfall.

ARTICLE 27 – CHILDCARE

- 27.1 Access to EWU Children’s Center. The University and the Union recognize that family life has a significant impact upon employees’ work lives. The University agrees to provide bargaining unit employees with access to the EWU Children’s Center on the same basis as any non-student in the University community.

ARTICLE 28 – HOLIDAYS

- 28.1 A. Paid Holidays. The following days are paid holidays for all eligible employees:

New Year’s Day	January 1
Martin Luther King Jr.’s Birthday	Third Monday in January
Presidents’ Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans’ Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	The Day After Thanksgiving
Christmas Day	December 25
Personal Holiday	

B. Unpaid Holidays-Holidays for Reasons of Faith and Conscience. Employees will be entitled to two (2) unpaid holidays per calendar year for faith or conscience as authorized by state law. Faith or conscience holidays will be governed by the University's Holiday's and Leave Policy.

When a holiday falls on a Saturday, the Friday before will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.

- 28.2 Holiday Pay. Eligible full-time employees will receive eight (8) hours of pay at their straight-time rate for each holiday. Part-time employees will receive holiday pay on a prorated basis.
- 28.3 Eligibility for Holiday Pay. Employees are eligible for holiday pay if they are in paid status on their regular, scheduled work day preceding the holiday. In addition, cyclic employees who are scheduled to work less than a full month in a month in which a holiday falls will receive pay for the holiday if they were in paid status on their last scheduled work day preceding the holiday. Employees whose employment is terminated immediately prior to a holiday are not entitled to holiday pay.
- 28.4 Hours Worked on a Holiday. In addition to holiday pay described in Section 28.2, employees required to work on a holiday will receive pay at their overtime rate for all hours worked on the holiday.
- 28.5 Alternate Schedules. Employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, compensatory time, or leave without pay to make up the difference between the employee's normally scheduled shift and the eight (8) hours of holiday pay.
- 28.6 Holiday Observance. When the observed holiday falls on the employee's scheduled work day, that day will be considered the holiday. When an observed holiday falls on the employee's scheduled day off, he or she will be permitted to take an alternate day off during the week in which the holiday is observed. Employees must schedule any such alternate days off in advance with the approval of their supervisors.
- 28.6.1 Employees whose scheduled shifts begin on one calendar day and end on the next calendar day will observe the holiday on the shift that begins on the holiday.
- 28.7 Personal Holidays. An employee may choose one workday as a personal holiday during each calendar year if the employee has been continuously employed by the University for more than four (4) months.
- 28.7.1 Full-time employees will receive eight (8) hours off for a personal holiday. Part-time employees will receive hours off on the same prorated basis that their monthly schedule bears to full-time

employment.

28.7.2 Employees will be permitted to take their selected day as the personal holiday if:

(a) The employee has given at least fourteen (14) calendar days' written notice to his or her supervisor, or has received the supervisor's approval for a shorter notice period. The number of employees choosing a specific day off does not interfere with University operations or require the University to incur overtime.

28.7.3 Personal holidays may not be carried over to the next calendar year.

28.7.4 Part or all of a personal holiday may be donated to another employee for shared leave as provided in Article 31. Any remaining portions of a personal holiday must be taken as one (1) absence.

28.8 Personal Leave Day. An employee may choose one workday as a personal leave day during each calendar year if the employee has been continuously employed by the University for more than four (4) months.

28.8.1 Full-time employees will receive eight (8) hours off for a personal leave day. Part-time employees will receive hours off on the same prorated basis that their monthly schedule bears to full-time employment.

28.8.2 Employees will be permitted to take their selected day as the personal leave day if:

(a) The employee has given at least fourteen (14) calendar days' written notice to his or her supervisor, or has received the supervisor's approval for a shorter notice period.

(b) The number of employees choosing a specific day off does not interfere with University operations or require the University to incur overtime.

28.8.3 Personal leave days may not be carried over to the next calendar year.

ARTICLE 29 – VACATION

29.1 Vacation Accrual.

29.1.1 Full-time employees will accrue vacation at the rates set forth below. Part-time employees will accrue vacation on a prorated basis.

<u>During Years of Continuous Employment</u>	<u>Monthly Accrual Rate</u>
1	8 hours
2	8 hours, 40 minutes
3	9 hours, 20 minutes
4	9 hours, 20 minutes

<u>During Years of Total State Employment</u>	<u>Monthly Accrual Rate</u>
5	10 hours
6	10 hours
7	11 hours
8	11 hours
9	11 hours
10	11 hours, 20 minutes
11	11 hours, 20 minutes
12	12 hours
13	12 hours, 40 minutes
14	13 hours, 20 minutes
15	14 hours
16+	14 hours, 40 minutes

29.1.2 Vacation hours will be credited at the end of the month accrued. Employees who are in unpaid status for more than ten (10) working days in a month will not accrue vacation leave during that month.

29.1.3 For purposes of this Section, an employee's state employment includes employment with any department, agency or institution of the state, excluding employment in the legislative or judicial branches, and employment in a temporary or student position not governed by civil service.

29.2 Maximum Vacation Accrual. Employees may accrue vacation up to a maximum of two hundred forty (240) hours. An employee who has reached the maximum accrual level may continue to accrue vacation until his or her next anniversary date, at which time any vacation accrued in addition to the two hundred forty (240) hour maximum accrual will be extinguished. With the written approval of the appropriate Vice President, an employee may accrue more than two hundred forty (240) hours of vacation when he or she is precluded from taking a previously scheduled vacation because of University needs. Any such written approval will specify a timeline for the employee to use any excess vacation accrual, after which any excess vacation accrual will be extinguished.

29.3 Use and Scheduling of Vacation.

29.3.1 Employees may not take vacation until they have successfully completed the probationary period.

- 29.3.2 Except as provided in Section 29.3.5, vacation leave must be scheduled with the advance approval of the employee's supervisor. Vacation leave will be granted for the time requested by the employee; provided that the needs of the University department will not be substantially impaired. If the nature of the work makes it necessary to limit the number of employees on leave at the same time, the employee(s) with the greatest seniority will be given her/his choice of available vacation periods. Supervisors will promptly approve or deny requests for vacation but in no case more than seven (7) days following the request. Upon request, written reasons will be promptly provided to the employee if the requested vacation is denied.
- 29.3.3 Employees who desire to take their annual leave at a specific period in time will submit to the immediate supervisor, in writing, their request prior to April 1 for the following fiscal year. The immediate supervisor will compile and publish a list made up of these requests by May 1. Employees on said list will have priority, regardless of their seniority, over subsequent requests.
- 29.3.4 Once approved, an employee's vacation will not be cancelled absent emergency or other unplanned/unforeseen situations affecting department staffing needs.
- 29.3.5 At their election, employees may use vacation in place of or in addition to sick leave for any of the purposes described in Sections 30.2.3 and 30.2.4. Employees using vacation for this purpose are expected to provide their supervisor notice of their absence as described in Section 30.4.
- 29.3.6 Employees' accrued vacation balances will be charged for the actual time of any vacation used.
- 29.4 Transfer of Vacation.
- 29.4.1 Employees who move to another position at the University will not lose any accrued vacation as a result of the transfer or promotion. Such employees will be notified at the time of their appointment to the new position about any conflicts between any vacation they have pre-scheduled and the work schedule in their new area.
- 29.4.2 Employees who transfer from the University to another state agency or state institution without a break in service will transfer their accrued but unused vacation to their new employer.
- 29.5 Cash Out of Vacation. Except for employees who elect to transfer vacation as provided in Section 29.4, upon termination employees will be paid for their accrued but unused vacation hours at a rate calculated in accord with Office of Financial Management guidelines; provided that in no event will the rate used for

vacation cashouts be less than the employee's regular rate of pay. In the event of a voluntary resignation, employees will receive pay for their accrued but unused vacation if they have provided or offered to provide at least two (2) weeks written notice. An employee providing less than two (2) weeks written notice will have deducted from any vacation cash out the difference between the amount of notice given and two (2) weeks.

ARTICLE 30 – SICK LEAVE

- 30.1 Sick Leave Accrual. Full-time employees will accrue sick leave at the rate of eight (8) hours for each completed calendar month of active service; provided that an employee does not have more than ten (10) days leave without pay in that month. Part-time employees will accrue sick leave on a prorated basis. Employees may accrue an unlimited amount of sick leave.
- 30.2 Use of Accrued Sick Leave. Employees' accrued sick leave balances will be charged for the actual time of any sick leave used. Accrued sick leave may be used only for:
- 30.2.1 The employee's own illness, injury or disability (including disability due to pregnancy or childbirth);
 - 30.2.2 A period of quarantine following the exposure to a contagious disease during the period when attendance on duty would jeopardize the health of others;
 - 30.2.3 The need to care for a child under eighteen (18) years of age, or an older child incapable of self-care, with a health condition requiring treatment or supervision;
 - 30.2.4 The need to care for the employee's spouse, parent, parent-in-law or grandparent with a serious health condition or emergency condition;
 - 30.2.5 Medical, dental or optical appointments for the employee or other family member where the employee's presence is required, if arranged in advance with the employee's supervisor whenever possible;
 - 30.2.6 Bereavement leave in addition to leave provided by Section 32.4, or in circumstances not covered by Section 32.4, if such use is approved in advance by the employee's supervisor; and
 - 30.2.7 Other circumstances if authorized by the University's chief human resources officer.
- 30.3 Sick Leave Conditions During Vacations. When a condition identified in Section 30.2 arises while an employee is on vacation leave, the employee will be permitted upon request to use accrued sick leave in lieu of the approved vacation leave.

- 30.4 Sick Leave Reporting and Verification. Employees must notify their supervisor (or designee) as soon as reasonably possible when they will be absent due to illness or injury. If an employee is in a position where a relief replacement is necessary if they are absent, he or she will notify their supervisor at least two (2) hours prior to their scheduled time to report to work, whenever possible. The University may require a written medical certificate for absences of three (3) or more consecutive days or where there is reason to suspect sick leave abuse.
- 30.4.1 Employees who are required to provide written verification for a particular absence will receive a verbal or written notice memorializing that fact and informing them of the reason for the requirement before returning to work.
- 30.4.2 Employees who are required to provide written verification for sick leave on an ongoing basis will be notified in writing of that fact, the reasons for it, and the end date for the period of required verification. Absent an ongoing concern with suspected sick leave abuse, employees will not be required to verify sick leave for more than three (3) consecutive months. The supervisor may extend the verification for an additional three (3) consecutive months at the supervisor's discretion if attendance has not improved.
- 30.5 Return to Duty Verification. An employee returning to work after a serious health condition under the FMLA, obtaining emergency or urgent care, or sick leave absence of five (5) or more consecutive days may be required to provide written certification from his or her health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation. Employees required to provide a return to duty release will receive verbal or written notice before returning to work memorializing that fact. The return to duty release must be received by the University before the employee returns to work.
- 30.6 Annual Sick Leave Cashout. In January following any year in which an employee reaches a minimum accrual of four hundred eighty (480) hours of sick leave, the employee may receive cash at the employee's straight time rate for any unused sick leave hours accrued during the prior calendar year; provided that employees will not be permitted to reduce their sick leave balances below four hundred eighty (480) hours through sick leave cash out. Sick leave will be cashed out at a rate of one (1) hour's pay for each four (4) hours of sick leave. Hours cashed out will be deducted from employees' sick leave balance.
- 30.7 Cash Out. Upon retirement or death, an employee or his or her estate will receive cash at the employee's straight-time hourly rate for all sick leave hours. Sick leave will be cashed out at a rate of one (1) hour's pay for each four (4) hours of sick leave. In lieu of a cash payout for sick leave at retirement as provided by this section, an employee will receive the amount of any such payout in the form of a

contribution to a medical reimbursement plan if the employee is eligible to participate in such a plan at the time of his or her retirement.

- 30.8 Reemployment of University Employees. Former University employees who are reemployed within three (3) years of separation will have their former sick leave balance restored for use as provided in this agreement; provided that this provision will not apply to employees whose accrued sick leave was cashed out upon retirement as provided in Section 30.6.

ARTICLE 31 – SHARED LEAVE

- 31.1 Availability of Shared Leave. As permitted by RCW 41.04.650 - 41.04.670 and by this Article, employees may donate accrued vacation leave, sick leave or personal holidays to other state employees who have exhausted or are about to exhaust their own paid leave, and who have been called to military service; suffer from an extraordinary or severe injury, illness or impairment; or who have a relative or household member who is suffering from an extraordinary or severe illness, injury, or impairment; who have volunteered and been accepted into emergency volunteer service in response to a declaration of a state of emergency within the United States; or is a victim of domestic violence, sexual assault or stalking. For purposes of this article, the term relative includes the employee's spouse, child, stepchild, grandparent or parent; the term household member means persons residing in the employee's home who share reciprocal duties of care and financial support with the employee. The donation and use of Shared Leave will be governed by the latest iteration of the RCW and administered by the University's Shared Leave Policy.

ARTICLE 32 – ADDITIONAL REASONS FOR LEAVE

- 32.1 Family Medical Leave. Family Medical Leave will be administered according to the University's Family and Medical Leave policy. In the event that the benefits or requirements of state or federal law in effect at the time of a request for Family Medical Leave are more generous to employees than the University's policy, the University will comply with applicable law.
- 32.2 Parental Leave. Employees may request parental leave for up to four (4) months, including any period of Family Medical Leave pursuant to Section 32.1, for the birth of the employee's child or the placement with the employee of an adopted or foster child. Parental leave, as defined by RCW 49.78, must be taken within one (1) year following the child's birth or placement. Employees may, at their choice, use compensatory time, vacation leave, personal holiday and unpaid leave in any combination during parental leave. During any period of parental leave not covered by Family Medical Leave, an employee who uses less than eight (8) hours of paid leave during a month may continue his or her health insurance coverage by paying the full premium cost for that insurance. The University may deny a request for parental leave beyond any period of Family Medical Leave

based on operational necessity. A response to the leave request will be provided to the employee within fourteen (14) calendar days.

32.3 Leave for Child Care Emergencies. Employees who must miss work due to unforeseen child care emergencies may charge their absence to any accrued paid leave or to unpaid leave; provided that accrued compensatory time must be used before any other paid or unpaid leave. Employees may use no more than three (3) days per calendar year of their accrued sick leave and vacation leave, and may take no more than three (3) days of unpaid leave per calendar year, for child care emergencies. Employees using leave due to child care emergencies are not required to obtain advance approval prior to using leave, but must notify their supervisors of their absence as soon as reasonably possible and no later than the start of their scheduled shift.

32.4 Bereavement Leave. Employees will be granted three (3) days of paid bereavement leave for the death of the employee's spouse, child, parent, parent-in-law, sibling, grandparent, grandchild or household member (as defined in Article 31 – Shared Leave).

32.5 Jury and Witness Leave. Employees subpoenaed to appear for jury service or as a witness will receive pay at their regular rate of pay for work hours missed because of their required service. Employees must notify their supervisors upon receipt of a subpoena for jury or witness duty, keep their supervisors apprised of the schedule for their jury or witness duties, and report to work when the court schedule permits. .

32.6 Military Leave.

32.6.1 Paid Leave.

- (a) Employees will be entitled to military leave with pay not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th, in order to report for active duty, when called, or to take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty in the Washington National Guard or the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States or any organized reserve or armed forces of the United States. Such leave will be in addition to any vacation and sick leave to which an employee is entitled and will not result in any reduction of benefits, performance ratings, privileges or pay. During paid military leave, the employee will receive his or her normal base pay.
- (b) Employees required to appear during working hours for a physical examination to determine physical fitness for military service will receive full pay for the time required to complete

the examination.

- 32.6.2 Unpaid Leave. In addition to paid military leave provided by this section, employees will be granted a military leave of absence without pay for service in the armed forces of the United States or the State of Washington, or in connection with the military deployment of a spouse during a period of military conflict, to the extent required by applicable state and federal law.
- 32.7 Leave Requests. Unless prohibited by military necessity, employees must provide the University with a copy of their orders at the time they request military leave. Requests for military leave will be made as soon as reasonably practical after the employee learns of the need for such leave.
- 32.8 Inclement Weather. If a work location remains fully operational but an employee is unable to report to work, must report to work late, or is unable to remain at work because of severe inclement weather, or conditions caused by severe inclement weather, the employee may use accrued compensatory time, personal holiday time or vacation leave, or take unpaid leave for the period of his or her absence.
- 32.9 Suspended Operations. The decision to suspend part or all of the University's operations because of emergency or other circumstances jeopardizing public health, safety or property, and the consequences of that decision on affected employees, will be governed by the University's Suspended Operations Policy. The Employer will distribute a campus wide e-mail for classified staff from Human Resources following suspended operations detailing how the suspension will be handled regarding time, leave, pay and make-up time.

ARTICLE 33 – LEAVE OF ABSENCE

- 33.1 Purposes. In addition to the circumstances specified elsewhere in this Agreement, the University may approve a leave of absence for the following reasons:
- 33.1.1 To accommodate an employee's illness, disability, or injury;
 - 33.1.2 To permit an employee to complete an educational program;
 - 33.1.3 To permit an employee to serve in the Peace Corps, U.S. Public Health Service or public elected office; and
 - 33.1.4 Other circumstances, if approved by a Vice President.
- 33.2 Conditions Applicable to Leaves of Absence. Employees must submit any request for a leave of absence in writing. Except as required by law, a request for a leave of absence must meet the following conditions:

- 33.2.1 The employee must have successfully completed the probationary period prior to requesting a leave of absence;
 - 33.2.2 The employee must have a bona fide intention of returning to work following the leave;
 - 33.2.3 A non-medical leave of absence must not, in the discretion of the University, interfere with operational necessity.
 - 33.2.4 A leave of absence because of an employee's illness, injury or disability will not be granted until the employee has exhausted any available Family Medical Leave; and
 - 33.2.5 Except for leaves of absence approved to permit an employee to complete an educational program, leaves of absence may not exceed twelve (12) months within a five (5) year period.
- 33.3 Use of Paid Leave. The employee on an approved leave of absence must exhaust all available paid leave, including compensatory time, sick leave (if available for the purpose of the employee's leave), vacation leave, and personal holiday time before taking unpaid leave; provided that an employee granted a leave of absence because of the employee's own disability may use up to thirty-two (32) hours of paid leave at a rate of eight (8) hours per month to remain eligible for paid health insurance.
- 33.4 Cancellation of Leave of Absence. The University may cancel a leave of absence if it establishes that the employee is using the leave for purposes other than those specified at the time of approval, or where there are exigent circumstances requiring the employee's return to work. The University will provide written notice to the employee that a leave of absence has been cancelled, which will set a date for the employee's return to work. Unless otherwise agreed, the employee's failure to return to work on the date prescribed will be considered job abandonment. The University will pay the expense for an independent medical exam to determine an employee's ability to return to work, if earlier than the date prescribed.
- 33.5 Benefits During Leave. An employee on a leave of absence who uses less than eight (8) hours of paid leave during a month is responsible for paying the entire premium cost (both the University and employee shares) of his or her health insurance during an approved leave of absence.
- 33.6 Reinstatement. Employees returning to work following an approved leave of absence will be returned to the position they held prior to the leave of absence or to another position in the same classification; provided that in the event the employee's position is eliminated during the time the employee is on leave, he or she will be notified and provided a time period in which to exercise any rights available pursuant to Article 38 – Reduction in Force.

ARTICLE 34 – OPEN POSITIONS

- 34.1 Opportunities for Internal Applicants. The University recognizes the importance of creating and maintaining opportunities for career advancement for qualified employees. When a bargaining unit position becomes available that the University intends to fill, the University will give priority consideration as provided in this article to qualified classified employees who have applied to transfer, promote or demote into the position. If the University elects to leave an open position unfilled, the University will notify the Union of that fact.
- 34.2 Posting of Vacant Positions.
- 34.2.1 Vacant positions will be posted for a period of at least seven (7) calendar days, during which time internal and external applicants may apply. The posting will include, at a minimum, a description of the work to be performed, the requirements of the position, the rate of pay and the shift.
- 34.2.2 The University will post open positions on its website. Upon written request, employees interested in receiving notice of newly-posted positions will receive email notification of all new postings.
- 34.2.3 Registers created for each open position will be maintained for twelve (12) months.
- 34.3 Posting of Jobs. The University shall have the ability to create an internal only job announcement from which only current University employees will be rated for qualifications. The posting of a position for internal candidate applications will be considered by the appropriate supervisor prior to requesting a job announcement posting that would allow both internal as well as external candidates to apply.

ARTICLE 35 – PROBATION AND TRIAL SERVICE

- 35.1 Probationary Period. Upon each employee's initial appointment into a classified position at the University, the employee will serve a probationary period which allows both the University and the employee to consider the employee's suitability for the position in light of actual job experience.
- 35.1.1 The probationary period for employees hired into classifications other than campus police officer will be six (6) months. The probationary period for campus police officers will extend for twelve (12) months following the successful completion of the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy. In the event the employee is on leave without pay and/or shared leave for more than ten (10) working days during the probationary period, the period will be extended by the cumulative total of any such leave. In addition, the probationary period may be extended by up to six (6) months by mutual agreement between the University and the Union.

An employee who changes positions before successfully completing the probationary period will be required to serve the required probationary period in his/her new position.

- 35.1.2 During the probationary period, an employee serves “at will” and may be terminated or disciplined without notice and without recourse to the grievance procedure.

35.2 Trial Service.

- 35.2.1 Employees who have successfully completed a probationary period will serve a trial service period of six (6) months when they request and are selected for a:

- (a) Promotion;
- (b) Transfer to a position in a new bargaining unit; or
- (c) Lateral move or voluntary demotion to a classification in which they have not previously held permanent status.

In the event the employee is on leave without pay and/or shared leave for more than ten (10) working days during the trial service period, the period will be extended by the cumulative total of any such leave. An employee whose position is reallocated to a higher job classification based on a determination that the employee has been performing the job duties of the higher classification will not be required to serve a trial service period.

- 35.2.2 If, during the trial service period, the University determines that an employee is not succeeding in a new position, the employee will be reverted to an authorized vacant position in a classification in which the employee most recently held regular, cyclic or project status and for which the employee still meets the minimum qualifications. In the event that no such vacant position exists, the employee will be offered the layoff rights provided in Section 38.3. The University may displace an employee from his/her existing position to the extent required to give effect to reversion rights of those employees who have not successfully completed a trial service period (including a trial service period in another bargaining unit).

- 35.2.3 The University’s determination that an employee has not succeeded in a position during a trial service period may not be challenged through the grievance procedure.

- 35.3 Layoff of Displaced Employees. An employee displaced by an employee exercising reversion rights will be provided with his/her layoff rights in accord with Article 38.

ARTICLE 36 – PERFORMANCE EVALUATIONS

- 36.1 Purpose. The purpose of employee performance evaluation is to develop and maintain communication between the employee and his or her supervisor. This communication is intended to achieve a mutual understanding of past performance and an agreement concerning the focus and objectives for future performance.
- 36.2 Frequency of Evaluations.
- 36.2.1 Employee work performance will be evaluated during probationary and trial service periods and annually thereafter. If the supervisor identifies a performance concern during the evaluation period, the supervisor may provide feedback. The supervisor will provide written documentation to the employee with a copy kept in the supervisor's working file.
- 36.2.2 Unless otherwise agreed, the employee who has successfully completed his or her probation or trial service period will be evaluated annually within thirty (30) calendar days of their anniversary date. In the event that an employee's evaluation is not completed within this timeframe, the employee's performance will be considered satisfactory for the prior review period. In the event an employee is absent on the 30th day of the performance evaluation period, the deadline will be extended on a day for day basis.
- 36.3 Evaluation Process.
- 36.3.1 At the time of hire into a new position, an employee will be provided with a copy of his or her job description, class specification, performance expectations and performance rating factors.
- 36.3.2 At the time of hire and annually thereafter during the employee's annual review, the immediate supervisor will discuss with the employee job duties and performance expectations for the coming review period. The employee will be notified of any modifications to the job duties or performance expectations made during the review period.
- 36.3.3 As part of the performance evaluation process, employees will be provided with a written performance evaluation in a form selected by the University, which will include a signature line for the employee to acknowledge receipt of the evaluation and a space to record the employee's comments regarding the evaluation. The employee's supervisor will meet with the employee to discuss the evaluation and the reasons for it. Once completed, the performance evaluation, including the employee's written comments and those of any reviewer in addition to the employee's supervisor, will be copied for the

employee and maintained in the employee's personnel file. In the event that an employee does not have sufficient time to submit their comments to the evaluation prior to the 30 day deadline set forth in Article 36.2.2, the employee may request an additional seven (7) days to submit his/her comments to the reviewer. In such case, the review will be copied for the employee and maintained in the employee's personnel file at the expiration of the additional seven (7) day period.

- 36.4 Grievances. The employee may not challenge the content of any performance evaluation through the grievance procedure in Article 40.

ARTICLE 37 – CORRECTIVE ACTION AND DISCIPLINE

- 37.1 Corrective Action. Corrective action is not discipline and is focused on improving the employee's performance, attendance or conduct. Corrective action involves verbal or written communications from the supervisor to the employee that are designed to assist the employee in correcting the performance, attendance or conduct concern. Non-disciplinary corrective action includes informal discussions, clarification of expectations, performance improvement plans and; coaching and counseling letters. Corrective action does not require compliance with the investigative guidelines. Corrective action may not be challenged through the grievance procedure in Article 40.

37.1.1 Informal discussions, clarifications of expectations, and/or performance improvement plans will be documented to the supervisor's working file. Supervisor's documentation may be used for reference in discipline if the performance, attendance or conduct does not improve. Employees will be provided with a copy of the clarification of expectations or performance improvement plans.

37.1.2 Changes to expectations and/or coaching and counseling letters will be provided to the employee with a copy to the personnel file. Coaching and counseling letters will be removed from their personnel files as described in Article 15.4.

37.2 Discipline

37.2.1 Just Cause. The University will not discipline any employee who has completed the probationary period without just cause.

37.2.2 Types of Discipline. Discipline includes written reprimands, reductions in pay, suspensions, demotions, and discharges.

37.3 Employee Privacy. When disciplining an employee, the University will make a reasonable effort to protect the privacy of the employee.

37.4 University Investigations of Suspected Misconduct.

- 37.4.1 The University will not discipline employees based on alleged or suspected employee misconduct without first conducting an appropriate investigation. The University will investigate and dispose of reports of suspected employee misconduct in an orderly and timely fashion. Within thirty (30) working days of the time management suspects that misconduct may have occurred, the University will notify the employee that an investigation has been commenced, and the subject matter of that investigation; provided that this timeline will not require disclosure of an investigation being conducted by law enforcement, the attorney general's office, or another agency with investigative authority. If a complaint against an employee forms the basis for an investigation, the employee will be notified during the investigation of the identity of the accuser unless such disclosure is prohibited by law, would compromise the investigation or would endanger the safety of the accuser.
- 37.4.2 Upon request, an employee has the right to a Union representative at an investigatory interview called by the University if the employee reasonably believes discipline could result. An employee may also have a Union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available. Employees seeking representation are responsible for contacting their representative. If no representative is available, the meeting will be rescheduled.
- 37.4.3 The role of the Union representative in regard to University-initiated investigations is to provide assistance and counsel to the employee and not interfere with the University's right to conduct the investigation. Every effort will be made to cooperate in the investigation.
- 37.4.4 Employees placed on an alternate assignment during an investigation will not be prohibited from contacting their Union steward unless there is a conflict of interest, in which case the employee may contact another Union steward. This does not preclude the University from restricting an employee's access to University premises.

37.5 Pre-Disciplinary Notice. Prior to imposing discipline involving a loss of pay or termination of employment, the University will inform the employee in writing of the reasons for the contemplated discipline and an explanation of the evidence. The University will provide the Union with a copy. The employee will be provided an opportunity to respond either at a meeting scheduled by the University, or in writing if the employee prefers. A pre-disciplinary meeting with the University will be considered time worked.

37.6 Notice of Reduction in Pay, Demotion or Suspension. The University will provide an employee with fifteen (15) calendar days written notice prior to the effective date of a reduction in pay, demotion or suspension.

37.7 Grievance of Disciplinary Action. The University has the authority to impose

disciplinary action. Employees who have completed probation may challenge disciplinary actions more severe than oral reprimand through the grievance procedure in Article 40.

37.8 Job Abandonment. When an employee has been absent without authorized leave and has failed to contact the University for a period of three (3) consecutive days, the employee is presumed to have abandoned his or her position. The University will make reasonable efforts to contact the employee during this three (3) day period. The University will separate the employee by sending a separation notice by certified mail to the employee's last known address. The employee will have seven (7) days from the date the notice was mailed to petition the University in writing if he or she wishes the University to consider reinstatement. The petition must provide proof that the absence was involuntary or unavoidable. Denial of a request for reinstatement may be challenged through the grievance procedure in Article 40.

ARTICLE 38 – REDUCTION IN FORCE

38.1 Purpose and Notice. In the event that the University determines that financial or operational needs require a layoff, the University will identify the specific position(s) affected by the layoff, and will provide a minimum of thirty (30) days notice to the employee(s) holding positions designated for layoff. The notice will identify whether the layoff is caused by financial or operational needs, and will be copied to the Union. During the notice period, the Union may suggest alternatives to the layoff. For purposes of this Article, a reduction in the regularly scheduled hours of a position will be considered a layoff, and will permit an affected employee to exercise the rights identified in Section 38.3 below.

38.2 Voluntary Alternatives to a Layoff. As part of its consideration of alternatives to a layoff, the University will consider employee requests to voluntarily reduce hours, transfer, demote or take leave without pay.

38.3 Regular and Cyclic Employee and Recall Layoff Rights.

38.3.1 Options In Lieu of Layoff. Regular and cyclic employees who have completed their probationary period and who are designated for layoff will be given the option to move to one of the following positions in lieu of layoff, if that position is available:

- (a) Full-time, regular positions in a class(es) in which the employee has held permanent status; or
- (b) Full-time, regular positions in a lower class(es) in the same series for which the employee is qualified.

As an alternative to full-time, regular positions, employees may elect to have access to positions that are project, part-time or cyclic by making such a request in writing.

- 38.3.2 Available Positions. A position is available under this section if it is a position for which the employee designated for layoff meets any requirements included in the job description, and the position is vacant or:
- (a) Held by the least senior person in the classification; and
 - (b) Held by an incumbent employee with less seniority than the employee designated for layoff.
- 38.3.3 Notification of Options. Employees will be presented, in writing, with a choice among the three (3) highest paid and available positions into which they may move. Employees will have three (3) working days in which to notify the Human Resources Department of their intent to accept an option in-lieu of layoff or to request placement on the layoff list. Employees who do not accept an option within three (3) working days will be deemed to have waived all such options, and will be laid off. Following the option period, a written notice of at least fifteen (15) calendar days will be given prior to layoff or action taken in-lieu of layoff.
- 38.3.4 Regular and Cyclic employees who are scheduled for layoff, have been laid off, or have accepted another appointment in lieu of layoff will be placed on layoff lists for regular, cyclic or project positions for the class(es) in which they have held permanent status and all lower classifications in these class series.
- 38.4 Project Employee Layoff and Recall Rights.
- 38.4.1 Project employees designated for layoff will have layoff rights within their project. Options available within the project will be determined using the procedure outlined in Section 38.3.
 - 38.4.2 Project employees who are scheduled for layoff, have been laid off, or have accepted another appointment in lieu of layoff will be placed on layoff lists for project positions for the class(es) in which they have held permanent status and all lower classifications in these class series.
 - 38.4.3 Employees who have successfully completed probation in a regular or cyclic position and who accept employment in a project position without a break in service will have the layoff rights associated with the position they held immediately prior to accepting project employment.
- 38.5 Layoff Lists. The University will maintain one set of layoff lists for regular/cyclic positions and a second set of layoff lists for project employees. Layoff lists will be University wide, by class, with employees ranked according to seniority. The University will provide the Union with an updated copy of the regular/cyclic and project layoff lists at the end of each calendar year or as

requested.

38.6 Return from Layoff. No open position in a job classification will be posted by the University, and no temporary position in a job classification will be filled, until all employees on the layoff list for that classification have been offered reemployment in the open or temporary position. The term of eligibility for each name on the layoff list will be two (2) years from the date the employee's name is placed on the layoff list, with an extension of an additional year upon written request of the eligible employee. Employees who have accepted a position in lieu of layoff, or are returned to a position following layoff, will be removed from the layoff lists for the classification in which they accept a position and all lower classifications. An offer of reemployment into the employee's previous job classification will be made in writing and sent by certified mail or, if requested by the employee, email. Employees are responsible for notifying the Human Resources Department of any changes to their mail or if applicable, email addresses.

38.7 Benefits Following Recall.

38.7.1 Salary. An employee appointed from a layoff list will assume the salary step held at the time of layoff if he or she is returned to the same class occupied immediately prior to layoff unless this represents a salary reduction for the employee. If an employee accepts a layoff list option the employee's salary at the time of layoff will be retained provided it does not exceed the top step of the classification.

38.7.2 Sick Leave and Seniority. An employee appointed from a layoff list will be credited with sick leave and seniority accrued at the time of layoff.

38.7.3 Increment Date. An employee appointed from a layoff list will have their periodic increment date extended by an amount of time equal to the period of layoff in order to give credit for time served in a salary step prior to layoff.

ARTICLE 39 – SENIORITY

39.1 Seniority Date. Seniority will be based on the employee's date of hire for his or her most recent period of continuous state employment.

39.2 Adjustment of Seniority Dates.

39.2.1 Veterans Preference. Employees who have completed probation and who are veterans or the unmarried widows/widowers of veterans will have added to their seniority their total active military service (or that of their deceased spouse), not to exceed (5) years. For purposes of this article, the term "veteran" means any person who has one (1) or more years of active military service in any branch of the armed forces of the

United States or who has less than one (1) year's service and is discharged with a disability incurred in the line of duty or is discharged at the convenience of the government and who, upon termination of such service, has received an honorable discharge, a discharge for physical reasons with an honorable record, or a release from active military service with evidence of service other than that for which an undesirable, bad conduct, or dishonorable discharge is given.

39.2.2 Unpaid Leave. Approved unpaid leave will not result in a break in service, but will result in adjustment of an employee's seniority date on a day-for-day basis for each day the employee spends on unpaid leave; except as follows:

- (a) Cyclic employees will not have their seniority dates adjusted because of their regularly scheduled period(s) of unpaid leave.
- (b) Employees who are receiving time loss benefits through workers' compensation, and who are not augmenting those time loss benefits through use of other paid leave, will not have their seniority date adjusted unless their time in such status exceeds six (6) months.

39.2.3 Employees will maintain their seniority date during a period of unpaid military leave as required by applicable law.

39.2.4 Layoff. Time spent in layoff status will not be considered a break in service if the employee is recalled to work from a layoff list. Upon recall from a layoff list, an employee's seniority date will be adjusted by the period of time the employee spent in layoff status.

39.2.5 Exempt Appointments. Time spent by employees working in exempt positions will not be considered a break in service. In the event that an employee returns to a bargaining unit position, the employee's seniority date will be adjusted by the period of time the employee spent in an exempt position(s).

39.3 Ties. Ties in seniority will be broken by the following criteria in the following order: length of continuous service in the current job classification; length of continuous service with the University; length of total accumulated time in state service; by lot.

ARTICLE 40 – GRIEVANCE PROCEDURE

40.1 Purpose. The Union and the University encourage problem resolution between employees and management, and are committed to resolving disputes at the earliest opportunity and at the lowest level possible.

40.2 Definition of Grievance. A grievance is a dispute between the University and the

Union, on its own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation or misapplication of an express term or provision of this Agreement.

40.3 Time Limits.

40.3.1 Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Union, on behalf of the employee(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the University fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.

40.3.2 The day after the event, act or omission will be the first day of a timeline under this article. In the event a time limit under this Article ends on a weekend or holiday, the deadline will automatically be extended to the following University business day.

40.3.3 Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day called for under an applicable time limit.

40.4 Submission of Grievances and Responses. All grievances and requests for arbitration must be submitted to the University's chief human resources officer or designee, by fax, hard copy, and/or electronic mail, who will be responsible for distributing the grievance or request to the appropriate University representative for response. All University responses will be submitted to the Union's Spokane business office by hard copy or fax.

40.5 Employee Representation. Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. The grievance will state the name of the employee or the names of the group of employees. The Union, as exclusive representative, is considered the only representative of the employee in each step of the grievance procedure and at any meetings scheduled to discuss a grievance. The Union has the right in each step of a grievance to designate the person who will represent the employee on behalf of the Union.

40.6 Informal Resolution. Employees are encouraged to attempt to resolve complaints through informal discussion with their supervisors prior to filing a grievance.

40.7 Step 1. Regardless of the status of any informal discussion regarding a grievance, the Union, on behalf of the aggrieved employee(s), will submit the grievance in writing to the Human Resources Office within twenty-eight (28) calendar days of the day the employee or Union knew or reasonably should have known of the events giving rise to the grievance. Unless mutually agreed otherwise, following the submission of the grievance at step one the Union, grievant(s) and the appropriate University representatives will meet to clarify the issues raised in the written grievance and/or to explore options for resolving the grievance. The

written statement will include the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The appropriate Administrative Head or designee will respond to the grievance in writing within fourteen (14) calendar days of its receipt.

40.8 Step 2. Should Step One fail to resolve the grievance, within fourteen (14) calendar days following its receipt of the Administrative Head's or designee's response, the Union will submit the written grievance to the Human Resources Office for consideration by the appropriate Vice President, the Provost or the President, depending on the employee's chain of command, or the officer's designee. The appropriate officer or designee will respond in writing to the grievance within fourteen (14) calendar days following its receipt. Unless mutually agreed otherwise, following submission of the grievance at Step Two, the Union, grievant(s) and the appropriate University representatives will meet to discuss the issues raised in the original grievance and/or to explore options for resolving the grievance.

40.9 Step 3. Should Step Two fail to resolve the grievance, the Union will submit a written request to the University to arbitrate the grievance within fourteen (14) calendar days after its receipt of the officer's or designee's response.

40.10 Pre-Arbitration Review. Within fourteen (14) calendar days of the receipt of the arbitration demand, the University will discuss with the Union whether the parties wish to meet to review and attempt to settle the dispute. If the parties do not agree to conduct such a meeting, the University will confirm that fact in writing to the Union.

40.11 Arbitrator Selection.

40.11.1 Within thirty (30) calendar days following a pre-arbitration review meeting or the Union's receipt of written notice that no meeting will take place, the Union may request a list of eleven (11) arbitrators from the American Arbitration Association ("AAA"). The list will be limited to arbitrators from Washington and/or Oregon.

40.11.2 Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives will meet to select an arbitrator. The parties will each strike five arbitrators from the list in an alternating order, and the remaining arbitrator will hear the dispute. The party exercising the first strike will be the loser of a flip of a coin.

40.12 Rules Governing Arbitration.

40.12.1 Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance will be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties

will begin the process described in Section 40.11 to select an arbitrator to rule on the merits of the grievance.

40.12.2 The arbitrator will:

- (a) Be limited to interpreting and applying the terms of this Agreement, and will have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
- (b) Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
- (c) Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement;
- (d) Not have the authority to order the Employer to modify its staffing levels or to direct staff to work overtime.

40.12.3 Arbitrations will take place in accord with the Labor Arbitration Rules of AAA unless the parties agree otherwise in writing. The arbitrator will have the authority to require the presence of employees and/or documents.

40.12.4 The arbitrator will issue a written decision to the parties within thirty (30) calendar days of the close of the hearing or the submission of post-hearing briefs, whichever is later. The decision will be final, conclusive and binding on the University, the Union and the employees; provided that the decision does not include action by the arbitrator beyond his or her jurisdiction.

40.12.5 Arbitration Costs.

- (a) The expenses and fees of the arbitrator and the cost (if any) of the hearing room will be shared equally by the parties.
- (b) If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements and/or cancellations will be shared equally by the parties.
- (c) If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a

copy.

- (d) Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of its case. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if he or she appears during his or her work time; provided the testimony given is relevant and related to his or her job function or involves matters he or she has witnessed. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant, and its representatives.

40.13 Documents Relating to Grievances. Documents related to the processing of a grievance will be maintained and filed separately from the personnel files of the employee(s). Documents relating to disciplinary actions that are later reversed will be removed from the employee's personnel file and any other related files within fourteen (14) calendar days and destroyed or given the employee.

ARTICLE 41 – UNION ACTIVITIES

41.1 Officers and Stewards. The Union will furnish to the University an up-to-date list of officers and stewards and their work locations at least annually with changes as they occur. The University will not recognize any officer or steward whose name does not appear on the list.

41.2 Union Access. Union staff representatives and bargaining unit stewards will have access to University premises at reasonable times and with reasonable advance notice to the appropriate administrator. Such visits will be conducted in a manner that will not be disruptive to University operations or interrupt employees' work time.

41.3 Stewards as Representatives.

41.3.1 Stewards, as part of their representational responsibilities, may participate in the resolution of bargaining unit employees' grievances and concerns. Stewards are authorized to investigate and process grievances and carry out representational responsibilities as representatives of the Union for the bargaining unit.

41.3.2 Employee(s) will have the right to request and to have a representative present during investigatory interviews (as provided in Section 37.4), meetings regarding disciplinary action, meetings regarding grievances, and conferences/discussions with management to discuss the employee's concerns. Management will either grant the request for Union representation or terminate the meeting, conference, or discussion.

41.4 Release Time.

- 41.4.1 Release Time for Representational Activities. Officers and stewards will be released during work hours without loss of pay for reasonable periods of time to perform representational activities as provided in this article; provided that in the event a steward uses more than sixteen (16) hours of release time in any calendar month, the University may contact the Union to discuss the cause of the release time and a method for reducing the amount of release time.
- 41.4.2 Release Time for Collective Bargaining. Up to six (6) members, no more than five (5) of whom work in the same bargaining unit, will be released during work hours without loss of pay to participate in the Union's bargaining team during collective bargaining for a successor to this Agreement; provided that such release time will be limited to time spent meeting with the University's bargaining team and will not be used for bargaining preparation. The Union will provide the University with the names of employees receiving release time prior to the end of each session.
- 41.4.3 Notification and Reporting of Release Time. Union officers, stewards and negotiating team members must notify their supervisors before performing any representational activities that will take them away from work for a period of longer than fifteen (15) minutes, and all release time must be recorded on the employee's time sheet. Supervisors may deny a request for release time and/or request that the employee seek a delay of the meeting for which release time is sought if the employee's presence is necessary to complete a time-sensitive assignment. The University and the Union agree to develop a handout to assist employees in identifying what activities should be recorded as release time and how to correctly record the time on the electronic timesheet.
- 41.4.4 Communications with Employees. Absent prior approval from their supervisors, employees who wish to discuss a matter with a Union officer or steward in a manner that will require more than de minimis time away from work are expected to do so during break time, a meal period, or outside of work hours. Union officers and stewards are expected to remind employees of this obligation.
- 41.5 Attendance at Board Meetings. The Union will designate an employee representative who will be allowed to attend the regularly scheduled Eastern Washington University Board of Trustees meetings and report on Union issues for both bargaining units consistent with the bylaws of the Board of Trustees. The employee representative participating in such meetings will receive her/his regular salary from the University, and such travel and all other expenses as they may incur for attendance at such meetings will be borne by the Union.\

- 41.6 **President Appointed Committee Participation.** The President may appoint union representation on certain University committees. The employee representative participating in meetings for which they have been appointed by the President will receive his/her regular salary from the University, and such travel and all other expenses as they may incur for attendance at such meetings will be borne by the Union.
- 41.7 **Use of Facilities and Services.**
- 41.7.1 University space, facilities, and services (e.g., mail, copiers, phones, fax, electronic communications, etc.) may be used by the Union for the purpose of holding meetings and for the conducting of employee representational functions subject to the availability of space, limitations of state law, and established policies and procedures governing the use of University facilities.
- 41.7.2 **Bulletin Boards.** The University will provide six (6) covered, lockable bulletin boards on the Cheney campus and, if approval can be obtained from Washington State University, one (1) covered, lockable bulletin board on the Riverpoint campus, for use by the Union for Union communication. The Union will designate a staff representative, officer or shop steward who will be responsible for materials posted on the bulletin boards and for keeping the key to the bulletin boards. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws, and identified as Union literature.
- 41.7.3 The University will continue to provide to the Union the trailer with current amenities. Any changes in location of the trailer and/or space must be negotiated with the Union.
- 41.8 **Time Off for Union Activities.** Union officers and stewards may be allowed time off without pay to attend Union-sponsored meetings, training sessions, conferences, and conventions; provided that the time off does not interfere with University operating needs. If the absence is approved, the employees may use accumulated compensatory time or vacation leave instead of leave without pay; provided that any accrued compensatory time must be used in advance of vacation leave.
- 41.9 **Paid Release Time for University Meetings.** Union officers, stewards or other designated employee representatives attending a meeting or function on behalf of the Union at the request of the University will be granted paid release time for such meeting or function.
- 41.10 **New Orientation.** As part of the new hire orientation process, the University will inform all new employees hired in a position included in the bargaining unit of the Union's exclusive recognition and the rights of the employees as set forth in the Agreement. The University will furnish a copy of the Agreement to all employees in this bargaining unit. The University will allow the Union fifteen

(15) minutes during work hours with each new or transferred-in employee to furnish them information and brochures.

ARTICLE 42 – UNION-MANAGEMENT COMMUNICATION COMMITTEE

- 42.1 Purpose and Scope of Authority. The University and the Union will maintain a Union-Management Communication Committee to provide a forum for communication between the parties and to promote constructive labor-management relations. Committee meetings will be used for discussions only; the committee shall have no authority to conduct any negotiations or modify the provisions of this Agreement. The agenda shall be limited to items that are of a group rather than an individual interest or concern and shall not include individual grievances properly processed under the grievance procedure.
- 42.2 Informal Resolution of Issues. The parties acknowledge that informal communication about problems or concerns between employees and supervisors, and between the Union and the University play a vital role in maintaining positive labor relations. Nothing in this Article is intended to discourage employees, supervisors, the Union and the University from discussing issues informally and trying to resolve problems at the lowest level.
- 42.3 Committee Composition. The Union-Management Communication Committee will consist of up to five (5) bargaining unit employees selected by the Union, a Union staff representative, and up to five (5) representatives selected by the University. The Union will provide the University with the names of employee representatives participating in committee meetings at least ten (10) calendar days in advance of the meeting date.
- 42.4 Release Time and Expenses for Committee Meetings. The University will release employee representatives for time spent in committee meetings, and for an additional hour of preparation time immediately prior to a scheduled meeting. Employees attending committee meetings during their scheduled work time shall suffer no loss in pay. Time spent by employees attending committee meetings outside their scheduled work time will not be considered time worked and will not result in additional compensation. The parties are responsible for paying any travel or other expenses incurred by their chosen representatives.
- 42.5 Scheduling of Meetings. Meetings of the Committee will be scheduled quarterly. The Committee may meet more or less frequently as agreed by both parties. Either party may request a meeting of the Union-Management Communication Committee by sending a written request, including a description of the issue(s) to be addressed, to the other party. Requests directed to the University will be submitted to the University's labor relations manager; requests directed to the Union will be submitted to the Union's Spokane business office. Committee meetings will be scheduled at a mutually acceptable time and place. Both parties will provide a written list and description of agenda items at least fourteen (14) calendar days prior to the meeting.

- 42.6 Minutes. The University will designate a person to prepare summary minutes of committee meetings. The content of the summary minutes, which will consist of the issues discussed, the outcome of the discussion, and any agreements reached, will be discussed by the committee at the conclusion of a committee meeting. The final minutes will be provided to all committee members and approved by the committee prior to being posted on the University's labor relations website.

ARTICLE 43 – PRINTING AND POSTING OF AGREEMENT

- 43.1 Printing of Agreement: . The University will distribute copies of this agreement to current employees via campus mail who have not opted out of receiving a hard copy. The University will print sufficient copies of this Agreement for such purposes. Management will provide the Chief Steward with a monthly list of new employees to distribute a copy of the agreement.
- 43.2 Posting of Agreement. The University will make this Agreement available on the University's web site and provide a copy to the Union in both word and pdf electronic format no later than January 1, 2017.

ARTICLE 44 – NO STRIKE

- 44.1 No Strikes. Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform his or her official duty.

ARTICLE 45 – SAVINGS CLAUSE

- 45.1 Partial Invalidity. Should any part of this Agreement or any provision contained herein be determined by a body of competent jurisdiction to be contrary to law, such invalidation of such part or provision will not invalidate the remaining portions hereof and they will remain in full force and effect. The parties will meet to bargain regarding a replacement for any invalidated part or provision.
- 45.2 Change of Law. If any rights contained in state or federal laws or regulations incorporated into this Agreement by reference are repealed or diminished, the parties will meet to bargain regarding the impact of that reduction or diminution.

ARTICLE 46 – WORKPLACE BEHAVIOR

- 46.1 The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not promote a university's business, employee wellbeing, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.
- 46.2 Inappropriate workplace behavior by employees, supervisors and/or managers is prohibited. If an employee and/or the employee's union representative believes the employee has been subjected to inappropriate workplace behavior, the employee

and/or the employee's representative is encouraged to report this behavior to the employee's supervisor, a manager in the employee's chain of command and/or the Human Resources Office pursuant to the Investigation Guidelines.

46.3 Retaliation against employees who make a good faith workplace behavior complaint is prohibited.

46.4 This Article is not subject to the grievance procedure.

ARTICLE 47 – FITNESS FOR DUTY

47.1 Fitness for Duty Exams

1. Employees are responsible for reporting to work fit to perform their jobs.
 - (a) When the University has a documented reason based on the employee's performance as defined by the job description, essential functions and performance expectations to believe that an employee is reporting to work in an unfit physical, mental or emotional condition an employee may be required to undergo an examination by a University selected medical professional for purposes of evaluating his/her fitness for duty. The employee will be provided with written documentation outlining the basis upon which the exam is being required.
 - (b) Prior to referring an individual for an evaluation for his/her fitness for duty concerns, two persons must document their fitness for duty concerns based on specific, articulable observations or information concerning the appearance, behavior, speech, body odors or performance of the employee. Persons authorized to recommend to Human Resources for a fitness for duty evaluation will receive yearly formal training for such purposes. In the event two persons from the same department are not available, the person being made aware of the fitness for duty concerns will request assistance from another available person. With the approval of a Fitness for Duty test for alcohol or controlled substances by the Chief Human Officer or designee per Section 4 below, the employee will be removed immediately from duty and transported to a medical site by a supervisor. The cost of reasonable suspicion exam, including the employee's salary during the testing process, will be paid by the University. With the approval of a medical or psychological Fitness for Duty examination by the Chief Human Resource or designee per Section 4 below, the employee will be removed from duty pending the results of the fitness for duty examination. The cost of the exam, including the employee's salary during the testing and/or examination will be paid by the University.
 - (c) If an employee is required to undergo examination or testing on work time, he/she shall not suffer a loss in pay. The employee will be placed on administrative leave with pay from the time the determination is made that

an examination or test is required until the results are received and reviewed.

2. All employees notified of a positive controlled substance or alcohol test result may request an independent test of their split sample at the employee's expense. If, the independent test is negative, the employer will reimburse the employee. A positive alcohol or controlled substance test may result in discipline in accordance with Article 12. If any employee tests negative and there are remaining concerns regarding the employee's safety and fitness for duty, the employee will be referred for an additional examination by a medical professional per Section 1(a) above.
3. If the employee is found to be unfit for duty following the medical examination he/she will be immediately placed on a medical leave of absence. Should the employee wish to challenge the employer's fitness for duty examination, he/she may submit medical documentation to the employer of their fitness for duty. If a third opinion is deemed necessary, the costs shall be the responsibility of the employer. For third opinions, the parties will agree on a third opinion medical provider to ensure that an evaluation is completed by an appropriate physician or psychologist. Employees will execute an appropriate medical release to allow the medical examination report(s) to be shared with the University to determine fitness for duty and/or initiate the reasonable accommodation dialogue if appropriate.
4. All requests for a Fitness for Duty evaluation will be reviewed and approved or denied by the Chief Human Officer or designee prior to sending an employee for an evaluation. All information will be handled in accordance with Article 15.5 and will not be placed in the employee's personnel file.

ARTICLE 48 – TERM OF AGREEMENT

- 48.1 Effective Date and Term. This Agreement will become effective July 1, 2017, and will continue in full force and effect until midnight June 30, 2019; provided that in accordance with RCW 41.80.090, if this Agreement expires while negotiations between the parties are underway for a successor agreement, the terms and conditions of this Agreement will remain in effect until the earlier of the date a successor agreement becomes effective or one (1) year from the expiration date.

APPENDIX A – REPRESENTED TEMPORARY EMPLOYEES

Only the language of this Appendix, and the provisions of the Agreement expressly referenced in this Appendix, apply to Represented Temporary Employees and will constitute the entire agreement between the Union and the University regarding Represented Temporary Employees.

1.1 Temporary Positions

The University may hire temporary employees to perform bargaining unit work. Individuals in temporary positions are limited to one thousand fifty (1,050) hours of work, excluding overtime hours, in any twelve (12) consecutive month period from the individual's original date of hire. Temporary employees are considered at-will, and may be terminated by the University without cause or notice.

1.2 Represented Temporary Employees

- A. Effective July 1, 2009, Employees other than students who have worked in temporary positions performing bargaining unit work for more than three hundred fifty (350) hours and less than one thousand fifty (1,050) hours (exclusive of overtime hours) in the preceding 12 consecutive months will be included in the bargaining unit according to Section B below and will be considered Represented Temporary Employees.
- B. Represented Temporary Employees will be covered by the terms of this Appendix beginning the third payroll period following the conclusion of the payroll period in which they have reached three hundred fifty (350) regular hours. Employees who have become Represented Temporary Employees will remain in the bargaining unit during the year following a year in which they worked at least three hundred fifty (350) regular hours. For purposes of this subsection, a year will consist of the twenty-six pay periods starting with the pay period following the anniversary date of the employee's date of hire.

1.3 Compensation for Represented Temporary Employees

- A. Represented Temporary Employees will be paid within one of the three (3) pay levels below, based on the duties typically associated with the position. The classifications identified in the description of each level are illustrative, and not intended to be exclusive:
 - 1. Level 1 – Typically, the majority of the work performed is similar to the following classifications: Custodians, Foodservice, Office Assistants, Program Assistant and Grounds and Nursery Specialist 1 & 2.

Pay Range – Minimum wage - \$17 per hour

2. Level 2 - Typically, the majority of the work performed is similar to the following classifications: Secretary Senior, Program Coordinators, Skilled Trades, Paraprofessionals, and Secretary Lead.

Pay Range - \$13 - \$26 per hour

3. Level 3 - Typically, the majority of the work performed is similar to the following classifications: Police Officers, Information Technology Specialists, and Speech Audiologist.

Pay Range - \$20 - \$41 per hour

- B.** A Represented Temporary Employee's initial placement and any subsequent movement within the assigned range will be at the discretion of the University based on the duties of the position, the training/experience of the employee, and available resources.

1.4 Hours of Work and Overtime

The University will assign the hours of work for Represented Temporary Employees. All hours worked in excess of forty (40) hours in a seven (7) day workweek will be considered overtime. Overtime hours will be compensated at a rate of one and one-half (1-1/2) times the employee's regular rate of pay.

1.5 Other Provisions

The following articles in the Agreement apply to Represented Temporary Employees:

Article 1

Article 2

Article 4

Article 5

Article 7

Article 8

Article 9

Article 11 (except for Section 11.1.1(a), which will not apply to Represented Temporary Employees)

Article 12

Article 16

Article 23

Article 26

Article 42

Article 45

1.6 Grievance Procedure

- A.** For the purposes of this Section, a grievance is defined as an allegation by the Union, on its own behalf or on behalf of one or more Represented Temporary Employee(s), that there has been a violation, misapplication, or misinterpretation, of this Appendix. The University's decision to discipline or terminate a Represented Temporary Employee is not grievable.
- B.** Sections 40.3 through 40.8 of Article 40 – Grievance Procedure, apply to Represented Temporary Employees. The Step 2 procedure described in Section 40.8 will be the final step in any grievances filed under this Section.

APPENDIX B- JULY 1, 2017

[To be created.]

APPENDIX C- JULY 1, 2018

[To be created.]

APPENDIX D – JANUARY 1, 2019

[To be created.]

APPENDIX E- POLICE PAY



SPOKANE FIELD OFFICE
 GARDEN COURT BUILDING
 222 W. MISSION AVE., SUITE 201 • SPOKANE, WA 99201-2301
 (509) 326-4422 • 1-800-442-8618 • FAX: (509) 326-4424 • www.wfse.org

AGREEMENT

By and Between

EASTERN WASHINGTON UNIVERSITY

And

THE WASHINGTON FEDERATION OF STATE EMPLOYEES

Following discussions between the parties, Eastern Washington University (EWU) and the Washington Federation of State Employees (WFSE) reached agreement on the following items pertaining solely to recruitment and retention issues within the EWU Police Department.

1. In accordance with Article 19.14.2 of the parties' 2013-2015 Collective Bargaining Agreement, the following classifications will receive special pay of an additional ten (10) ranges:
 - Campus Police Officer
 - Campus Police Corporal
 - Campus Police Sergeant
 - Campus Police Investigator
2. The employee(s) will be placed on the new range at the same step as step on their current range.
3. The parties recognize that this agreement is non-precedent setting and takes effect upon *July 1, 2014*, the signature of the parties.

Carol Hartman

 EWU Date *6-11-14*

[Signature]

 WFSE Date *6-11-14*

OLYMPIA FIELD OFFICE
 629 Columbia St. Ext. Suite 600
 Olympia, WA 98501
 (360) 786-1302
 1-800-624-1256
 Fax: (360) 786-1336

SEATTLE FIELD OFFICE
 6962 7th Ave. S., Suite 220
 Seattle, WA 98148-3407
 (206) 525-5303
 1-800-324-5754
 Fax: (206) 525-5365

SPOKANE POINT FIELD OFFICE
 15710 Spokane Point Blvd., Suite 306
 Arlington, WA 99224-4136
 (509) 639-4332
 1-800-697-3816
 Fax: (509) 637-3338

STATE HEADQUARTERS
 1212 Jefferson St., S.E., Suite 300
 Olympia, WA 98511-2332
 (360) 925-7635
 1-800-692-6002
 Fax: (360) 352-7638

TACOMA FIELD OFFICE
 8033 Tacoma Mall Blvd.
 Tacoma, WA 98414-6929
 (253) 581-4462
 1-900-924-5763
 Fax: (253) 581-4464

VANCOUVER FIELD OFFICE
 3305 Merit St., Suite 103
 Vancouver, WA 98663-2221
 (360) 725-1115
 1-800-984-2335
 Fax: (360) 726-1121

YAKIMA FIELD OFFICE
 3804 Cent. Road, Suite H
 Yakima, WA 98906-7151
 (509) 432-6285
 1-800-438-9085
 Fax: (509) 457-9388

Signed the _____ day _____, 2016.

By _____

Greg Devereux
Executive Director
Washington Federation of State Employees

By _____

Jim Murphy
Chair, Board of Trustees
Eastern Washington University

By _____

Sherri-Ann Burke
Chief Negotiator
Washington Federation of State Employees

By _____

Dr. Mary Cullinan
President
Eastern Washington University

**Washington Federation of State Employees
Bargaining Unit 1 & 2 Team Members**

Eastern Washington University

Barbara Boots

Greg Crary

Lorraine Hill

Joseph Fuxa

Heather Lieske

Shawn King

David Sundstrom

Linda Kiefer

Jose Gomez Villasano

Trent Lutey

Craig Walker

Neil Woolf

Kathleen Warren

Lesli Younger

Public School Employees of Washington

Agency: Eastern Washington University

Decision Package Code/Title: Public School Employees of Washington

Budget Period: 2017-19

Agency Recommendation Summary

Eastern Washington University and the Public School Employees of Washington reached an agreement on September 1, 2014 for the period September 1, 2014 through December 31, 2017. This agreement covers all full-time and part-time exempt employees of Eastern Washington University as defined in RCW 41.56.021 assigned to provide Student Counseling and employees assigned to Extension/Continuing Education. The agreement includes compensation increases for three years through December 2017. Eastern and the Public School Employees of Washington have not begun negotiations for a future agreement.

Fiscal Summary

Public School Employees						
Total 2016 Salary Base \$5,580,000						
Fund Source	001-1		148-6		149-6	
	FY18	FY19	FY18	FY19	FY18	FY19
1.75% General Increase - Jan 2017	18,000	18,000	26,000	26,000	20,000	20,000
Total	18,000	18,000	26,000	26,000	20,000	20,000

Summary of Contract Provisions

- Effective January 1, 2017 all salary ranges receive a 1.75% increase

Expenditure calculation & assumptions:

Public School Exempt Employee incremental benefits are estimated at 18.11%. The fund split used to allocate between 001-1 General Fund and 149-6 Inst of HI ED-Operating Fee Acct are 47.2% - 001 and 52.8% 149.

For additional information contact Alexandra Rosebrook, Director of Budget Services (509) 359-7364 or arosebrook@ewu.edu.

**ATTACHMENT A-2
Non-Faculty Collective Bargaining Agreement Impact Template**

Please provide this information for each negotiated compensation adjustment, other than those negotiated by the OFM Labor Relations Office.

This information should be provided in addition to the cost summary by fiscal year and by fund described in the special higher education budget instructions.

Agency 370 -Eastern Washington University

Bargaining Unit Title Public School Employees of Washington

Bargaining Unit Code

For EACH Increase:

Increase Amount - %	or	Increase Amount - \$ Amount	Effective Date	End Date (if Any)
1.75%		1/1/2017		

Describe increase:

General Salary Adjustment

In addition to the above information, provide additional information for certain types of increases:

For Increases to Specific Job Classes:
(add rows as needed)

Job Class Code	Job Class Title

OR

For longevity pay (increase after certain years of service), seniority pay (increase after certain years in job class), additional leave time
(add rows as needed)

Job Class Code	Job Class Title	Employee ID Number	Employee Name

OR

For assignment pay, special skills pay, shift differentials, locality or geographic pay:

(add rows as needed)

Job Class Code	Job Class Title	Employee ID Number	Employee Name	Expected Number of Hours per Year

EASTERN WASHINGTON UNIVERSITY
AND
PUBLIC SCHOOL EMPLOYEES OF WASHINGTON
September 1, 2014 – December 31, 2017

TABLE OF CONTENTS

	Page
Preamble	1
ARTICLE 1: Union Recognition	1
ARTICLE 2: Scope of Agreement.....	1
ARTICLE 3: Union Membership and Dues	2
ARTICLE 4: Employee Rights.....	3
ARTICLE 5: Union Activities	5
ARTICLE 6: Management Rights	7
ARTICLE 7: Labor-Management Committee	8
ARTICLE 8: Nondiscrimination and Affirmative Action	8
ARTICLE 9: Reasonable Accommodation and Disability Separation.....	9
ARTICLE 10: Health and Safety	10
ARTICLE 11: University Equipment and Supplies.....	11
ARTICLE 12: Confidentiality	12
ARTICLE 13: Personnel Files	13
ARTICLE 14: Membership Reports	14
ARTICLE 15: Types of Appointments.....	15
ARTICLE 16: Compensation	16
ARTICLE 17: Hours of Work	17
ARTICLE 18: Meals and Rest Periods.....	18
ARTICLE 19: Overtime	18
ARTICLE 20: Holidays	20
ARTICLE 21: Vacation	21
ARTICLE 22: Health Insurance	22
ARTICLE 23: Voluntary Employees Beneficiary Association (“VEBA”).....	22
ARTICLE 24: Travel	22
ARTICLE 25: Licensure and Certification.....	22
ARTICLE 26: Employee Development and Tuition	23
ARTICLE 27: Child Care	23
ARTICLE 28: Suspended Operations and Inclement Weather	23
ARTICLE 29: Sick Leave and Leave Sharing.....	24
ARTICLE 30: Other Leave.....	26

ARTICLE 31: Vacancies 27
ARTICLE 32: Probation 27
ARTICLE 33: Performance Evaluations 28
ARTICLE 34: Discipline 28
ARTICLE 35: Reduction in Force 30
ARTICLE 36: Grievance Procedure 31
ARTICLE 37: No Strike 34
ARTICLE 38: Savings Clause 34
ARTICLE 39: Term of Agreement 34
Appendix A – Unit Description 35
Appendix B – Salary Ranges 36

PREAMBLE

This Agreement is made and entered into by Eastern Washington University, referred to as the “University”, and the Public School Employees of Washington (“PSE”), referred to as the “Union.” Employees represented by the Union are referred to as “Employees.”

The parties agree that it has been and will continue to be in their mutual interest:

- To promote constructive attitudes of understanding and cooperation in Union-Management relations;
- To promote fair and reasonable working conditions;
- To promote efficiency and productivity in the performance of the work and accomplishment of the University’s programs;
- To promote procedures and methods to promptly and fairly adjust differences and misunderstandings between the University and the Union;
- To encourage an environment of cooperation, support for the University’s mission and goals, and harmony between the Union, the University and Employees.

The Preamble will not be subject to the grievance process.

ARTICLE 1: UNION RECOGNITION

- 1.1 The University recognizes the Union as the sole and exclusive bargaining representative for the Employees in the bargaining unit certified by the Public Employment Relations Commission.
- 1.2 A description of the existing bargaining unit is attached as Appendix A.
- 1.3 The University agrees not to enter into any agreement or contract with bargaining unit Employees, individually or collectively, which conflicts with the terms of this Agreement unless the Employee(s), Union and University specifically agree to such agreement.
- 1.4 Removal from the Bargaining Unit. The University will notify the Union of any positions that the University proposes to remove from the bargaining unit. This information will be provided to the Union via an electronic format mutually agreed to by the parties.

ARTICLE 2: SCOPE OF AGREEMENT

- 2.1 Application of University Policies. This Agreement supersedes specific provisions of University policy with which it conflicts. If no conflict exists, Employees will be subject to all University policies. The University will provide the Union with forty-five (45) days’ notice, and an opportunity to provide input, prior to implementation of any proposed policy change during the term of this Agreement that affects Employee working conditions.
- 2.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and it supersedes any prior written or oral agreements between the parties. Any past

practice existing prior to January 1, 2014, whether written or oral, is null and void, unless specifically preserved in this Agreement.

2.3 Bargaining Over Mandatory Subjects.

2.3.1 Except as permitted in this Agreement or by applicable law, the University will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The University will notify the Union of the proposed changes and the Union may request discussions about and/or negotiations on the impact of these changes on Employee's working conditions. In the event the Union does not request discussions and/or negotiations within fourteen (14) calendar days, the University may implement the changes without further discussions and/or negotiations; provided that the Union may request an extension of the timeline in this section which will not be unreasonably denied. There may be emergency or mandated conditions that are outside of the University's control requiring immediate implementation, in which case the University will notify the Union as soon as possible.

2.3.2 The parties will agree to the location and time for discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

2.4 Headings. Headings and subheadings in the Agreement are included for ease of reference only. They do not provide full notice of the terms of any portion of this Agreement.

ARTICLE 3: UNION MEMBERSHIP AND DUES

3.1 Union Membership.

3.1.1 Dues and Agency Fees. Subject to the provisions of this Article, Employees who are members of the Union as of the effective date of this Agreement will remain members in good standing for the term of the Agreement. Any Employee who, as of the effective date of this Agreement is not a member of the Union, and any Employee hired after the effective date of this Agreement will, within thirty (30) days, become and remain a member of the Union. In the event any Employee wishes to withdraw from the Union, or does not wish to become a member of the Union, the Employee will have the right to decline membership in the Union under the following circumstances:

- (a) An Employee who asserts a right of non-association based on bona fide religious tenets or the teachings of a religious body of which the Employee is a member will pay an amount of money equal to regular dues to a nonreligious charity or to another charitable organization mutually agreed upon by the Employee and the Union.
- (b) If an Employee for reasons other than religious belief does not wish to be a member of the Union, that Employee will proportionately and fairly share in the cost of the collective bargaining process by paying to the

Union a representation fee. The representation fee will be fixed at the amount of dues and initiation fees uniformly required of each member of the bargaining unit to defray the cost of services rendered by the Union in negotiating and administering this Agreement.

3.1.2 Compliance. In the event an Employee fails to meet the requirements set forth in Section 3.1.1, the Union will notify the University of this fact, with a copy to the Employee. The Employee will comply within thirty (30) days of receipt of such reminder.

3.2 Union Dues and Fees.

3.2.1 The University will make deductions each pay period from the pay of Employees for regular Union dues, representation fees and initiation fees, as identified by the Union; provided the Union provides to the University a written authorization from the Employee for such deductions. The Union will notify the University at least thirty (30) days in advance of any changes in its fees.

3.2.2 The University will remit a payment for all representation fees to the Union at the end of each pay period. Accompanying the remittance will be a listing of the names, unique Employee identification numbers, membership status, total wages for the time period, and the amount remitted for all Employees from whom deductions were made.

3.3 Indemnification and Hold Harmless. The Union agrees to indemnify and save 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. The University will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article. If requested by the Union in writing, the University will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution.

ARTICLE 4: EMPLOYEE RIGHTS

4.1 Liability Protection. Whenever an action or proceeding for damages is filed against any Bargaining Unit Employee arising from his/her act or omission while performing his/her official duties, such Employee(s) may request that the Attorney General defend the action or proceeding at the expense of the state. If the Attorney General determines that the Employee was acting in good faith and within the course of his or her official duties, the Attorney General will defend the Employee. If the body presiding over the action determines that the Employee was acting within the scope of his or her official duties and enters a judgment against the Employee, the judgment will be satisfied by the state.

4.2 Use of Internet. Employees may make *de minimis* use of the University's Internet system for personal business during meal periods or breaks, subject to the limitations in applicable University policy and state law.

- 4.3 Use of Email. Employees may make *de minimis* use of University email for non-University matters, including communications with Union representatives, subject to the limitations in applicable University policy and state law.
- 4.4 No Retaliation.
- 4.4.1 It is agreed that all Employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union.
- 4.4.2 Each Employee shall have the right to bring matters of personal concern to the attention of appropriate union representatives and/or appropriate officials of the University.
- 4.4.3 Employees will not suffer retaliation or other adverse job action as a result of making a good faith report of harassment, discrimination, or workplace violence. Where the University determines that such a complaint has merit, it will consider the complainant's desires in determining appropriate remedial or corrective measures.
- 4.5 Accommodation of Religious Beliefs. The University will consider accommodations requested by the Employees because of their religious beliefs, and will provide such accommodations when there is no more than a nominal cost to the University and the accommodation does not impair operations or disadvantage other Employees, or the accommodation is otherwise required by applicable law.
- 4.6 Garnishments/Fines/Deductions from Wages. No deductions will be made from an Employee's wage for garnishments or fines without an appropriate court order or written permission from the Employee.
- 4.7 Access to Information. Employees and the Union will have access to University held information in accordance with RCW 42.56.
- 4.8 Surveillance. The University will post signs or otherwise notify Employees of work areas that are being monitored. Only law enforcement officials will be permitted to authorize electronic surveillance in locations of suspected criminal activity.
- 4.9 Workplace Harassment and Violence. The University prohibits harassment, violence or threats of violence in the workplace, and Employees have a right to a workplace free from such prohibited behavior. The University will maintain and enforce policies prohibiting workplace harassment and violence. The University will provide channels for Employees to report concerns regarding workplace harassment or violence, and will promptly investigate concerns or complaints raised. Employees should promptly report to the University any conduct that they believe violates University policy. Affected Employees will be notified of the outcome of any such investigation, and any actions taken by the University as a result.

- 4.10 Polygraph Testing. No Employee will be required to take a polygraph examination as a condition of retaining employment with the University, nor will an Employee be subject to discipline for the refusal to take a polygraph examination.

ARTICLE 5: UNION ACTIVITIES

- 5.1 Officers and Stewards. The Union will furnish to the University an up-to-date list of officers and stewards at least annually, with changes as they occur. The University will not recognize any officer or steward whose name does not appear on the list.
- 5.2 Use of Facilities. University facilities may be used by the Union for the purpose of holding meetings and for the conducting of Employee representational functions subject to the availability of space, limitations of state law, and established policies and procedures governing the use of University facilities.
- 5.3 Use of Services and Equipment. Union officers and stewards may make *de minimis* use of state-owned or operated campus mail, telephones, fax machines, the Internet, or intranets for the exclusive purpose of administering this Agreement. Union officers and stewards may also make *de minimis* use of state-owned or operated e-mail for the exclusive purpose of administering this Agreement, including scheduling Union meetings. Except as permitted in this Section, state-owned or state-provided equipment, services or supplies may not be used for conducting internal Union business; provided that the Union may use copiers or other normal office equipment by reimbursing the University according to the same reimbursement policies that apply to the other outside, non-University clients.
- 5.4 Distribution of Agreements.
- 5.4.1 Printing of Agreement. The University will provide a final copy of this Agreement to the Union in an electronic format. The Union will be responsible for printing the Agreement. The Union will also provide fifty (50) copies of the printed agreement to the University.
- 5.4.2 Posting of Agreement. The University will make this Agreement, and any memoranda of understanding or letters of agreement, available on the University's web site.
- 5.5 University Access. Representatives of PSE, upon making their presence known to the University's labor relations manager, shall have access to the University's premises during business hours; provided that conferences or meetings between Employees and PSE representatives will not interfere with the University's operations.
- 5.6 Parking Permit. The Employee representative will be provided one (1) campus parking permit without charge in order to perform representation obligations.
- 5.7 Attendance at Union Meetings. With prior supervisor approval, which will not be unreasonably withheld, Employees will be allowed to flex their work schedule, telecommute from their off campus work location, use accrued vacation or compensatory

time at the Employee's option to attend PSE local meetings that occur during the Employees' normal work time.

- 5.8 New Employee Orientation. As part of the new hire orientation process, the University will inform all Employees newly hired into a bargaining unit position of PSE's representation. The University will allow the Union fifteen (15) minutes during each orientation to furnish new Employees with information about Union representation. The University will provide the Union's membership officer a minimum of two (2) days' notice of the time, date and location of a new Employee orientation, along with the name and position of the new Employee(s) scheduled for orientation.
- 5.9 Paid Release Time for Officers, Stewards and Representatives. Except as permitted by this Section, work time will not be used for Union activities. Union officers, stewards, representatives and negotiating team members must notify their supervisors before using release time for representational activities permitted by this Section that will take them away from work for a period of longer than fifteen (15) minutes. Where necessary for the University's operational needs, the supervisor may deny a request for release time and/or request that the Employee seek a delay of the meeting for which release time is sought, if possible.
- 5.9.1 An officer or steward will be released during work hours without loss of pay for reasonable periods of time to meet with the University to perform representational activities regarding issues arising out of this Agreement, including but not limited to Labor Management Committee Meetings and meetings arising out of the grievance process.
- 5.9.2 Union officers, stewards or other designated Employee representatives attending a meeting or function on behalf of the Union at the request of the University will be granted paid release time for such meeting or function.
- 5.9.3 Up to five (5) Employees will be provided with release time for time spent in the parties' scheduled negotiation sessions; provided that no more than one (1) Employee from any department will participate at the same time without prior approval from the Labor Relations Director.
- 5.10 Employee Discussions with Union Officers and Stewards. Absent prior approval from their supervisor(s), Employees who wish to discuss a matter with a Union officer or steward in a manner that will require more than *de minimis* time away from work are expected to do so during break time, a meal period, or outside of work hours. Union officers and stewards are expected to abide by and remind Employees of this obligation.
- 5.11 Time Off for Union Activities. Union officers and stewards may be allowed time off without pay to attend Union-sponsored meetings, training sessions, conferences, and conventions; provided that the time off does not interfere with University operating needs. If the absence is approved, the Employees may use accumulated compensatory time or vacation leave instead of leave without pay if requested; provided that any accrued compensatory time must be used in advance of vacation leave.

- 5.12 Union Leadership Positions. In the event that a bargaining unit member is selected by the Union for a leadership position requiring his/her absence from the University for an extended period, the parties will meet to discuss the request, whether the University can accommodate the Employee's absence, and the terms of any approved leave of absence.
- 5.13 If the University forms a committee including representatives from other unions to discuss or recommend changes to University policy or procedures that impact wages, hours or working conditions of bargaining unit Employees, the Union will be permitted to identify a representative if it so requests.

ARTICLE 6: MANAGEMENT RIGHTS

- 6.1 The University reserves the right to manage its affairs in accord with its lawful mandate, and retains all management powers and authority recognized by law and not specifically abridged, delegated or modified by the terms of this Agreement. These rights include, but are not limited to, the rights to:
- 6.1.1 Plan, direct and control all operations and services of the University, including its mission, budget, strategic direction, service levels, staffing levels and resource requirements;
 - 6.1.2 Determine the methods, means, and organization by which University operations and services shall be undertaken and accomplished;
 - 6.1.3 Develop, interpret, amend and enforce written policies, procedures and rules governing the University and the workplace;
 - 6.1.4 Discipline or discharge Employees;
 - 6.1.5 Assign work, schedule the hours of work, alter work schedules and authorize overtime;
 - 6.1.6 Establish the duties and responsibilities of positions and Employees, including the development and alterations of position descriptions;
 - 6.1.7 Establish and implement policies and procedures for evaluating the performance of Employees;
 - 6.1.8 Determine the kind and location of facilities;
 - 6.1.9 Plan and implement any reductions in force, including the determination of the reason for any reduction in force and the identification of the specific position(s) or job classifications affected by a reduction in force;
 - 6.1.10 Recruit, hire and promote Employees based on standards established by the University; and

- 6.1.11 Determine the need for additional training and assign Employees to complete any such training.
- 6.2 The University acknowledges its obligation to bargain the impacts of its exercise of management rights if such bargaining is timely demanded by the Union.

ARTICLE 7: LABOR-MANAGEMENT COMMITTEE

- 7.1 Purpose and Scope. The Employer and the Union will maintain a Labor-Management Committee to provide a forum for communication between the parties and to promote constructive labor-management relations. Committee meetings will be used for discussions only. The committee will have no authority to conduct any negotiations or modify the provisions of this Agreement. The agenda shall not include individual grievances properly processed under the grievance procedure.
- 7.2 Representation. The Labor-Management Committee will consist of up to three (3) bargaining unit Employees selected by the Union, a PSE staff representative and up to four (4) representatives selected by the University.
- 7.3 Scheduling of Meetings. Either party may request a meeting of the Labor-Management Committee by sending a written communication to the other party including a description of the issue(s) to be addressed. The meeting will be scheduled at a mutually acceptable time and place. The committee will be scheduled to meet quarterly, unless there is mutual agreement for more or less frequent meetings. In the absence of any agenda items, the parties will forgo a scheduled meeting.
- 7.4 Other Communications. Nothing in this Article shall preclude the parties from discussing issues of mutual concern outside the context of the Labor-Management Committee.
- 7.5 Summary of Discussions. Items discussed at a Labor-Management Committee meeting will be documented in a summary of the meeting and shared with all participants.

ARTICLE 8: NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.1 Compliance with State and Federal Law. The parties acknowledge their mutual support for equal employment opportunity and their commitment to abide by all state and federal laws regarding nondiscrimination and affirmative action in the workplace.
- 8.2 Affirmative Action. The parties support and will cooperate in the implementation of the University's affirmative action programs. The University's affirmative action officer (or designee) will provide the Affirmative Action Plan to the Union at the time of its completion.
- 8.3 Nondiscrimination. Neither the University nor the Union shall discriminate against any Employee on the basis of age; sex; sexual orientation; national origin; military status; status as an honorably discharged veteran, disabled veteran or Vietnam era veteran; race; color; creed; religion; sensory, mental or physical disability; gender expression or identity; marital status; genetic information; union membership; or any other protected

class under state or federal law. Bona fide occupational qualifications based on the above traits do not violate this section.

- 8.4 Actions for Violations of this Article. Employees may challenge practices or actions that they allege violate the provisions of Sections 9.1 and 9.3 through the University's Discrimination Policy and procedures, and/or using those remedies available through applicable law. Alleged violations of Sections 9.1 and 9.3 will not be the subject of grievances under Article 36 – Grievance Procedure of this Agreement.

ARTICLE 9: REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

- 9.1 Compliance with Applicable Law. The University, Union and Employees will comply with all relevant federal and state laws and regulations, and with the provisions of the University policy, in providing reasonable accommodations to qualified individuals with disabilities.
- 9.2 Request for Accommodation. An Employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation from the University's affirmative action officer. Employees requesting accommodation must cooperate with the University in discussing the need for and possible form of any accommodation. The Employee must provide supporting medical documentation with any request for accommodation, and the University may require the Employee to obtain a second medical opinion at University expense. Medical information disclosed to the University will be kept confidential and disclosed on a need-to-know basis.
- 9.3 Determinations Regarding Accommodations. The University will determine whether an Employee is eligible for a reasonable accommodation, and the accommodation, if any, to be provided.
- 9.3.1 The University is not required to create a position, displace another Employee or move an Employee into a position for which the Employee is not qualified.
- 9.3.2 In addition to providing medical information as described above, the Employee is responsible for providing the University with current information showing skills, abilities, training and experiences. The University is responsible for informing the Employee of his or her responsibility to provide this information.
- 9.4 Disability Separation. If an Employee is unable to perform the essential functions of the Employee's position due to a disability that cannot be reasonably accommodated, including consideration of whether to move the Employee to a vacant position for which he/she is qualified, the Employee will be separated from service due to disability. Prior to any final decision regarding a disability separation, the University will notify the Employee of its determination, and provide the Employee (and his/her Union representative, at the Employee's election) with an opportunity to discuss that determination. Disability separation is not a disciplinary action.

- 9.5 Actions for Disputes Over Accommodation and Disability Separations. Employees may challenge issues relating to the University’s determination regarding a request for accommodation using the University’s Accommodating Persons With Disabilities Policy, including the internal complaint process in that policy and/or using those remedies available through applicable law. Disputes regarding these issues will not be subject to grievances under Article 36 – Grievance Procedure.

ARTICLE 10: HEALTH AND SAFETY

- 10.1 Responsibility for Safety. The University, Employees and the Union share responsibility for workplace safety.
- 10.1.1 The University will provide a work environment that complies with applicable safety standards established by the Washington Industrial Safety and Health Act (“WISHA”). The University will provide Employees with required safety equipment, personal protective equipment and apparel.
- 10.1.2 The Union and the University will work cooperatively on safety-related matters and encourage Employees to work in a safe manner and report any issues of concerns to the appropriate University officials.
- 10.2 Unsafe Working Conditions. An Employee who is given an assignment that he or she reasonably believes will be detrimental to his or her health will immediately notify his or her supervisor. The Employee will not be required to perform the alleged unsafe assignment, and will not receive discipline for refusing to do so, until the matter has been reviewed with the Employee’s supervisor. If such a review does not resolve the matter, it will be referred to the University’s Environmental Health and Safety staff. At the Employee’s request, a Union representative will participate in any review conducted pursuant to this section.
- 10.3 Alcohol and Drug-Free Workplace. All Employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs. The University and all Employees must comply with the provisions of the Drug-Free Schools and Communities Act, the Drug-Free Schools and Campuses Regulations, the provisions of WAC 172-64 (Alcohol Policy at Eastern Washington University), and the University’s Drug and Alcohol Abuse Prevention Policy.
- 10.4 Safety Committees. The Union will designate an Employee from its represented unit to serve on the University-wide safety committee. In the event the University forms additional safety committees or sub-committees with responsibilities for areas in which Union Employees are working, the Union will be permitted to select a representative from its unit to sit on any such committee. Safety committee meetings will be conducted in accordance with WAC 296-800-13020.

10.5 Safety Training and Assessments.

10.5.1 The University will provide training to affected Employees regarding prevention of back, repetitive motion, static loading and other common workplace injuries.

10.5.2 Employees may request an evaluation of their work station or work site to address ergonomic and other safety issues, including issues involving use of computer monitors, furniture or equipment needs. The University's environmental health and safety office will conduct such assessments. Recommendations for alterations to the workstation identified during an assessment will be shared with the affected Employee's supervisor and with the Employee.

10.6 On-the-Job Injuries. An Employee who suffers a work-related illness or injury should report that illness or injury to his or her supervisor within twenty-four (24) hours, unless the Employee is prevented by incapacity from doing so. If the illness or injury is one for which time-loss payments are provided through the workers' compensation system, the Employee may choose to receive only such time-loss payment, or may choose to use paid leave in combination with workers' compensation benefits as follows:

10.6.1 An Employee choosing to take sick leave while receiving workers' compensation benefits will receive his or her full sick leave pay, but must turn over to the University the time-loss payments he or she receives. The Employee's sick leave balance will be credited based on the value of time-loss payments paid to the University.

10.6.2 An Employee choosing to use compensatory time, vacation leave or personal holiday leave while receiving workers' compensation benefits will receive the full value of such paid leave in addition to his or her time-loss payments to the University.

10.6.3 Employees will not be required to use Family Medical Leave for work-related illness or injuries covered by workers' compensation.

ARTICLE 11: UNIVERSITY EQUIPMENT AND SUPPLIES

11.1 Equipment. The University will provide Employees with the equipment and supplies necessary to perform their job responsibilities. Supervisors will determine equipment (e.g., computers, University vehicles) needed by each Employee. All such equipment will be issued, used and maintained as provided by applicable University policy and state law.

11.2 Logo Wear/Identification. Employees in customer- or student-service positions may be required to wear clothing, badges and/or name tags identifying them as University Employees for special events.

- 11.2.1 Where specific clothing items are required, the University will provide Employees with the required clothing. Prior to making a decision to purchase or modify special clothing, affected Employees will be given the opportunity to provide input into the clothing selection.
- 11.2.2 Any required logo wear/identification will be repaired or replaced by the University at its election on a fair wear-and-tear basis.
- 11.3 University-Provided Cell Phones. The University will provide a cell phone to those Employees who have a legitimate business need to be readily accessible for required or essential University communications because of:
 - 11.3.1 Frequent business travel or frequent work at a remote location;
 - 11.3.2 The need to initiate or receive communications in emergency situations;
 - 11.3.3 The need to be accessible and available when away from an assigned land-line telephone or after business hours; and/or
 - 11.3.4 The need to access email, calendars or other information not available through other means.

ARTICLE 12: CONFIDENTIALITY

- 12.1 Confidentiality of Employees' Personal Information. Personal and medical information regarding Employees, including information stored in electronic form, will be maintained, accessed and used in a confidential manner. The University will not release Employee personal information to third parties to the extent that disclosure would violate an Employee's right to privacy as defined by RCW 42.56.050, unless disclosure is compelled by the University's legal obligations or by court order.
- 12.2 Request for Employee Personal Information. The University will promptly notify affected Employees when it receives a request by a third party to release confidential, personal information about an Employee, including information related to the Employee's job performance contained in the Employee's official personnel file, or when the University proposes to release such information on its own initiative. Affected Employees will be provided with seventy-two (72) hours following the notice to consult with the University's public records officer or designee regarding the potential disclosure. Following consultation, the Employee will be permitted an additional seven (7) calendar days, unless a longer period is mutually agreed, in which to seek a legal order precluding the disclosure. Where the information proposed for release would affect a group of Employees, the employer will also provide the Union with written notice of the request.
- 12.3 Protection of Social Security Numbers. The University will not use Employees' social security numbers except as permitted by law. The University will redact Employee's social security numbers from any document produced pursuant to a Public Disclosure Act request.

- 12.4 Compliance with University Confidentiality Expectations. Employees will comply with the University's confidentiality expectations with respect to information disclosed to them in the course of their job duties. The University will notify Employees of the expectations and conduct training as appropriate for Employees exposed to confidential information.

ARTICLE 13: PERSONNEL FILES

- 13.1 Maintenance of Official Personnel Files. The University will maintain an official personnel file for each Employee, which will be kept in Human Resources Services. No material will be entered into the personnel file more than one (1) year after its creation. Performance, corrective action or disciplinary documents relating to the Employee that are not included in the official personnel file may not be used as evidence in any grievance arbitration regarding discipline of the Employee.
- 13.2 Grievance and Investigation Files. Grievance and investigation files will not be included in an Employee's personnel file. Such files will be housed in a separate file maintained by the chief human resources officer or designee.
- 13.3 Access to Official Personnel Files.
- 13.3.1 Upon request, Employees may inspect the contents of their official personnel file.
- 13.3.2 With written approval of the Employees, the Union may review Employees' official personnel files. Email notification shall be sufficient written approval.
- 13.3.3 Authorized management representatives with legitimate business need; supervisors in the Employee's chain of command; and Human Resources, Budget and Payroll Services representatives may access Employee's personnel files.
- 13.3.4 Employees and the Union may request copies of documents from official personnel files as part of a review of the file under this Section without charge.
- 13.4 Employee Supplied Information. Materials placed in an Employee's personnel file regarding performance or discipline will first be provided to the Employee. Employees who challenge or dispute material included in their personnel file have the right to submit responsive material for inclusion in their file. Employees may also place information relating to their performance or qualifications in their personnel file to document performance improvements, special achievements or awards.
- 13.5 Removal of Information.
- 13.5.1 An Employee may request that the University's chief human resources officer remove from his or her personnel file material that he or she believes to be false, irrelevant or improperly included in his or her file. Information related to alleged misconduct that is determined to be false will be promptly

destroyed; provided that the University may retain copies of such material in a litigation or other file apart from the Employee's personnel file if the material is relevant to actual or reasonably anticipated legal action. Documents removed from an Employee's personnel file pursuant to this paragraph may not be used as evidence in any arbitration over discipline matters.

- 13.5.2 If requested by the Employee, discipline at or below the level of a written reprimand will be removed from an Employee's personnel file after three (3) years if the Employee has not received subsequent discipline. Employees must submit their requests in writing to the Human Resource Services Manager.
- 13.6 Medical Information. Medical information regarding an Employee will be kept in a separate file and maintained in a confidential manner in accordance with state and federal law.
- 13.7 Working Files. Supervisors may retain private working files containing copies of documents included in an Employee's official personnel file, as well as notes or other informal records regarding Employee performance. Working files are intended to assist the supervisor in managing performance issues and preparing for Employee evaluations. They are not considered part of the Employee's official personnel file. Materials will be kept in supervisor files only as long as they have a reasonable bearing on the Employee's ongoing performance.

ARTICLE 14: MEMBERSHIP REPORTS

- 14.1 Membership Reports. Each month, the University shall provide the Union with a report in an electronic format of the following data, as available, for Employees in the bargaining unit represented by the Union:
- Employee Identification Number
 - Name
 - Home address and/or mailing address
 - Employee class
 - Position number
 - Position title
 - Status
 - Supervisor
 - Pay range
 - Monthly salary
 - Percent of effort
 - Term (number of months)
 - Employment date
 - Employment date in a bargaining unit position
 - Department

- 14.2 Membership Movement Reports. The University will provide to the Union the following information upon request: a listing of all bargaining unit Employees recently hired; Employees in the bargaining unit who transfer, promote, or leave the bargaining unit; and the reason for leaving the bargaining unit. Any such report shall be sent to the Union State Office.

ARTICLE 15: TYPES OF APPOINTMENTS

- 15.1 Regular Appointment. A regular appointment is an appointment which is scheduled to work twenty (20) or more hours per week for a term of at least six (6) months. Regular appointments are eligible for all benefits, some of which are prorated for part-time Employees as described in this Agreement.
- 15.1.1 Cyclic Leave. Employees scheduled to work fewer than twelve (12) months during the year will meet with their supervisor in advance of the fiscal year to discuss the amount of cyclic leave without pay they will be required to use during the year, and the schedule for the leave. The cyclic leave schedule will be developed with consideration of employee input and requests, but will be subject to final approval by the supervisor. Operational needs may require changes to employees' scheduled cyclic leave. Employees will be provided with as much notice as possible of any such changes.
- 15.1.2 Additional Work for Cyclic Positions. When additional work is required of a cyclic Employee that can be performed during a period when the Employee is scheduled for leave without pay, the work will be offered to the incumbent before being offered to others.
- 15.2 Temporary Appointment. The University may hire temporary Employees to perform bargaining unit work made necessary by the absence of a regular Employee; to address fluctuations in workload; or to meet needs in situations where there is insufficient work to support a regular position. Upon request, the University will notify the Union of the circumstances and projected duration of any temporary appointment within the bargaining unit. Unless otherwise agreed, individuals in temporary positions are limited to one thousand (1,000) hours of work, excluding overtime hours, in any twelve (12) consecutive month period from the individual's original date of hire. Such appointments shall not exceed twelve (12) months, and individuals working temporary appointments are not included in the bargaining unit.
- 15.3 Interim Appointments. An interim appointment may be made to fill a position intended as a regular appointment until such time as the recruiting and selection process can be completed to fill the vacancy. Such appointments shall not normally exceed twelve (12) months.
- 15.4 Acting Appointments. An acting appointment may be made to replace a person on leave of absence from an exempt position at the University. Such appointments shall not exceed the term of the leave of absence of the person being replaced.
- 15.5 Reversion.

- 15.5.1 Employees who accept an Acting or Interim assignment, including assignments outside of the bargaining unit, will have the right to revert to their former position if the University determines that their performance in the Acting or Interim assignment is not satisfactory or at the conclusion of the Acting or Interim assignment.
- 15.5.2 Employees who have previously held a classified staff position at the University will have those reversion rights provided by RCW 41.06.070.

ARTICLE 16: COMPENSATION

- 16.1 Initial Appointment. The University will determine the starting salary of Employees newly placed into a bargaining unit position. Factors that may lead to placement above the bottom of the assigned salary range include relevant experience, education and special qualifications of the Employee.
- 16.2 Wage Increases.
 - 16.2.1 As of the effective date of this Agreement, the salaries will be adjusted as described in the parties Memorandum of Understanding re Compensation dated _____, which describes adjustments to individual salaries and applies a one and three quarter percent (1.75%) increase to all salaries, following individual adjustments. Salary ranges as of the effective date of the Agreement are described in Appendix B.
 - 16.2.2 Effective January 1, 2016, all salaries will be increased by one and one-half percent (1.5%).
 - 16.2.3 Effective January 1, 2017, all salaries will be increased by one and one-half percent (1.5%).
- 16.3 Promotion. The University will determine the new salary for an Employee who is promoted to a bargaining unit position with a higher salary range based on a consideration of the Employee's experience, education and special qualifications; provided any such promotion will result in a minimum salary increase of five percent (5%).
- 16.4 Reassignment. Employees who are reassigned to a position with a higher salary range may receive a salary increase, if appropriate, but will not in any event be paid less than the bottom of the higher range. Employees who are reassigned to a position with a lower salary range will not suffer a reduction in pay unless the Employee's current salary exceeds the range of the new position, in which case the Employee will be placed at the top of the lower range.
- 16.5 Reevaluation of Existing Positions. The University may adjust the salary of an Employee as a result of a position reevaluation. Reevaluations may be requested by Employees or supervisors; provided that Employees will be limited to one (1) request in any twelve (12)

month period. Employees may initiate a reevaluation by submitting a written request to the Human Resources Manager.

16.5.1 Increase in Salary Range. In the event that a reevaluation results in the placement of the position in a higher salary range, the employee's salary will be increased based on a consideration of the employee's experience, education and/or special qualification. Except as provided in paragraph (a) below, a salary increase approved as part of a position reevaluation will be retroactive to the date of the reevaluation request.

(a) Increases for reevaluations requested between September 1, 2014 and March 31, 2015 within six (6) months of the effective date of this Agreement will be retroactive to the date the employee assumed the responsibilities upon which an increase is based or the effective date of the Agreement, whichever is later.

16.5.2 Decrease in Salary Range. In the event that a reevaluation results in the placement of the position in a lower salary range, the Employee's salary will not be reduced unless it exceeds the top of the lower range, in which case the Employee will be placed at the top of the lower range.

16.5.3 Addition of Responsibilities. An Employee's salary may be adjusted within the existing salary range where there has been a material change in his/her responsibilities.

16.6 Recruitment and Retention. The University may, in its discretion, increase the salary of a current Employee for retention purposes when the Employee has a competing offer at a higher rate of pay.

ARTICLE 17: HOURS OF WORK

17.1 Full-Time Employment. Full-time Employees will not be regularly scheduled to work more than forty (40) hours in a work week.

17.2 Overtime-Exempt Positions. Overtime-exempt staff are expected to set their schedule in consultation with their supervisor to ensure that their assigned duties are completed in a timely and efficient manner. Work schedules must be set to average no less than forty (40) hours per week for full-time Employees.

17.3 Overtime-Eligible Positions. The work schedules for overtime-eligible Employees will be determined by the University, in consultation with the Employee, based on the job duties of the position. Employees may be required to adjust their work schedules or flex their work hours within a work week to avoid/limit overtime or address operational needs; Employees may be permitted to adjust or flex their work hours at their request when such changes will not undermine University operations.

17.4 Schedule Changes. Employees will be given at least fourteen (14) calendar days' written notice of an ongoing change to their work schedule (*i.e.*, a change lasting twenty-one (21)

calendar days or longer). The day notification is given will be considered the first day of notice.

- 17.5 Mandatory Meetings Outside Employees' Work Hours. Employees will be given a minimum of two (2) business days' notice of a mandatory meeting scheduled outside their normal work hours.
- 17.6 Telecommuting. With advanced approval by their supervisor, Employees may be permitted to telecommute.

ARTICLE 18: MEALS AND REST PERIODS

The parties agree to meal and break periods for Employees that vary from and supersede the meal and break period requirements of WAC 296-126-092.

- 18.1 Employees will receive an unpaid meal period of at least thirty (30) minutes during any shift lasting longer than five (5) hours. Employees who work more than three (3) hours past the end of their regular shift will be entitled to a second unpaid meal period of at least thirty (30) minutes.
- 18.2 Meal periods will be considered paid time when an Employee is required by the University to remain on duty on the premises, or when the Employee is required to remain at a prescribed work site (*e.g.*, a customer service counter, his/her desk) in the interest of the University. When an Employee's unpaid meal period is interrupted by work duties, the Employee will be allowed to resume his or her unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event that an overtime-eligible Employee is unable to complete the unpaid meal period due to operational necessity, the Employee shall be entitled to compensation for the portion of the meal period he or she was required to work.
- 18.3 Employees will be allowed paid rest period of fifteen (15) minutes in each one-half (1/2) shift of four (4) or more hours in duration. Where the nature of the Employee's work allows the Employee to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours of work, scheduled rest periods are not required.
- 18.4 Unless otherwise approved by the Employee's supervisor, meal and rest periods may not be combined or used for late arrival or early departure from work.

ARTICLE 19: OVERTIME

- 19.1 Overtime Eligibility. The University will determine which positions are eligible for overtime compensation and which are exempt from overtime compensation based on the requirements of state and federal law. Employees will be notified of their overtime eligibility at the time of their appointment. Employees who have questions about their overtime status, or who believe that their position has been improperly categorized, should contact Human Resources. Human Resources will provide a written response to any such questions raised by Employees. Disputes regarding an Employee's eligibility

for overtime under state and federal law may be addressed through applicable legal processes, but will not be subject to grievances under Article 36 – Grievance Procedure.

- 19.2 Overtime-Eligible Positions. Employees who are eligible for overtime will receive overtime compensation at a rate of one and one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) in a work week.
- 19.3 Workweek. Unless otherwise specified, the work week for purposes of determining overtime eligibility shall commence at 12:01 a.m. on Monday and end at 12:00 midnight on Sunday.
- 19.4 Overtime Computation. For purposes of calculating overtime, all hours spent performing assigned duties and all paid leave will be considered hours worked. Leave without pay, and bonus/additional pay for off-duty interruptions do not constitute hours worked.
- 19.4.1 Overtime Scheduling and Authorization. Employees will be informed as soon as reasonably practical about the need to work overtime. Employees are expected to receive prior authorization from their hiring authority or designee before working overtime. In the event that an emergency or other unforeseen circumstance prevents an Employee from receiving prior approval for overtime work, he/she must notify the hiring authority or designee as soon as practical about the overtime hours worked.
- 19.4.2 Compensatory Time. With the approval of their supervisor, the Employee may accrue compensatory time in lieu of receiving overtime pay. Compensatory time will accrue at the rate of time and one-half for each overtime hour worked.
- (a) An Employee will not be allowed to accumulate more than eighty (80) hours of compensatory time at a time. Employees who have reached the maximum compensatory time accrual will receive pay for additional hours worked at the applicable overtime rate.
 - (b) Compensatory time off must be scheduled in advance with the approval of the Employee's supervisor.
 - (c) All compensatory time must be used by June 30th of each year. If compensatory time balances are not scheduled to be used by the Employee by April of each year, the supervisor will contact the Employee to review his or her schedule. The Employee's compensatory time balance will be cashed out the first regular payday following June 30th or when the Employee separates from the Employer.
- 19.4.3 Off-Duty Interruptions. Overtime-eligible Employees who are required to respond to work-related calls or electronic messages during off-duty hours will record actual time worked or one-half (½) hour, whichever is greater.

19.5 Overtime-Exempt Positions. Overtime-exempt Employees receive a salary that compensates them for all hours worked, including hours beyond forty (40) hours in a work week that may be required to complete assigned duties. The actual time needed to complete the assigned duties of exempt positions may vary from week to week depending on operational needs, an individual's efficiency and other factors. Consistent with the provisions of Section 17.2, exempt Employees enjoy greater flexibility over their work schedules, as long as performance expectations are being met (*e.g.*, projects are completed, turnaround times are within acceptable parameters, Employees are available for work appointments and meetings).

ARTICLE 20: HOLIDAYS

20.1 Paid Holidays. The following days are paid holidays for all eligible Employees:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	The Day After Thanksgiving
Christmas Day	December 25
Personal Holiday	(As described below)

When a holiday falls on a Saturday, the Friday before will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.

20.2 Unpaid Holidays. Employees shall be granted two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The Employee shall select the days on which to take the unpaid holidays after consultation with the University as provided by University policy. An unpaid holiday requested pursuant to University policy will not be denied unless the Employee's absence would impose an undue hardship on the University, as defined by applicable rule or regulation.

20.3 Holiday Pay. Eligible full-time Employees will receive eight (8) hours of pay at their straight-time rate for each paid holiday. Part-time Employees will receive holiday pay on a prorated basis. Employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a paid holiday may use vacation leave, compensatory time, or leave without pay to make up the difference between the Employee's normally scheduled shift and the eight (8) hours of holiday pay.

20.4 Eligibility for Holiday Pay. Employees are eligible for all paid holidays if they hold twelve- (12) month appointments, and if they are in paid status on their regular, scheduled work day preceding the holiday. Employees with appointments for less than

twelve (12) months will be eligible for all paid holidays that fall during their period of employment, provided they were in paid status on their last scheduled work day preceding the paid holiday. Employees whose employment is terminated immediately prior to a paid holiday are not entitled to holiday pay.

- 20.5 Hours Worked on a Holiday. In addition to holiday pay described in Section 20.3, overtime eligible Employees required to work on a holiday will receive pay at their overtime rate for all hours worked on the holiday. Overtime exempt Employees who are required to work on an observed holiday will be permitted to take an alternative day off on a date scheduled with the approval of the supervisor.
- 20.6 Holiday Observance. When the observed paid holiday falls on the Employee's scheduled work day, that day will be considered the paid holiday. When an observed paid holiday falls on the Employee's scheduled day off, he or she will be permitted to take an alternate day off during the week in which the holiday is observed. Employees must schedule any such alternate days off in advance with the approval of their supervisors.
- 20.7 Personal Holidays. Employees holding a twelve- (12) month appointment are entitled to one (1) paid personal holiday during each calendar year to be scheduled at the convenience of the employing department. Full-time Employees will receive eight (8) hours off for a paid personal holiday. Part-time Employees will receive hours off on the same prorated basis that their monthly schedule bears to full-time employment. Paid personal holidays may not be carried over to the next calendar year. Part or all of a paid personal holiday may be donated to another Employee for shared leave as permitted by applicable law and University policy.

ARTICLE 21: VACATION

- 21.1 Vacation Accrual. Full-time Employees accrue 14.67 hours of vacation leave per month for each month of work. Part-time Employees with an appointment of at least fifty percent (50%) time will accrue vacation at a prorated rate. Vacation leave shall not accrue during leave without pay that exceeds ten (10) working days in any calendar month.
- 21.2 Use of Leave. Use of vacation leave must be requested and approved in advance by the Employee's supervisor, and any such approval shall take into account the need to ensure adequate fulfillment of the Employee's job responsibilities. Employees wishing to use vacation leave for a substantial period are encouraged to request leave with as much prior notice as possible. Employees are not permitted to use more than four hundred eighty (480) hours of vacation leave in a fiscal year.
- 21.3 Cash Payment for Vacation. Except as provided below, upon separation of employment, Employees will receive cash at their then-current rate of pay for accrued but unused vacation; provided that the total vacation leave used during the fiscal year and any amount cashed out may not exceed four hundred eighty (480) hours in a fiscal year.
- 21.3.1 If the Employee separates to accept other state employment where vacation leave is accrued, vacation leave will be transferred as authorized by law to the

extent accepted by the Employee's new employer. If the Employee has a vacation leave balance that exceeds the maximum amount of vacation leave the new employer will accept in transfer, the University will cash out the vacation hours in excess of what the agency will accept; provided that the combination of leave taken during the fiscal year, leave transferred to the new agency, and any leave for which a cash payment is made cannot exceed four hundred eighty (480) hours.

ARTICLE 22: HEALTH INSURANCE

The University will provide Employees with health, life, disability and dental insurance coverage according to the eligibility rules and terms set by the Health Care Authority and through the provisions of RCW 41.56.021 and RCW 41.80.020.

ARTICLE 23: VOLUNTARY EMPLOYEES BENEFICIARY ASSOCIATION ("VEBA")

The University will maintain its Voluntary Employees' Benefit Association Medical Expense Plan ("VEBA Plan") during the term of this Agreement. All eligible Employees who retire during a calendar year will participate in the VEBA Plan unless a majority of retirement eligible Employees determines through a majority vote that they do not wish to participate in the VEBA Plan during that calendar year. Voting to determine participation in the VEBA Plan will be conducted according to the University's VEBA Procedures.

ARTICLE 24: TRAVEL

- 24.1 Travel Expense Reimbursement. Employees required to travel in order to perform their duties will be reimbursed for any authorized travel expenses (*e.g.*, mileage and/or per diem) in accord with the regulations established by the Office of Financial Management and University policy.
- 24.2 Time Spent in Required Travel. Time spent in job-related travel, including travel to and from approved training, will be compensated as required by state and federal law (*see* 29 CFR §785.33 *et seq.*), including those regulations requiring that Employees receive compensation for work the Employee is required to perform while traveling.

ARTICLE 25: LICENSURE AND CERTIFICATION

- 25.1 Counseling and Psychological Services.
- 25.1.1 Continuing Education and Licensure/Certification Costs. The University will make available continuing education funds, budget permitting, which counseling psychologists and psychological counselors may use for CEUs or other licensure/certification purposes, subject to prior approval by the supervisor.
- 25.1.2 Time for Continuing Education. Counseling psychologists and psychological counselors will be permitted to use work time to complete CEUs for required

licensure or certification, subject to prior approval by the supervisor, which shall not be unreasonably withheld.

- 25.2 License and Certification Fees. If the University requires licensure or certification of an Employee not covered by Section 25.1 above as a requirement of employment, the University will pay the cost of maintaining that license or certification. Employees may request, and supervisors may authorize, payment of the costs of maintaining or obtaining a license or certification identified as a preferred qualification for their position.
- 25.3 Continuing Education for Required Licenses and Certifications. Employees other than those covered by Section 25.1 will be permitted to use work time to complete continuing education requirements associated with licensure or certification that is a job requirement. With advance supervisory approval, the University will pay the costs associated with continuing education requirements.

ARTICLE 26: EMPLOYEE DEVELOPMENT AND TUITION

- 26.1 Development and Training Program. The University recognizes the importance of an educated workforce as a resource and the value of training in developing and maintaining job skills and improving Employee performance. Employee training opportunities will be identified, evaluated, and provided in accord with the University's Employee Development and Training Policy.
- 26.2 Employee Requests for Training. Employees may submit a request for training to their supervisors. Requests will be considered based on operational needs and budget considerations. An Employee whose requests for training are denied will be informed of the reason for the denial.
- 26.3 Approved Training Time and Expenses. Time spent in training approved by the University shall be considered work time.
- 26.4 Tuition Waiver Program. Employees are eligible to participate in the University's tuition waiver program as provided in RCW 28B.15.558 and University policy. Eligible Employees may enroll in up to ten (10) credit hours per term at a cost not to exceed five dollars (\$5) per Employee per term, plus applicable fees. Eligible Employees wishing to audit or challenge classes may do so for a charge not to exceed five dollars (\$5) per Employee per term.

ARTICLE 27: CHILD CARE

The parties recognize that family life has a significant impact upon Employees' work lives. The University agrees to provide bargaining unit Employees with access to the EWU Children's Center on the same basis as any non-student in the University Community.

ARTICLE 28: SUSPENDED OPERATIONS AND INCLEMENT WEATHER

- 28.1 Suspended Operations. The University's Suspended Operations (Emergency Closure) Policy shall apply to bargaining unit members.

28.2 Inclement Weather. If a work location remains fully operational but an Employee is unable to report to work, must report to work late, or is unable to remain at work because of severe inclement weather, or conditions caused by severe inclement weather, the Employee may use accrued compensatory time, personal holiday time or vacation leave, or take unpaid leave for the period of his or her absence.

ARTICLE 29: SICK LEAVE AND LEAVE SHARING

29.1 Sick Leave.

29.1.1 Sick Leave Accrual. Full-time Employees will accrue sick leave at the rate of ten (10) hours for each calendar month during their first two (2) years of service, and twelve (12) hours for each completed calendar month of service thereafter. Employees hired into a bargaining unit position from another exempt University position shall be credited with service in their previous exempt position when determining their accrual rate. Part-time Employees shall accrue sick leave on a pro-rated basis according to the percentage their monthly schedule bears to full-time employment. Employees who are in unpaid status for more than ten (10) working days in a month will not accrue sick leave during that month. Employees may accrue an unlimited amount of sick leave.

29.1.2 Use of Accrued Sick Leave. Accrued sick leave may be used for the following reasons:

- (a) The Employee's own illness, injury or disability (including disability due to pregnancy or childbirth);
- (b) A period of quarantine following the exposure to a contagious disease during the period when attendance on duty would jeopardize the health of others;
- (c) The need to care for a dependent child (as defined in WAC 296-130-020) under eighteen (18) years of age, or an older child incapable of self-care, with a health condition requiring treatment or supervision;
- (d) The need to care for an Employee's spouse, registered domestic partner, parent, parent-in-law or grandparent with a serious health condition or emergency condition;
- (e) Medical, dental or optical appointments for the Employee or other family member (as described in paragraph (d) above) where the Employee's presence is required, if arranged in advance with the Employee's supervisor whenever possible;
- (f) Bereavement leave in addition to leave provided by Section 30.1, or in circumstances not covered by Section 30.1, if such use is approved in advance by the Employee's supervisor;

- (g) Other circumstances if authorized by the Human Resources Director or designee.

29.1.3 Sick Leave Reporting and Verification. Employees must notify their supervisor as soon as reasonably possible when they will be absent due to illness or injury. For absences of three (3) consecutive days or more, or where there is reason to suspect sick leave abuse, the University may require the Employee to present a physician's certificate or other document verifying the need for sick leave before paid leave is authorized. In the case of suspected sick leave abuse, the University must notify the Employee of the factual circumstances underlying its suspicion. Employees who are required to provide written verification for sick leave on an ongoing basis will be notified in writing of that fact, the reasons for it, and the end date for the period of required verification. Absent an ongoing concern with suspected sick leave abuse, Employees will not be required to verify sick leave for more than six (6) consecutive months.

29.1.4 Annual Sick Leave Cashout. In January following any year in which an Employee reaches a minimum accrual of four hundred eighty (480) hours of sick leave, the Employee may elect to participate in the attendance incentive program authorized by RCW 41.04.340. Participating Employees will receive cash at the Employee's straight-time rate for any sick leave hours cashed out, subject to the following:

- (a) Employees may cash out hours accrued during the previous year to a maximum of eight (8) hours per month (ninety-six (96) hours for the year), less any sick leave used during the year.
- (b) Employees will not be permitted to reduce their sick leave balances below four hundred eighty (480) hours through sick leave cash out.
- (c) Sick leave will be cashed out at a rate of one (1) hour's pay for each four (4) hours of sick leave cashed out. Hours cashed out will be deducted from Employees' sick leave balance.

29.1.5 Cash Out Upon Retirement or Death. Upon retirement or death, an Employee or the Employee's estate will receive cash at the Employee's straight-time rate of pay as permitted by RCW 41.04.340. Sick leave will be cashed out a rate of (1) hour's pay for each four (4) hours of sick leave. In lieu of a cash payout for sick leave at retirement as provided in this Section, an Employee will receive the amount of any such payout in the form of a contribution to a medical reimbursement plan if the Employee is eligible to participate in such a plan at the time of his or her retirement or death.

29.2 Shared Leave Program. Employees may donate and receive shared leave as permitted by applicable law and University policy.

ARTICLE 30: OTHER LEAVE

- 30.1 Bereavement Leave. Employees will be granted three (3) days of paid bereavement leave for the death of the Employee's spouse, registered domestic partner, child, parent, sibling, grandparent, or grandchild, or the death of a parent of the Employee's spouse or registered domestic partner. Bereavement leave will also be granted for the death of any other person residing in the Employee's home who shares reciprocal duties of care and financial support with the Employee.
- 30.2 Jury and Witness Leave. Employees summoned for jury service or subpoenaed to appear as a witness in a matter unrelated to the Employee's personal or financial matters will receive pay at their regular rate of pay for work hours missed because of their required service. Employees must notify their supervisors upon receipt of a summons for jury service or a subpoena to appear as a witness, keep their supervisors apprised of the schedule for their jury or witness duties, and report to work when the court schedule permits. Employees assigned to work an evening or night shift will be reassigned to a day shift for the duration of the jury or witness service. Employees may retain any payments received for service as a juror or witness as provided in this Section.
- 30.3 Leaves Provided by Applicable Statute. The University will provide Employees with family and medical leave, pregnancy disability leave, military leave and other paid and unpaid leave required by state and federal law, including, but not limited to:
- Family and Medical Leave (29 U.S.C. §2601 *et seq.*, and RCW 49.78).
 - Family Care Act Leave (RCW 49.12.265).
 - Pregnancy Disability Leave (RCW 49.60).
 - Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76).
 - Leave for Spouses of Deployed Military Personnel (RCW 49.77).
 - Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits and requirements will be determined by applicable law and will be administered according to University policy. During any period of unpaid leave in which health benefits are not continued by law, an Employee who uses less than eight (8) hours of paid leave during a month may continue his or her health insurance coverage by paying the full premium cost for that insurance.

30.4 Military Leave.

30.4.1 Paid Leave.

- (a) Employees will be entitled to military leave with pay not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th, in order to report for active duty, when called, or to take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty in the Washington National Guard or the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States or any

organized reserve or armed forces of the United States. Such leave will be in addition to any vacation and sick leave to which an Employee is entitled and will not result in any reduction of benefits, performance ratings, privileges or pay. During paid military leave, the Employee will receive his or her normal base pay.

- (b) Employees required to appear during working hours for a physical examination to determine physical fitness for military service will receive full pay for the time required to complete the examination.

30.4.2 Unpaid Leave. In addition to paid military leave provided by this section, Employees will be granted a military leave of absence without pay for service in the armed forces of the United States or the State of Washington, or in connection with the military deployment of a spouse during a period of military conflict, to the extent required by applicable state and federal law.

30.4.3 Leave Requests. Unless prohibited by military necessity, Employees must provide the University with a copy of their orders at the time they request military leave. Requests for military leave will be made as soon as reasonably practical after the Employee learns of the need for such leave.

ARTICLE 31: VACANCIES

31.1 Minimum Qualifications. The University will determine the minimum qualifications required for newly created positions, and any changes to the minimum qualifications of vacant positions that are being refilled. Should the University wish to change the minimum qualification for an existing position filled by an incumbent Employee, the University shall provide the Union with notice of the change and an opportunity to bargain before making any such change. The University may change desired or preferred qualifications associated with any position.

31.2 Posting of Positions. The University will post open positions on its website. Union officers and other Employees interested in receiving notice of newly-posted positions may register to receive email notification of all new postings.

ARTICLE 32: PROBATION

32.1 All Employees newly hired into the bargaining unit will serve a probationary period of twelve (12) months. This period is to allow the University the opportunity to observe and assess the Employee's work and to train and aid the Employee in adjusting to the position in order to determine if the Employee will be granted permanent status in the position.

32.2 It is expected that Supervisors will provide probationary Employees with feedback related to performance and provide appropriate training and guidance. All probationary Employees shall participate in an interactive review within the first twelve (12) months of employment, where the Employee and supervisor will review the Employees position description and the Employee will be provided with feedback regarding areas of any needed improvement.

- 32.3 The University may discharge a probationary Employee at any time during the probationary period, and such action will not be subject to the grievance procedure.

ARTICLE 33: PERFORMANCE EVALUATIONS

- 33.1 Overview. Supervisors should complete a written performance review on each Employee at least annually. Immediate supervisors will meet with Employees at the start of their review period to discuss performance expectations and goals. Employees will receive written copies of their performance expectations as well as written notification of any modifications made during the review period.
- 33.2 Evaluations. As part of the performance evaluation process, Employees will be provided with a written performance evaluation which will include a signature line for the Employee to acknowledge receipt of the evaluation and a space to record the Employee's comments regarding the evaluation. The completed performance evaluation, including the Employee's comments, will be maintained in the Employee's personnel file. A copy of the evaluation will be given to the Employee.
- 33.3 Purpose of Performance Evaluations. The evaluation is intended to convey the supervisor's assessment of the Employee's performance in relation to the job standards and expectations for the Employee's position, including such factors as initiative, job knowledge, follow-through, effectiveness, professionalism, and judgment. Performance evaluations establish goals for development, and may set expectations for improvement, but are not disciplinary in nature. The contents of performance evaluations are not subject to the grievance procedure.
- 33.4 Performance Issues. Performance issues should be brought to the attention of the Employee at the time the supervisor becomes aware of the issue(s) in order to give the Employee the opportunity to address the concern with the supervisor in a timely manner.

ARTICLE 34: DISCIPLINE

- 34.1 Just Cause. All disciplinary action for Employees who have successfully completed their probationary period shall be for just cause. The University may discipline or discharge an Employee during the probation period without recourse to the Grievance Procedure.
- 34.2 Disciplinary Action. The parties recognize that bargaining unit Employees perform representative roles at the University that require substantial trust in their judgment. In light of the nature of the work of bargaining unit Employees, the University is not required to apply the principles of progressive discipline. The University's decision to discharge an Employee based on performance shortcomings will not be disturbed if the Employee has been provided notice and an opportunity to correct the performance issue; provided that in extreme and egregious situations, immediate termination may be appropriate without warning and notice.

34.3 Investigations.

- 34.3.1 Investigations. The University has adopted guidelines for conducting investigations into alleged misconduct and/or violation of laws, regulations, or policies relevant to the University and its constituents. The current version of these guidelines can be found at EWU Guideline 401-01. Employees have an obligation to cooperate with investigations conducted by the University.
- 34.3.2 Representation. Upon request, an Employee has the right to a Union representative at an investigatory interview called by the University if the Employee reasonably believes discipline could result. The Employee shall be permitted a reasonable period of time to arrange for participation of a PSE Staff representative or bargaining unit steward as is appropriate and timely to the situation. The role of the Union representative in regard to University-initiated investigations is to provide assistance and counsel to the Employee and not interfere with the investigation.
- 34.3.3 Meetings. Investigatory interviews and other meetings related to performance concerns shall be conducted on the Employee's paid time.
- 34.3.4 Administrative Leave. The University may, at its discretion, place Employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work.
- 34.3.5 Employee Review and Response. The University will provide the Employee and the Union with the written findings reached at the conclusion of an investigation. The Employee will be given an opportunity to submit a written response to the written findings. If requested by the Employee, the University will also schedule a meeting to allow the Employee to respond to any investigation that results in a finding of misconduct. At the conclusion of the investigation, the University will inform the Employee and the Union of its decision in writing.
- 34.4 Pre-Disciplinary Procedure. If the University intends to impose discipline that involves a loss of pay or termination of employment, the following pre-disciplinary procedure shall apply:
- 34.4.1 Notice of Intent to Discipline. The University will inform the Employee and the Union of the proposed discipline in writing. The written notice shall describe the event or conduct with sufficient particularity to permit the Employee to understand the reason for the proposed discipline and to respond to any charges. The notice will also inform the Employee of the right to Union representation at a Pre-Disciplinary Meeting.
- 34.4.2 Request for Information. Upon request, an Employee or the Union will be provided with copies of any documents or witness statements upon which the University is relying for the proposed disciplinary action.

- 34.4.3 Pre-Disciplinary Meeting. The Employer will schedule a Pre-Disciplinary Meeting to permit the Employee to respond to a notice of intent to discipline. At the beginning of any Pre-Disciplinary Meeting, the University will describe its proposed discipline and the reasons for issuing the proposed discipline.
- 34.4.4 Disciplinary Decision. No later than fourteen (14) calendar days after the close of the Pre-Disciplinary Meeting, the University shall inform the Employee and the Union of its decision in writing. If the disciplinary decision involves a suspension or a permanent reduction in pay, the notice will set an effective date for the disciplinary action of at least fourteen (14) calendar days from the date notice was provided to the Employee.
- 34.5 Grievance of Discipline or Discharge. Disciplinary actions limited to oral or written counseling or reprimand may not be challenged through the Grievance Procedure in Article 36. All other disciplinary actions may be challenged through the Grievance Procedure.
- 34.6 Resignation and Retirement. Employees are expected to provide a minimum of one (1) month's notice of their planned resignation or retirement.

ARTICLE 35: REDUCTION IN FORCE

- 35.1 Notice to the Union. In the event the University decides to reduce staffing through layoffs or the reduction of hours, it will provide the Union with a minimum of thirty (30) days notice of its proposed reduction. If requested, the University will meet and confer with the Union during the notice period to discuss alternatives to the proposed reductions and/or bargain regarding the impacts of the proposed reductions.
- 35.2 Notice to Affected Employees. An Employee whose position is eliminated as part of a reduction in force will receive written notice of no less than fourteen (14) calendar days prior to the effective layoff date. An Employee whose hours or term is reduced as part of a reduction in force will receive notice of no less than thirty (30) days prior to the effective date of the reduction. The Union shall be provided with a copy of the notice.
- 35.3 Recall. An employee who has been laid off or whose position has been reduced in term or hours through a reduction in force will be placed on a re-employment list for their position for a period of twelve (12) months. Before hiring a new employee to fill a vacant position, the University will first offer an employee on a re-employment list for the position the chance to be recalled to the position or to reinstate the term or hours reduced through a reduction in force. If there are multiple employees on a re-employment list for the same position, employees will be reinstated/recalled in reverse order of layoff. In the event that two employees on the list share the same layoff date, the employee with the longest continuous service in the position will be recalled/reinstated first. Employees will have five (5) business days to respond to an offer of recall/reinstatement. An employee who refuses an offer of recall/reinstatement will be removed from the re-employment list. Employees recalled to employment will be credited with the sick leave balances they had accrued as of the date of their layoff.

ARTICLE 36: GRIEVANCE PROCEDURE

- 36.1 Purpose. PSE and the University encourage problem resolution between Employees and management, and are committed to resolving disputes at the earliest opportunity and at the lowest level possible.
- 36.2 Definition of Grievance. A grievance is a dispute between the University and an Employee, or the Union (on its own behalf or on behalf of one or more Employees), over an alleged violation, misinterpretation or misapplication of an express term or provision of this Agreement.
- 36.3 Time Limits.
- 36.3.1 Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Union, on behalf of the Employee(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the University fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.
- 36.3.2 The day after the event, act or omission will be the first day of a timeline under this Article. In the event a time limit under this Article ends on a weekend or holiday, the deadline will automatically be extended to the following University business day.
- 36.3.3 Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day called for under an applicable time limit.
- 36.4 Submission of Grievances and Responses. All grievances and requests for arbitration must be submitted to the University's labor relations manager or designee, by fax, hard copy, and/or electronic mail. The grievance will state the name(s) of the Employee(s) affected by the grievance. The labor relations manager or designee will be responsible for distributing the grievance or request to the appropriate University representative for response. All University responses will be submitted to the Employee and the Union's business agent by hard copy, fax and/or electronic mail.
- 36.5 Employee Representation. An Employee shall have the right to represent him/herself or to be represented by the Union. In addition, the Union has the right in its own capacity to act as an aggrieved party in the grievance procedure. Only the Union, on its own behalf or on behalf of an Employee or group of Employees, may pursue a grievance to Step 3 (arbitration).
- 36.6 Informal Resolution. Employees are encouraged to attempt to resolve complaints through informal discussion with their supervisors prior to filing a grievance.
- 36.7 Step 1. Regardless of the status of any informal discussion regarding a grievance, the Employee or the Union will submit the grievance in writing to the Human Resources Office within twenty-eight (28) calendar days of the day the Employee or the Union knew or reasonably should have known of the events giving rise to the grievance. The

written statement will include the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The Employee's immediate supervisor will respond to the grievance in writing within fourteen (14) calendar days of its receipt.

- 36.8 Step 2. Should Step 1 fail to resolve the grievance, within fourteen (14) calendar days following its receipt of the immediate supervisor's response, the Employee or the Union will submit the written grievance to the Human Resources Office for consideration by the appropriate Vice President, the Provost or the President, depending on the Employee's chain of command, or the officer's designee. The appropriate officer or designee will respond in writing to the grievance within twenty-one (21) calendar days following its receipt.
- 36.9 Step 3. Should Step 2 fail to resolve the grievance, the Union will submit a written request to the University to arbitrate the grievance within fourteen (14) calendar days after its receipt of the officer's or designee's response.
- 36.10 Option of Mediation. Upon mutual agreement, the parties may elect to suspend deadlines on a grievance that has proceeded to Step 3 of the grievance procedure while the matter is submitted to voluntary mediation.
- 36.11 Arbitrator Selection.
- 36.11.1 Following the University's receipt of the Union's request to arbitrate, a representative of PSE and the University's labor relations manager, or designee, shall confer and attempt to agree on a neutral arbitrator. In the event that no such agreement is reached within twenty-one (21) calendar days of the Union's request to arbitrate the Union will submit a request for a list of eleven (11) arbitrators from the American Arbitration Association ("AAA"). The list will be limited to arbitrators from Washington and/or Oregon.
- 36.11.2 Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives will meet to select an arbitrator. The parties will each strike five (5) arbitrators from the list in an alternating order, and the remaining arbitrator will hear the dispute. The party exercising the first strike will be the loser of a flip of a coin.
- 36.12 Rules Governing Arbitration.
- 36.12.1 Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance will be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Section 36.11 to select an arbitrator to rule on the merits of the grievance. This section will sunset at the conclusion of this Agreement unless mutually agreed otherwise.

36.12.2 The arbitrator will:

- (a) Be limited to interpreting and applying the terms of this Agreement, and will have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
- (b) Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance, unless the parties agree to modify it; and
- (c) Not make any award that provides an Employee with compensation greater than would have resulted had there been no violation of this Agreement.

36.12.3 Arbitrations will take place in accord with the Labor Arbitration Rules of AAA unless the parties agree otherwise in writing. The arbitrator will have the authority to require the presence of Employees and/or documents.

36.12.4 The arbitrator will issue a written decision to the parties within thirty (30) calendar days of the close of the hearing or the submission of post-hearing briefs, whichever is later. The decision will be final, conclusive and binding on the University, the Union and the Employees; provided that the decision does not include action by the arbitrator beyond his or her jurisdiction.

36.12.5 Arbitration Costs.

- (a) The expenses and fees of the arbitrator and the cost (if any) of the hearing room will be shared equally by the parties.
- (b) If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements and/or cancellations will be shared equally by the parties.
- (c) If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
- (d) Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of its case. When an Employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the Employee may appear without loss of pay if he or she appears during his or her work time; provided the testimony given is relevant and related to his or her job function or involves matters he or she has witnessed. Every effort will be made to avoid the presentation of repetitive witnesses. the Union is responsible

for paying any travel or per diem expenses for its witnesses, the grievant, and its representatives.

- 36.13 Documents Relating to Grievances. Documents related to the processing of a grievance will be maintained and filed separately from the personnel files of the Employee(s). Documents relating to disciplinary actions that are later reversed will be removed from the Employee's personnel file and any other related files within fourteen (14) calendar days and destroyed or given to the Employee.

ARTICLE 37: NO STRIKE

- 37.1 No Strikes. Nothing in this Agreement permits or grants to any Employee the right to strike or to refuse to perform his or her official duty.
- 37.2 No Lockout. The University will not lock out Employees as a consequence of any dispute arising during the period of this Agreement, or during negotiations for a subsequent agreement.

ARTICLE 38: SAVINGS CLAUSE

- 38.1 Partial Invalidity. Should any part of this Agreement or any provision contained herein be determined by a body of competent jurisdiction to be contrary to law, such invalidation of such part or provision will not invalidate the remaining portions hereof and they will remain in full force and effect. The parties will meet to bargain regarding a replacement for any invalidated part or provision.
- 38.2 Change of Law. If any rights contained in state or federal laws or regulations incorporated into this Agreement by reference are repealed or diminished, the parties will meet to bargain regarding the impact of that reduction or diminution.

ARTICLE 39: TERM OF AGREEMENT

- 39.1 This Agreement will become effective September 1, 2014 and will continue in full force and effect until midnight December 31, 2017.
- 39.2 This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

APPENDIX A – UNIT DESCRIPTION

All full-time and regular part-time exempt employees of Eastern Washington University as defined in RCW 41.56.021 assigned to provide Student Counseling and employees assigned to Extension/Continuing Education, excluding Coaches, employees assigned to Child and Family Outreach, employees assigned to Idaho Social Work, employees who are faculty, classified, supervisory, confidential employees and all other employees.

APPENDIX B – SALARY RANGES

As of 9/1/2013

RANGE	12 Month Salary Base		Monthly Salary		Mid Point
100	26,478	- 37,068	2,206.50	- 3,089.00	31,773
101	27,749	- 39,441	2,312.42	- 3,286.75	33,595
102	29,973	- 41,964	2,497.75	- 3,497.00	35,969
103	31,892	- 44,655	2,657.67	- 3,721.25	38,274
104	33,935	- 47,508	2,827.92	- 3,959.00	40,722
105	36,107	- 50,552	3,008.92	- 4,212.67	43,330
106	38,419	- 53,787	3,201.58	- 4,482.25	46,103
107	40,876	- 57,231	3,406.33	- 4,769.25	49,054
108	43,491	- 60,891	3,624.25	- 5,074.25	52,191
109	46,275	- 64,790	3,856.25	- 5,399.17	55,533
110	49,238	- 68,934	4,103.17	- 5,744.50	59,086
111	52,391	- 73,466	4,365.92	- 6,122.17	62,929
112	55,741	- 78,041	4,645.08	- 6,503.42	66,891
113	59,309	- 83,036	4,942.42	- 6,919.67	71,173
114	63,107	- 88,349	5,258.92	- 7,362.42	75,728
115	67,145	- 94,002	5,595.42	- 7,833.50	80,574
116	71,443	- 100,020	5,953.58	- 8,335.00	85,732
117	76,017	- 106,421	6,334.75	- 8,868.42	91,219
118	80,881	- 113,234	6,740.08	- 9,436.17	97,058
119	85,733	- 120,028	7,144.42	- 10,002.33	102,881
120	90,878	- 127,230	7,573.17	- 10,602.50	109,054
121	96,330	- 134,863	8,027.50	- 11,238.58	115,597

As of 9/1/2014

RANGE	12 Month Salary Base		Monthly Salary		Mid Point
100	26,941	- 37,717	2,245.08	- 3,143.08	32,329
101	28,235	- 40,131	2,352.92	- 3,344.25	34,183
102	30,498	- 42,698	2,541.50	- 3,558.17	36,598
103	32,450	- 45,436	2,704.17	- 3,786.33	38,943
104	34,529	- 48,339	2,877.42	- 4,028.25	41,434
105	36,739	- 51,437	3,061.58	- 4,286.42	44,088
106	39,091	- 54,728	3,257.58	- 4,560.67	46,910
107	41,591	- 58,233	3,465.92	- 4,852.75	49,912
108	44,252	- 61,957	3,687.67	- 5,163.08	53,105
109	47,085	- 65,924	3,923.75	- 5,493.67	56,505
110	50,100	- 70,140	4,175.00	- 5,845.00	60,120
111	53,308	- 74,752	4,442.33	- 6,229.33	64,030
112	56,716	- 79,407	4,726.33	- 6,617.25	68,062
113	60,347	- 84,489	5,028.92	- 7,040.75	72,418
114	64,211	- 89,895	5,350.92	- 7,491.25	77,053
115	68,320	- 95,647	5,693.33	- 7,970.58	81,984
116	72,693	- 101,770	6,057.75	- 8,480.83	87,232
117	77,347	- 108,283	6,445.58	- 9,023.58	92,815
118	82,296	- 115,216	6,858.00	- 9,601.33	98,756
119	87,233	- 122,128	7,269.42	- 10,177.33	104,681
120	92,468	- 129,457	7,705.67	- 10,788.08	110,963
121	98,016	- 137,223	8,168.00	- 11,435.25	117,620

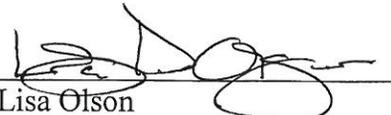
As of 1/1/2016

RANGE	12 Month Salary Base		Monthly Salary		Mid Point
100	27,345	- 38,283	2,278.75	- 3,190.25	32,814
101	28,659	- 40,733	2,388.25	- 3,394.42	34,696
102	30,955	- 43,338	2,579.58	- 3,611.50	37,147
103	32,937	- 46,118	2,744.75	- 3,843.17	39,528
104	35,047	- 49,064	2,920.58	- 4,088.67	42,056
105	37,290	- 52,209	3,107.50	- 4,350.75	44,750
106	39,677	- 55,549	3,306.42	- 4,629.08	47,613
107	42,215	- 59,106	3,517.92	- 4,925.50	50,661
108	44,916	- 62,886	3,743.00	- 5,240.50	53,901
109	47,791	- 66,913	3,982.58	- 5,576.08	57,352
110	50,852	- 71,192	4,237.67	- 5,932.67	61,022
111	54,108	- 75,873	4,509.00	- 6,322.75	64,991
112	57,567	- 80,598	4,797.25	- 6,716.50	69,083
113	61,252	- 85,756	5,104.33	- 7,146.33	73,504
114	65,174	- 91,243	5,431.17	- 7,603.58	78,209
115	69,345	- 97,082	5,778.75	- 8,090.17	83,214
116	73,783	- 103,297	6,148.58	- 8,608.08	88,540
117	78,507	- 109,907	6,542.25	- 9,158.92	94,207
118	83,530	- 116,944	6,960.83	- 9,745.33	100,237
119	88,541	- 123,960	7,378.42	- 10,330.00	106,251
120	93,855	- 131,399	7,821.25	- 10,949.92	112,627
121	99,486	- 139,281	8,290.50	- 11,606.75	119,384

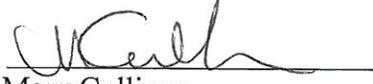
As of 1/1/2017

RANGE	12 Month Salary Base		Monthly Salary		Mid Point
100	27,755	- 38,857	2,312.92	- 3,238.08	33,306
101	29,089	- 41,344	2,424.08	- 3,445.33	35,217
102	31,419	- 43,988	2,618.25	- 3,665.67	37,704
103	33,431	- 46,810	2,785.92	- 3,900.83	40,121
104	35,573	- 49,800	2,964.42	- 4,150.00	42,687
105	37,849	- 52,992	3,154.08	- 4,416.00	45,421
106	40,272	- 56,382	3,356.00	- 4,698.50	48,327
107	42,848	- 59,993	3,570.67	- 4,999.42	51,421
108	45,590	- 63,829	3,799.17	- 5,319.08	54,710
109	48,508	- 67,917	4,042.33	- 5,659.75	58,213
110	51,615	- 72,260	4,301.25	- 6,021.67	61,938
111	54,920	- 77,011	4,576.67	- 6,417.58	65,966
112	58,431	- 81,807	4,869.25	- 6,817.25	70,119
113	62,171	- 87,042	5,180.92	- 7,253.50	74,607
114	66,152	- 92,612	5,512.67	- 7,717.67	79,382
115	70,385	- 98,538	5,865.42	- 8,211.50	84,462
116	74,890	- 104,846	6,240.83	- 8,737.17	89,868
117	79,685	- 111,556	6,640.42	- 9,296.33	95,621
118	84,783	- 118,698	7,065.25	- 9,891.50	101,741
119	89,869	- 125,819	7,489.08	- 10,484.92	107,844
120	95,263	- 133,370	7,938.58	- 11,114.17	114,317
121	100,978	- 141,370	8,414.83	- 11,780.83	121,174

Signed the 1st day of September, 2014.

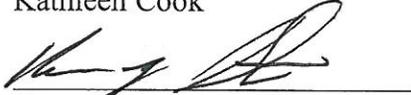
By 
Lisa Olson
President, EWU Local
Public School Employees

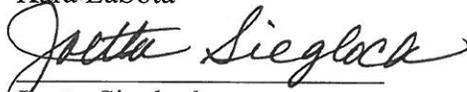
By 
Jo Ann Kauffman
Chair, Board of Trustees
Eastern Washington University

By 
Mary Cullinan
President
Eastern Washington University

**Public School Employees
Bargaining Unit Team Members**

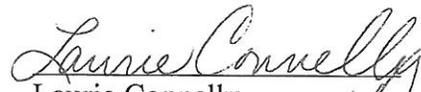

Kathleen Cook

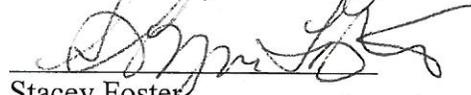

Kara LaSota

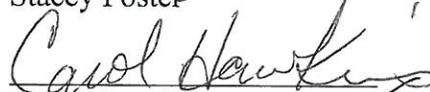

Joetta Sieglack

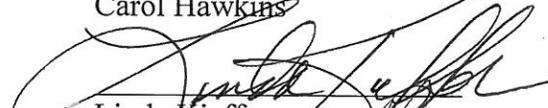

Jill Wagner

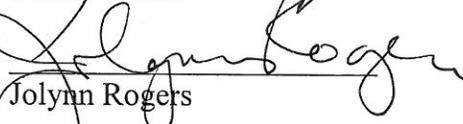
Eastern Washington University


Laurie Connelly


Stacey Foster


Carol Hawkins


Linda Kieffer


Jolynn Rogers

United Faculty of Eastern Washington University

Agency: Eastern Washington University

Decision Package Code/Title: United Faculty of Eastern Washington University

Budget Period: 2017-19

Agency Recommendation Summary

Eastern Washington University and the United Faculty of Eastern Washington University reached an agreement on June 24, 2016 for the period September 1, 2016 through August 31, 2019. This agreement covers all full-time and part-time employees of the University who are designated with faculty status. The agreement includes annual faculty compensation increases.

Fiscal Summary

United Faculty of Eastern Washington University Total 2017 Salary Base \$57,230,000								
Fund Source	001-1		145-6		148-6		149-6	
	FY18	FY19	FY18	FY19	FY18	FY19	FY18	FY19
2% Gen Increase - Sept 2017	463,000	463,000	15,000	15,000	176,000	176,000	518,000	518,000
2% Gen Increase - Sept 2018		451,000		14,000		171,000		505,000
Totals	463,000	914,000	15,000	29,000	176,000	347,000	518,000	1,023,000

Summary of Contract Provisions

- All lecturers, senior lecturers, faculty in residence, probationary faculty and tenured faculty
 - Market-Based Salary Adjustments effective September 1, 2016 adjust to 100% of the market average for the appropriate rank and discipline.
 - Effective September 1, 2017 receive a 2% increase in their base salary.
 - Effective September 1, 2018l receive a 2% increase in their base salary.
- Quarterly Faculty
 - September 1, 2017 compensated at the rate of at least \$649 per credit
 - September 1, 2018 compensated at the rate of at least \$661 per credit

Expenditure calculation & assumptions:

United Faculty members benefits are estimated at 33..5% The fund split used to allocate between 001-1 General Fund and 149-6 Inst of HI ED-Operating Fee Acct are 47.2% - 001 and 52.8% 149.

For additional information contact Alexandra Rosebrook, Director of Budget Services (509) 359-7364 or arosebrook@ewu.edu.

EASTERN WASHINGTON UNIVERSITY
AND
UNITED FACULTY OF EASTERN WASHINGTON UNIVERSITY
SEPTEMBER 1, 2016 – AUGUST 31, 2019

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 : RECOGNITION	1
ARTICLE 2 : ACADEMIC ORGANIZATION.....	1
ARTICLE 3 : APPOINTMENTS	2
ARTICLE 4 : QUALIFICATIONS FOR FACULTY APPOINTMENTS.....	5
ARTICLE 5 : TENURE AND PROMOTION	8
ARTICLE 6 : FACULTY PERSONNEL FILES	15
ARTICLE 7 : PROFESSIONAL RIGHTS AND RESPONSIBILITIES	15
ARTICLE 8 : COMPENSATION AND BENEFITS.....	27
ARTICLE 9 : SEMESTER FACULTY IN THE COLLEGE OF HEALTH SCIENCES AND PUBLIC HEALTH.....	32
ARTICLE 10 : DEPARTMENT AND LIBRARY CHAIRS.....	34
ARTICLE 11 : LEAVES	35
ARTICLE 12 : GRIEVANCE PROCEDURE.....	43
ARTICLE 13 : CONSTRUCTIVE ACTION	46
ARTICLE 14 : DISCIPLINE.....	46
ARTICLE 15 : REDUCTION IN FORCE	47
ARTICLE 16 : NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	51
ARTICLE 17 : INTELLECTUAL PROPERTY RIGHTS	51
ARTICLE 18 : UFE—UNIVERSITY RELATIONSHIP	52
ARTICLE 19 : UNION-MANAGEMENT COMMITTEE.....	54
ARTICLE 20 : TERMS OF AGREEMENT	55
ARTICLE 21 : DURATION.....	55
Appendix A – Just Cause Guidelines	
Appendix B – Intellectual Property	
Appendix C – Statement of Academic Freedom and Tenure, 1940 Statement of Principles	

Appendix D – Statement of Professional Ethics as Adopted by the AAUP June 1987
Appendix E – Agreement Regarding Modes of Instruction
Appendix F – Definitions

PREAMBLE

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

ARTICLE 1: RECOGNITION

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

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

ARTICLE 2: ACADEMIC ORGANIZATION

- 2.1 Faculty Senate. The University and the Union acknowledge the role of the Faculty Senate in shared governance. The Union represents faculty interests on wages, hours, and terms and conditions of employment. The Faculty Senate will make recommendations from the faculty to the University on academic matters and issues relating to the intellectual life of the University.

- 2.2 Administrative Personnel. The faculty will participate in the selection of academic administrative personnel.

- 2.3 Department, Library and College Policies and Procedures.

2.3.1 Each college and the library shall develop Policies and Procedures (“P&P”) and a mission statement that are consistent with the Agreement, University Policies and Procedures, and the University’s mission. The college/library P&P, upon approval by a ballot of the college faculty affected by the issues in the P&P, are forwarded to the Chief Academic Officer for final approval. Review of the college/library P&P will be conducted at least every three (3) years, and any proposed revisions will be approved by a ballot as described in this paragraph.

2.3.2 Each department and other academic unit shall develop P&P and a mission statement that are consistent with the respective college P&P and mission. Department/other academic unit P&P, upon approval by a ballot of the faculty affected by the issues in the P&P, are submitted to the dean for preliminary approval and forwarded to the Chief Academic Officer for final approval. Review of the department/other academic unit P&P will be conducted at least

every three (3) years, and any proposed revisions will be approved by a ballot as described in this paragraph.

- 2.3.3 This Agreement supersedes specific provisions of department, other academic unit, college and library P&P which conflict with its provisions.
- 2.3.4 The Chief Academic Officer's approval of P&P does not imply approval or disapproval of individual Faculty Activity Plans ("FAP") as defined below.
- 2.3.5 Colleges/library and departments shall develop strategic plans and goals which are consistent with the University strategic plan and make recommendations about how resources will be allocated to accomplish their plans and goals.
- 2.3.6 Assessment plans must be a component of both college and department strategic plans and shall be consistent with the University's Academic Assessment Plan. All college and department plans shall include comprehensive measures of student outcomes and competency by major. These plans shall be filed with the college dean and the Office of Institutional Research, Demography, and Assessment.

ARTICLE 3: APPOINTMENTS

- 3.1 Faculty Appointments. A full-time contract year, except for Librarians, is the three (3) quarters of fall, winter and spring. Summer session appointments are by separate contracts. A full-time contract year for a librarian will be a minimum of nine (9) months, and may be as long as twelve (12) months. The contract year will be defined in writing at the time of hire, and may be changed through written agreement with the approval of the Library Faculty Personnel Committee, Dean of Libraries, and Chief Academic Officer.
- 3.2 Faculty Status.
 - 3.2.1 Probationary Appointments
 - (a) Assistant Professor
 - (b) Associate Professor
 - (c) Full Professor
 - 3.2.2 Tenured Appointments
 - (a) Associate Professor
 - (b) Full Professor
 - 3.2.3 Special Faculty
 - (a) Lecturer/Library Associate/Clinical Associate

- (b) Senior Lecturer/Senior Library Associate/Senior Clinical Associate
 - (c) Faculty in Residence
- 3.2.4 Quarterly Faculty. Faculty with quarter appointments who teach 1/6 time or more in any academic year, or are appointed to .17 or greater FTE assignment as a library faculty member.
- 3.3 Authority for Appointment and Reappointment. All faculty appointments and reappointments are made upon the recommendation of the Chief Academic Officer and the President to the Board of Trustees and are not effective until the Board of Trustees or designee has taken formal action. Only those terms of employment that are made in writing to the appointees shall be binding upon the University.
- 3.4 Faculty Recruitment. The University will establish policies and procedures for faculty recruitment that are consistent with guidelines adopted by the American Association of University Professors. Departmental/library faculty members and the chair will provide their recommendations regarding faculty candidates to the dean through the selection process described in the individual department and college/library P&P.
- 3.5 Additional Staffing. The parties recognize the vital role that tenured and tenure-track faculty play in academic life of the University, and share a commitment to emphasizing the role of tenured and tenure-track faculty in teaching and librarianship at the University. Consistent with department/library needs and University resources, the University will give first consideration to adding tenure-track positions when adding staff to meet increased student demand.
- 3.6 New Faculty Appointments.
- 3.6.1 All candidates must meet the qualifications for the rank to which they are appointed, and are expected to provide, either through professional experience or graduate experience, evidence and continuing potential for:
- (a) Excellent teaching or librarianship that commands the respect of students and faculty as demonstrated through such measures as peer evaluations and student evaluations of teaching.
 - (b) Important professional contributions of local, state or national significance.
 - (c) Superior professional activity, scholarship and/or creative activity.
 - (d) Working constructively, collaboratively, productively and professionally to achieve department, library, college and University goals.
- 3.6.2 In addition to the minimum criteria for rank stated in this Article, colleges and departments may establish additional criteria for appointment and promotion.

- 3.6.3 The University will include in the materials it furnishes to candidates for faculty positions a link informing the candidate of the Agreement, pointing out the provisions on tenure and promotion, and providing contact information for the UFE.
- 3.6.4 At the time of appointment, each faculty member will be informed of the criteria for retention, tenure and promotion as described in the departments' and colleges'/library's P&P. The faculty member will also be informed in the offer letter of the four-digit CUPA code associated with the job description for the position into which the faculty member is being hired.
- 3.7 Appointment with Tenure. Faculty may be hired with tenure at the rank of Associate Professor or Full Professor. The process for hiring with tenure must follow the hiring-in procedures as designated in the college, library and department P&P, and it must include the full evaluation process for granting tenure by faculty of the department. Those hired in with tenure must, at least, meet the criteria and qualifications for the rank of Associate Professor as indicated in Sections 4.3 and 4.5.
- 3.8 Joint Appointments. Faculty may be appointed in two (2) or more departments/programs/library subject to the following conditions:
- 3.8.1 The original appointment must be approved by each of the departments or programs to which it is made.
- 3.8.2 The proportion of an appointee's professional responsibilities and rights during the academic year shall be agreed upon in writing at the time of the appointment by the appointee and those departments or programs to which the appointment is made. Ordinarily, at least one-third of the appointee's professional rights and responsibilities must be in each of the departments or programs involved. Such proportion shall be changed only through consultation among the appointee and the affected administrative units. Changes in the appointment must be approved by the departments or programs to which the appointment was made.
- 3.8.3 A joint appointee shall be evaluated for promotion, retention and tenure by a faculty committee whose composition proportionately reflects the division of his/her professional responsibilities between or among the departments or programs to which the appointment is made. If the joint appointment is in more than one college or unit, the reviewing committee shall include representation from each.
- 3.8.4 The Department/Unit Personnel Committee must include representation from the departments/units involved unless this is impossible due to the number of tenured faculty, in which case tenured faculty from related disciplines will serve.

- 3.9 Probationary Appointments. Faculty may be hired on a tenure track at the rank of Assistant, Associate or Full Professor.

ARTICLE 4: QUALIFICATIONS FOR FACULTY APPOINTMENTS

4.1 Assistant Professor.

- 4.1.1 Qualifications: A doctorate or terminal degree is required, however, appointment without these qualifications may be made in exceptional circumstances. Faculty who have this rank shall not have yet attained tenure status.
- 4.1.2 Length of Probationary Period. The normal full probationary period is six (6) years. The initial appointment is a two (2)-year probationary appointment; subsequent probationary appointments shall be for two (2)-year terms. Probationary appointments may exceed six (6) years, only as provided in paragraphs (a) below. Probationary appointments may be less than six (6) years only as provided in Subsection (b)(ii) below.
- (a) Extensions of Probationary Period. No later than the conclusion of the fifth year evaluation, a faculty member may make a request to the department chair for a one (1) year extension of the probationary period due to extenuating circumstances outside the candidate's control which have significantly affected the candidate. Such circumstances may include but are not limited to health problems of the candidate or the candidate's family; the birth or adoption of a child; or additional assignments that may have interfered with the execution of the FAP. The department chair's recommendation will be forwarded to the dean, who will grant or deny the request. A candidate may request reconsideration of a denied request through the Faculty Review Board process described in Section 5.5.2.
- (b) Early Consideration for Tenure.
- (i) Faculty with less than a full six (6) years of probationary service who demonstrate exceptional achievements may be considered for tenure and promotion after the fourth year if nominated by their department personnel committee, their chair, and dean. Completing the requirements of the FAP prior to the sixth year of probationary service does not qualify as an exceptional achievement. A faculty member whose nomination has been endorsed by all of the above reviewers must submit his/her portfolio according to the deadlines established in the academic calendar to be considered for early tenure. Refusal to consider early promotion and tenure may not be appealed through the grievance procedure or other review procedures established in this Agreement.

- (ii) Faculty may at the time of hire negotiate an agreement for consideration for tenure and promotion with less than a full six (6) years of probationary service at the University. The faculty member will be considered for tenure and promotion according to the terms in his/her offer of employment unless he/she requests to extend the probation period to no more than a full six (6) years of probationary period at the University.

4.2 Associate Professor. A doctorate or terminal degree appropriate to the appointment, and six (6) or more years of successful professional experience are normally required. Faculty appointed at the rank of tenure-track associate professor must be evaluated for tenure in the third year. If tenure is not granted, notification must be given by March 1 of the third year and a one (1) year terminal appointment will be granted.

4.3 Full Professor. A doctorate or terminal degree appropriate to the appointment, and ten (10) years of successful professional experience are normally required. Faculty appointed at the rank of tenure-track full professor must be evaluated for tenure in the second year. If tenure is not granted, notification must be given by March 1 of the second year and a one (1) year terminal appointment will be granted.

4.4 Professional Librarians.

4.4.1 The professional library staff shall have faculty status and equivalent rank, but contract appointments may differ from those of other University faculty in length of appointment (up to twelve (12) months/year), salary and vacation periods in accordance with the needs of the University and the normal practices of the profession.

4.4.2 As a general policy, new appointments will be made at the rank of Assistant Professor. A new appointment may be made at the rank of Associate Professor, if the candidate meets the paper qualifications for the rank, and the application has the support of the dean and the Library Faculty Personnel Committee.

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

4.5 Qualifications for Rank of Library Faculty.

4.5.1 Assistant Professor. A master's degree in librarianship and at least three (3) years of successful professional experience shall normally be required. Library faculty holding this rank shall not have yet attained tenure. In addition to the minimal rank criteria described in this Agreement, the Library has established additional criteria for appointment and promotion to this rank.

- 4.5.2 Associate Professor. A second master's degree or the doctorate in librarianship or equivalent degree, and six (6) years or more of successful professional experience shall normally be required. A faculty member lacking the doctorate, equivalent degree, or second master's degree shall have at least nine (9) years of successful professional experience. This is the lowest rank at which tenure may be awarded.
- 4.5.3 Full Professor. The doctorate in librarianship, an equivalent degree, a second master's degree, or other terminal degree appropriate to the field, and ten (10) years successful professional experience shall be required. A library faculty member lacking the doctorate or second master's degree may be appointed to the rank of Full Professor only in exceptional cases and where expertise in his/her field is clearly equivalent or superior to that associated with the doctorate or second master's degree.
- 4.6 Qualifications and Appointment Term for Special Faculty Titles. The following are contractual, non-tenure track positions and an annual contract year is the three quarters, fall, winter and spring.
- 4.6.1 Lecturer and Library/Clinical Associate. Qualified faculty with teaching/librarianship responsibilities on an annual contract.
- 4.6.2 Senior Lecturers and /Senior Library/Senior Clinical Associate. Qualified faculty with at least six (6) years of successful service as a Lecturer or/ Library/Clinical Associate who have demonstrated excellence in teaching by meeting department and college standards for teaching quality may apply for promotion to Senior Lecturer or /Senior Library/Senior Clinical Associate. If, following a thorough review and based on curricular need, the application is recommended by the department personnel committee and chair, it will be forwarded for consideration by the college personnel committee (if applicable), the Dean, the Chief Academic Officer and the President. If approved, the faculty member shall be awarded promotion to Senior Lecturer/Senior Library/Senior Clinical Associate. The minimum appointment will be two (2) years, and the notice of non-renewal will be one (1) year; provided that for those faculty who have been employed in a Senior Lecturer or Senior Library/Clinical Associate position for at least six (6) years, the minimum appointment will be three (3) years. For positions funded by external sources, elimination of the external funding is grounds for termination, irrespective of the one (1) year notice requirement.
- 4.6.3 Faculty in Residence (Scholar in Residence, Visiting Assistant, Associate or Full Professor). These titles may be granted to individuals of exceptional qualifications brought to the institution to provide a short-term enhancement for a program.
- 4.7 Quarterly Faculty. Qualified faculty with teaching or librarian responsibilities hired on a quarterly contract of one (1) quarter in duration.

ARTICLE 5: TENURE AND PROMOTION

- 5.1 Evaluation Committees. University departments shall establish departmental personnel committees and the University library shall establish a library personnel committee for the purpose of evaluating faculty members for retention, tenure and promotion. Only tenured faculty may serve on personnel committees. The department/library personnel committee shall be made up of a minimum of three (3) tenured faculty who, hold a rank at or above that of the person being considered. A personnel committee considering promotion to senior lecturer, retention of an assistant professor, or promotion to associate professor will consist of tenured associate or full professors; a personnel committee considering promotion to full professor will consist of tenured full professors. Small departments may include faculty members from related areas and large departments may establish more than one committee.
- 5.2 Schedule. The Human Resources Office will provide the colleges and library with timelines outlining dates related to the retention, promotion, tenure process.
- 5.3 Retention of Probationary Faculty.
- 5.3.1 Department/Library Evaluation.
- (a) Full-time faculty on probationary status will be evaluated by the chair and by the personnel committee to determine reappointment in the second year of their initial appointment, and annually thereafter. Such evaluations will be based upon progress in meeting goals contained in the FAP, which will be consistent with this Agreement and will address the expectations included in department P&P, college P&P and/or accreditation requirements. It is expected that the FAP will be in effect throughout the probationary period unless modified by mutual agreement between the faculty member, chair, personnel committee, dean, and Chief Academic Officer.
 - (b) As provided in Section 5.3.1(a), as part of the evaluation process, the department/library will provide the faculty member with an assessment of progress on the FAP, any shortcomings in his/her progress, and a recommendation regarding probationary status. The evaluation will be signed by the faculty member and retained in her/his official personnel file in the Human Resources Office.
 - (c) The department/unit personnel committee and the chair shall each forward an independent recommendation to the unit dean as to whether the faculty member should be:
 - (i) Continued on probationary status.
 - (ii) Removed from probationary status and continued as a special faculty member, except as defined in Section 5.4.4(d).

- (iii) Given notice that his/her appointment will not be renewed or will be terminated according to timelines described in Section 5.3.5 below.
 - (d) Chair and committee evaluations and recommendations shall be retained in the faculty member's file in Human Resources. Supporting materials, including student evaluations, may be returned to the faculty member.
- 5.3.2 College Review. If provided by the college P&P, the college personnel committee may review the chair's and department/library personnel committee's recommendations regarding retention of a probationary faculty member and provide its own recommendation to the dean. A college personnel committee member who reviewed a faculty member as part of the departmental review process will recuse her/himself from that faculty member's review at the college personnel committee level.
- 5.3.3 Chief Academic Officer Review. The recommendations regarding retention of probationary faculty members made by the chair, department/library personnel committee, college personnel committee (if applicable) and dean will be forwarded to the Chief Academic Officer, who will forward his/her recommendation to the President. The President will then make a recommendation to the Board of Trustees.
- 5.3.4 Second and Third Probationary Contracts. Following successful completion of their initial probationary appointment, faculty will be provided with a two (2)-year probationary contract. Upon successful completion of a second two (2)-year probationary contract, faculty will be provided with a third two (2)-year probationary contract. If performance shortcomings are identified through the annual evaluation process during the term of a probationary contract, and the faculty member does not make adequate progress in addressing those shortcomings after being given a reasonable opportunity to do so, the probationary faculty member may be terminated with notice as provided in Section 5.3.5 below.
- 5.3.5 Notice of Nonrenewal or Termination of Probationary Contract.
 - (a) The first probationary year must include two (2) quarters of full time employment. Summer appointments do not qualify.
 - (b) Notice of intent not to renew a probationary appointment for the following year shall be given in writing to the individual in accordance with the following standards:
 - (i) Not later than March 1 of the second academic year of service if the appointment is to expire at the end of the initial probationary appointment.

- (ii) For faculty in their third through sixth years of the probationary period, notice of intent not to renew shall be given no later than June 1 for a terminal appointment that expires at the end of the next academic year.

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

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

5.4.2 Eligibility for Consideration.

- (a) Candidate for Promotion/Rank Qualification. Candidates for promotion to Associate Professor with tenure must have at least six (6) years in the Assistant Professor rank, four (4) of which must have been at the University. Credit for prior experience, or any alternative probationary timeline, must be negotiated at the time of hire and included in the offer letter and FAP. Candidates for Full Professor must have at least four (4) years in the Associate Professor rank at the University and must meet the qualifications for such rank.
- (b) Presidential Rights Promotion. The President has the right to promote any faculty member at any time subject to approval of the Board of Trustees.

5.4.3 Evidence Considered.

- (a) Determining Evidence to be Considered. The types of evidence that demonstrate achievement of the goals outlined in the FAP shall be described in the department/college/library P&P, and will be consistent with the definitions of the ranks and include the general areas specified in the provisions of Article 4 – Qualification for Rank and in this Section.
- (b) Candidate Responsibility. It shall be the responsibility of the candidates to provide their department/library personnel committee with an up-to-date promotion file. They shall indicate the criteria category to which each of their accomplishments shall be assigned. The candidates may not use an accomplishment for evaluation in more than one area. Once submitted, a candidate may add additional information to his/her promotion file only upon written approval by the chair or department personnel committee. Any such information must be considered by all reviewing levels. No new information may be added to a file by a candidate or a third party once the department/library-level review has been completed; provided that nothing in this

paragraph will preclude a candidate from responding to requests from the college personnel committee, dean or Chief Academic Officer.

- (c) Scope of Evidence. Work performed by a faculty member prior to his/her appointment at the University may be considered in providing context for the faculty member's pattern of accomplishment in scholarship and creativity. Any such work must be identified in the faculty member's letter of appointment and initial FAP to be considered as evidence for promotion and/or tenure at the University.
- (d) Evaluation of Teaching. Documentation of teaching performance, including peer reviews of teaching performance as described in the candidates' FAP and student evaluation of every class taught during the most recent four (4) quarters, must be included. Student evaluations shall be compiled through use of a standardized university assessment instrument. The statistical data compiled from that instrument shall not, standing alone, preclude consideration for promotion or tenure. Candidates may request a course exemption from evaluation from their department chair.
- (e) Evaluation of Librarianship. Documentation of performance in librarianship must include peer reviews of librarianship as described in the candidates' FAP, student and college faculty evaluation of candidates' teaching of library research skills during the most recent four (4) quarters, and assessment by the functional supervisor, coordinators and the chair.
- (f) Evaluations. Independent evaluations prepared by the department chair, the department personnel committee, the college personnel committee (if applicable), and the dean from the period of probation or, in the case of post-tenure promotion, from the prior four (4) years must be included.

5.4.4 Tenure/Promotion Review and Recommendations.

- (a) Department/Library Level. The department/library P&P specify the scope of the personnel committee's responsibility and review. The personnel committee and the chair shall each forward a recommendation in writing to the dean as to whether the faculty member should be promoted.
- (b) College Level. The college P&P specify the scope of the college personnel committee's responsibility and review. After receipt of the department level recommendations, the college personnel committee shall review the candidate's record and make a recommendation to the dean. The written recommendations, including the dean's, are forwarded to the Chief Academic Officer.

- (c) Chief Academic Officer Level. After reviewing the complete record, the Chief Academic Officer will forward his/her written recommendation to the President who will then make a recommendation to the Board of Trustees. In the event of a negative recommendation, any deadlines for notification or action required by the Board of Trustees will be extended until completion of the reconsideration process. If the Chief Academic Officer's recommendation is negative, the faculty member will be informed in writing of the reasons. In the case of a nontenure recommendation, the faculty member has the right to a two step Reconsideration process.
- (d) Tenure Review of Probationary Faculty. The evaluations for tenure and Associate Professor status are part of a comprehensive process.
- (i) Following the full six-year probationary period and based upon an explicit tenure and rank evaluation, appointment to tenure status may be awarded to a regular full-time faculty member. This evaluation will result in either granting tenure and promotion to Associate Professor or a one-year terminal appointment for the following year.
- (ii) Faculty who, at the time of hire, negotiated a probationary period shorter than six (6) years may choose to put their names forward for tenure review at the time specified in their offer letter or, at their election, at a time no later than the final year of a full six-year probationary period. This evaluation will result in either granting tenure and promotion to Associate Professor or a one-year terminal appointment for the following year.
- (iii) Faculty who are considered for early tenure pursuant to Section 4.1.2(b)(i) will either be granted tenure and promotion or will have one (1) additional opportunity to be considered at a time no later than the final year of the full probationary period.
- (e) Candidate Response. The candidate shall receive copies of the written recommendation at each stage of the review. Within three (3) working days following receipt of the recommendations from the department personnel committee and the chair, the faculty member may submit a written statement to correct factual errors in the recommendations. Within three (3) working days following receipt of the recommendation from the college personnel committee and the dean, the faculty member may submit a brief written rebuttal to the deficiencies noted in any negative recommendation submitted by an individual or committee. A copy of the faculty member's correction of fact and/or rebuttal will be forwarded to the Chief Academic Officer and placed in his/her promotion and personnel file for consideration at the next level of review.

5.5 Reconsideration.

5.5.1 Step One: In the event of a negative recommendation by the Chief Academic Officer regarding retention, tenure or promotion, the faculty member may file a request for reconsideration with the Chief Academic Officer. Such request must be made within seven (7) calendar days of the faculty member receiving the negative recommendation. The faculty member shall set forth with specificity the basis for the reconsideration request, which may be substantive and/or procedural in nature. The Chief Academic Officer may, within seven (7) calendar days, at his/her discretion, (1) refer the challenged recommendation back to the appropriate administrative level for review, or (2) render his/her own judgment on the matter. In either case, no later than fourteen (14) calendar days following submission of the issue to the Chief Academic Officer, he or she shall make his/her recommendation to the President and the Board of Trustees and shall inform the complainant of that recommendation in writing.

5.5.2 Step Two: Faculty Review Board. If, after reconsideration, the Chief Academic Officer's recommendation remains negative, the faculty member may appeal the Chief Academic Officer's negative recommendation to a Faculty Review Board ("FRB"). The faculty member must file the appeal in writing with the Human Resources Office, with a copy to the Union president, within seven (7) calendar days of receiving the Chief Academic Officer's reconsideration notification.

The function of the FRB shall be to determine whether the appropriate faculty body gave adequate consideration to the faculty member's candidacy in reaching its decision and, if the FRB determines otherwise, to request reconsideration by that body or administrator. The FRB shall not substitute its judgment on the merits for that of the previous decision makers.

- (a) Composition of the FRB. The FRB panel shall consist of three (3) faculty members, including a chair, appointed by the UFE from the ranks of Full Professors. The panel shall receive training regarding the proper standard of review by University and UFE representatives. The panel shall be appointed within seven (7) calendar days of the filing of the appeal, with written notice of such appointments provided to the appellant and the Chief Academic Officer. The Chief Academic Officer and/or the appellant have the right to challenge panel members because of a conflict of interest or lack of impartiality. Any such challenges shall be filed within twenty-four (24) hours of receipt of the notice of appointment. The president of the UFE shall rule on any such challenge and either deny the challenge or appoint another member to the panel within three (3) calendar days of receiving the challenge.
- (b) Panel Procedures. Grounds for appeal shall be limited to the failure to provide adequate consideration, *i.e.*, procedural issues. The appeal

shall set forth with specificity the nature of the alleged failure to provide adequate consideration. Within seven (7) calendar days from the date that the panel is fully appointed, the FRB shall convene. The appellant shall appear before the FRB to explain why he/she believes adequate consideration has not been provided and to answer questions by the FRB. While the appellant may be accompanied by person(s) of his/her choice, only the appellant may address the FRB, unless otherwise requested. The University shall be represented at the hearing by the Chief Academic Officer or designee. The FRB may consider any documents or testimony deemed relevant. The appellant bears the burden of establishing that he/she has not been accorded adequate consideration. The deliberations of the FRB shall be closed and confidential. Within fourteen (14) calendar days of convening, the FRB shall complete its hearing and issue a written decision to the appellant and the Chief Academic Officer that:

- (i) Adequate consideration was given; or
 - (ii) Adequate consideration was not given. In such instances, the FRB should indicate the ways in which it believes that consideration may have been inadequate.
- (c) Procedures Subsequent to FRB Review. Within seven (7) calendar days of receipt of the FRB decision, the Chief Academic Officer shall make his/her recommendation to the President and/or the Board of Trustees (for those decisions where the Board is the final decision maker) and shall inform the complainant of that recommendation in writing. The decision of the President or Board of Trustees on the matter will be final, and the faculty member shall have no further right to reconsideration or appeal and cannot file a grievance.
- (d) Claims of Discrimination. If the faculty member alleges unlawful discrimination relating to retention, tenure or promotion, the faculty member shall file a formal written complaint with the University affirmative action officer. The University shall investigate the complaint pursuant to its Discrimination Complaint Procedure. Complaints of unlawful discrimination shall not be the subject of a request for reconsideration or appeal to the Faculty Review Board. Requests for reconsideration and appeals to the FRB shall be held in abeyance until the conclusion of the Discrimination Complaint Procedure.

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

- 5.6.1 Returning Appointees. Faculty members who have voluntarily terminated their appointments at the University shall be regarded as new appointees if they return in any form of appointment.
- 5.6.2 Letter of Appointment. Upon reappointment or continuation of appointment of a faculty member, an annual letter of appointment will be issued. The letter of appointment signed by the appointee shall be returned to the Chief Academic Officer within fifteen (15) days of its receipt to indicate the appointee's acceptance of the conditions of appointment.
- 5.6.3 Resignation. Faculty members who intend to resign their appointments should provide written notice to their unit dean at the earliest possible date. Faculty members who intend not to accept reappointment shall provide written notice thereof not later than fifteen (15) days after receipt of the letter of appointment.

ARTICLE 6: FACULTY PERSONNEL FILES

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

ARTICLE 7: PROFESSIONAL RIGHTS AND RESPONSIBILITIES

- 7.1 Academic Freedom and Tenure. The Statement of Academic Freedom and Tenure, 1940 Statement of Principles has been adopted as a basic guideline for University policies by action of the Board of Trustees. *See* Appendix C. To the extent that there are conflicts between this Agreement and these basic guidelines, the terms of this Agreement will prevail.
- 7.2 Ethics. The Statement of Professional Ethics as adopted by the AAUP June 1987 has been adopted as a basic guideline for University policies by action of the Board of Trustees. The principles of professional ethics shall be upheld by all members of the University community. *See* Appendix D.
- 7.3 Collegiality. Collegiality is not a separate category or criteria of faculty evaluation. It is instead a quality whose value is expressed through the successful execution of expectations regarding teaching/librarianship, scholarship/research/creative activity, and/or service, as described in the FAP.

7.4 Faculty Activity Plans. The FAP describes the expectations regarding teaching/librarianship, scholarship/research/creative activity and service for an individual tenure-track faculty member, tenured faculty member or senior lecturer/senior library/clinical associate over a multi-year period.

7.4.1 Plan Content. The FAP shall be consistent with the University mission and Strategic Plan, college, library, and department strategic plans, P&P, and the Agreement. The FAP shall describe expected outcomes in teaching/librarianship, scholarship/research/creative activity, and service that are consistent with the Agreement, college and department P&P, and accreditation requirements. Where the FAP is intended to lead to tenure and/or promotion the plan shall so state.

7.4.2 Development of the FAP.

(a) Development of the FAP is a collaborative process. All continuing faculty members shall, in consultation with the department/library personnel committee and the department/library chair, prepare a FAP specifying areas of activity for the period of the plan. A new faculty member's FAP shall be prepared no later than the conclusion of the first academic quarter covered by the plan. The term of the initial FAP is determined as follows based upon the faculty members rank upon hiring:

- | | | |
|-------|----------------------------------|---------|
| (i) | Tenure track Assistant Professor | 6 years |
| (ii) | Tenure Track Associate Professor | 3 years |
| (iii) | Tenure Track Full Professor | 2 years |

(b) Term and Preparation of Subsequent FAPs.

- (i) An approved FAP must be in place prior to the expiration of the previous FAP.
- (ii) The term of the subsequent FAP is determined by the faculty members rank as follows:
- (1) Tenured Associate professor – 4 years
 - (2) Tenured Full professor – 5 years
 - (3) Senior Lecturer and Senior Library/Clinical Associate –
Term of Appointment

7.4.3 Approval of the FAP.

- (a) The FAP, including any agreed amendments or revisions made as a result of the collaborative development process described in Section 7.4.2, must be signed by the faculty member, and approved by the department/library personnel committee, chair, dean and the Chief Academic Officer. At the option of the college, and as expressed in the college P&P, FAPs may also require approval by the college personnel committee. A copy of all approved FAPs will be retained in the Human Resources Office.
- (b) Deadlines for the submission of FAPs will be established by the Chief Academic Officer in the academic calendar. Once the FAP or revised FAP is submitted to the Chief Academic Officer, the faculty member, chair and dean will be notified within twenty-one (21) calendar days of either: (i) the specific revisions required to bring the FAP into compliance with department P&P, college P&P or this Agreement; or (ii) that the FAP as submitted has been approved.
- (c) If a FAP is not approved by the department/library personnel committee, the chair, the college personnel committee (if required by the college P&P), the dean or the Chief Academic Officer, the faculty member will prepare a revised plan in consultation with the department/library personnel committee and the chair. If an acceptable plan is not prepared by the end of the subsequent quarter, the chair and department/library personnel committee will revise the plan in a manner that meets with the approval of the college personnel committee (if applicable), the dean and the Chief Academic Officer. Any dispute over the contents of the revised FAP will be resolved by the Chief Academic Officer. The revised FAP will govern the faculty member's approved activity for the period of the plan.

7.4.4 Modification of the Plan. FAPs may be modified during their term. The faculty member or the chair may request in writing a modification. All modifications are subject to the same approval process as the original FAP.

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

7.5.1 Prior to the evaluation, the faculty member will submit to the department/library personnel committee evidence demonstrating that he/she has met the expectations in his/her FAP. The types of evidence that demonstrate achievement of the goals outlined in the FAP shall be described in the department/college/library P&P. Evidence of teaching effectiveness

will include student evaluations, peer evaluations, and curriculum revision/innovation.

- 7.5.2 Based on the materials submitted by the faculty member relating to activity since the last review, the department/library personnel committee and chair shall prepare independent evaluations of, and where appropriate, recommendations for, each faculty member. The department/library personnel committee's and chair's evaluations and recommendations, together with the materials submitted by the faculty member, shall be forwarded to the college personnel committee (if appropriate), the appropriate dean, and the Chief Academic Officer for review and approval.
- 7.5.3 At each level of review, the reviewers will assess whether the faculty member has met the expectations in the FAP.
- (a) Faculty members who do not meet expectations in their FAP, or who do not submit for evaluation at the conclusion of their FAP, will work with the chair or designee to address issues identified in the evaluation and/or issues identified by the chair related to the performance of expectations in the FAP. Progress toward successfully meeting the FAP will be discussed within the first year, and will be evaluated within two (2) years following the review.
- 7.5.4 An associate professor's promotion evaluation fulfills his/her evaluation requirement for a faculty member. Associate professors who do not apply for promotion will be evaluated in the final year of their FAP.
- 7.5.5 Merit Salary Increases for Full Professors. Full professors will be eligible for merit salary increases associated with their post-tenure reviews as follows:
- (a) Those full professors who are judged at the conclusion of their post-tenure review to have exceeded the expectations for teaching (as described in their FAP) will receive a three percent (3.0%) increase in their base salary.
- (b) Those full professors who are judged to have exceeded expectations in teaching AND either their scholarship/creative activity or service responsibilities (as described in the FAP) during the post-tenure review will receive a five percent (5.0%) increase in their base salary.
- (c) Full professors who qualify for salary increases through the post-tenure review process will receive their increases effective the beginning of the academic year following their review. Merit increases will be added to salaries after first adding any general or other increases that may be provided by this Agreement.

- (d) Faculty may petition the Chief Academic Officer for reconsideration of a decision regarding a merit salary increase. The Chief Academic Officer's ruling on the petition will be final, and will not be subject to further review or the grievance procedure.
- (e) All FAPs for full professors will be written with the understanding that exceeding the expectations within the FAP will lead to merit increases as described in this Section. "Exceeding expectations" means completing a measurable work achievement, as identified in the College P&P, that is beyond the minimum requirements described in the FAP.

7.6 Evaluation Process for Lecturers/Library Associates and Faculty in Residence. The department/library personnel committee and the chair will evaluate lecturers/library associates and faculty in residence annually and will prepare a recommendation regarding their rehire. The Chief Academic Officer will establish the timelines for such reviews no later than the end of fall quarter.

- 7.6.1 Prior to the evaluation, the faculty member will submit to the department/library personnel committee a current vita and evidence of effectiveness in teaching and/or librarianship (and other work assignments set forth in the Letter of Appointment).
- 7.6.2 Based on the faculty member's work assignments described in the Letter of Appointment, the materials submitted by the faculty member, and any other materials regarding the faculty member's performance and professionalism submitted by the department/library chair, the department/library personnel committee and chair shall prepare independent evaluations of the faculty member and recommendations regarding the faculty member's potential rehire. The department/library personnel committee and the chair shall review each other's evaluations and recommendations and seek to work out any significant differences.
- 7.6.3 The department/library personnel committee's and chair's evaluations and recommendations, together with the materials considered, shall be forwarded to the appropriate dean for review and consideration. The faculty member will be provided with a copy of the evaluation and recommendation.
- 7.6.4 If the Dean disagrees with the Chair's and/or Department/Library Personnel Committee's evaluation of a particular faculty member, the Dean will provide the Chair and the Department/Library Personnel Committee with a written explanation of the basis for his/her disagreement. The faculty member will be provided with a copy of the explanation.
- 7.6.5 Neither the evaluations and recommendations prepared pursuant to this Section, a Dean's disagreement with those evaluations and recommendations,

nor a decision regarding rehire of a special faculty member, shall be the subject of grievances under this Agreement.

7.7 Workload.

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

7.7.2 Teaching.

- (a) Teaching Responsibilities. All faculty are expected to be current in their field or discipline and maintain methods of professional practice or performance. Each faculty member is responsible for meeting all scheduled classes. Each faculty member is also responsible for planning, organizing and informing students of the course content, texts, readings, assignments, attendance regulations and methods of evaluation including grading scales. Faculty are responsible for scheduling and attending office hours to meet the needs of students as identified in department plans. They are also responsible for turning in grades according to the deadline established by the registrar's office. Tenured and tenure-track faculty are expected to advise students who are declared majors in their department on department, college and University requirements and career opportunities in their disciplines.
- (b) Library faculty members participate fully in the educational, scholarly, and service components of academic life. Each librarian has a unique combination of responsibilities that are defined in his/her faculty activity plan. Each librarian is expected to be current in general academic librarianship as well as in his/her specialized areas of assignment. Each librarian is expected to demonstrate commitment to professional standards in academic librarianship and in assigned areas of specialization. Library faculty members are also responsible for meeting all assigned service schedules, attending office hours, and working with faculty in academic disciplines to support development of information literacy through the University curriculum. Library faculty members are responsible for the development of library collections and services.
- (c) Special and Quarterly Faculty Teaching Workload. Unless otherwise specified in the special or quarterly faculty member's letter of

appointment, workload for such faculty members consists solely of instruction. The teaching load for special faculty will be forty-five (45) credits per academic year; the workload equivalent for special faculty in the library will be defined in the Library P&P. Special or quarterly faculty members assigned duties other than teaching will be given a reduced teaching load to reflect the extent of their additional duties.

- 7.7.3 Scholarship/Creative Activity. Tenured and tenure-track faculty are expected to engage in research, scholarship and/or creative activity, including professional activities leading to publication, performance, or formal presentation in the faculty member's field, or leading to external funding recognizing the faculty member's current or potential contribution to his/her field. Examples of appropriate activities will be included in the college/department/library P&P.
- 7.7.4 Service. Tenured and tenure-track faculty are expected to engage in public service, which includes organized, educational, civic and consultative activities, and service to the University on committees or in administrative capacities.
- 7.7.5 Determination of Workload.
- (a) The workload assigned to special and quarterly faculty will be described in the contract issued to the special or quarterly faculty member at the time of hire or rehire.
 - (b) The workload of all tenured and tenure-track faculty will include a combination of teaching/librarianship, scholarship/creative activity and service. The composition of these professional duties and responsibilities for an individual faculty member in an academic year will be determined by the faculty member and chair, and approved by the dean, as described below. Workload will be composed of eighty percent (80%) teaching/librarianship, equivalent to thirty-six (36) credit hours of lecture/demonstration course instruction during an academic year, and a combination of scholarship/creative activity and service that accounts for the remaining twenty percent (20%) of the faculty member's professional responsibilities. Variances in the ratio of teaching/librarianship to scholarship/creative activity and service may be due to accreditation requirements; assigned time for administrative responsibilities; the extent of research and service activities as defined in FAPs; and teaching/librarianship productivity from special faculty within the college/library.
 - (i) Where the credits associated with a particular mode of instruction do not fairly approximate the weekly student contact hours (*e.g.*, science courses with associated labs, field application, individual instruction), weekly student contact

hours will be used in conjunction with credits in determining the number and type of courses included in a faculty member's annual workload. The relation between contact hours and credits will be determined by agreement between the faculty member, department chair and dean.

- (ii) Student advising is considered a part of a faculty member's normal teaching load. Faculty members with advising responsibilities greater than those associated with a normal teaching load may be assigned additional workload credit for advising as determined by agreement between the faculty member, department chair and dean.
 - (iii) The workload equivalent of thirty-six (36) credit hours for librarians is defined in the Library P&P.
- (c) The process for determining workloads for tenured and tenure-track faculty shall be as follows:
- (i) On or before February 15, the overall workload of each department will be established by the dean following consultation with the chair.
 - (ii) On or before March 10, the department/library chair will prepare a proposed course schedule with teaching assignments for tenured and tenure-track faculty for the following academic year. The assignments will be made in light of the department's/library's needs, the faculty member's discipline and expertise, and the faculty member's FAP. Faculty will provide input to the chair on the proposed schedule, who will finalize the schedule after considering faculty input.
 - (iii) Each faculty member will then prepare an individual workplan outlining his or her planned teaching/librarianship, scholarship/creative activity and service for the academic year. All such workplans must be submitted to the department chair for review on or before March 15.
 - (iv) On or before March 31, the chair shall submit to the dean the faculty workplans for department/library faculty members, along with a summary of how those workplans meet the department's/library's established workload requirements.
 - (v) Following approval by the dean, the annual workplan for each faculty member will be appended to his or her FAP, and a copy will be provided to the faculty member no later than the last day of the current academic year.

- (d) Librarian workloads, including their scheduled hours of work and expectations for scholarship and service, will be determined according to the process described in Subsection (c) above.
- (e) Faculty member's workloads shall be determined with the expectation that the tenured and probationary faculty will have the opportunity to meet the established criteria for reappointment, promotion, tenure, and post-tenure review.
- (f) With approval by the dean and Chief Academic Officer, faculty may be permitted to buy out workload (*e.g.*, through grant-funded activities), provided that the overall teaching/librarianship, scholarship, and service needs of the unit, as determined by the chair and approved by the dean, can otherwise be met.
- (g) Revisions to Workload Plans.
 - (i) Shifts in enrollment and department/library needs, and other unanticipated or emergency situations, require some flexibility in faculty members' teaching/librarianship assignments. If changes are required to a faculty member's workplan, the chair and faculty member will prepare an addendum to the workplan and submit it to the dean for review as soon practicable. Unless the change is required by a situation that the faculty member and the dean both agree to be an emergency, the faculty member shall be given at least six (6) weeks notice before a change in his or her workplan takes effect.
 - (ii) Other modifications to workplans resulting from changes in workload agreed to by the faculty member and chair shall be documented in an addendum to the workplan, attached thereto, and forwarded to the dean for approval.

7.7.6 Disputes Over Workload. Disputes regarding workloads or workplans shall be resolved as follows:

- (a) Procedure.
 - (i) In the event that a faculty member has a dispute over his/her workload or workplan, the UFE shall notify the appropriate dean within seven (7) calendar days of the date on which the dispute arose. The dean will convene a meeting with the faculty member, the UFE (if the faculty member wishes UFE representation at this meeting), and the faculty member's chair. The purpose of the meeting is to attempt to resolve the dispute.

- (ii) If the meeting results in a mutually agreed resolution of the dispute, the employee's workload will be revised consistent with the resolution. If the meeting does not result in a mutually agreed resolution, and the UFE chooses to pursue the dispute, the UFE President or his/her designee will inform the Chief Academic Officer within seven (7) calendar days of the conclusion of the meeting referred to in Subsection (i) above of the UFE's intent to refer the dispute to the Workload Dispute Faculty Review Committee ("FRC").
 - (iii) The FRC will convene within seven (7) calendar days of the date of the referral to hear the dispute. The FRC shall provide a written recommendation regarding the dispute to the UFE President and the Chief Academic Officer within seven (7) calendar days of the conclusion of the hearing.
 - (iv) The Chief Academic Officer will review the FRC's recommendation and shall either accept or reject that recommendation. The Chief Academic Officer shall notify the UFE President and the affected faculty member of his/her decision in writing within seven (7) calendar days from receipt of the FRC's recommendation. If the Chief Academic Officer chooses to reject the recommendation, (s)he shall include his/her reasons for doing so in the notification.
 - (v) The Chief Academic Officer's determination shall be final and binding, and may not be challenged through the Grievance Procedure in Article 7.
- (b) FRC Composition. Each FRC shall consist of three (3) faculty members appointed by the UFE; provided that no faculty member may sit on an FRC hearing a dispute arising out of his/her department. The UFE is responsible for training the participants in the FRC.
 - (c) Pre-Hearing Submissions. At least two (2) business days prior to a hearing before the FRC, each party shall submit to the FRC and the other party a written statement of no longer than two (2) pages summarizing the dispute, and explaining any workload considerations unique to the faculty member's department/unit/library. Any documents directly related to the dispute (*e.g.*, FAPs, P&Ps) that a party intends to present at the hearing must be submitted with the party's statement.
 - (d) Conduct of the Hearing.
 - (i) The FRC shall select a chair who is responsible for conducting the hearing. The hearing will consist of a presentation by the

UFE or affected faculty member, followed by a presentation from the dean or his/her designee, followed by a period of rebuttal by each side. The initial presentations shall be limited to twenty (20) minutes each, the summaries and rebuttals to ten (10) minutes each.

- (ii) The FRC members may ask questions of either the UFE or the dean or his/her designee at any time during each presentation, at the conclusion of the presentation, or during the rebuttal periods. The Chair will serve as time keeper and restore the time taken by asking and answering questions to the twenty (20) minute presentation period and/or the ten (10) minute summary and rebuttal period.
- (iii) Witnesses at the hearing are limited to the faculty member, his/her UFE representative, the dean and/or his/her designee.

7.7.7 Overload and Additional Assignments.

- (a) **Overload Teaching.** In order to assure that overload teaching activities do not impinge upon or serve as a detriment to the regular duties of the faculty, overload teaching should be of a non-recurring nature. Faculty who have been given assigned time for administrative activities may not receive overload for teaching without the approval of the Chief Academic Officer.
- (b) Faculty members may accept an assignment to perform work in a self-support or other program/function through the University (e.g., grants, contracts, consulting, works for hire, festivals) that is in addition to the faculty member's workload plan. Faculty members will receive separate contracts for any such additional employment, which will describe the expectations of the assignment and the compensation to be paid.
- (c) Unless otherwise approved, faculty members will not be permitted to accept an additional assignment or overload from the University that would obligate them to work more than one hundred thirty-four percent (134%) of full-time during any quarter of the academic year (e.g., one (1) additional five-credit course per quarter for faculty whose workplans have not been adjusted to accommodate the additional teaching responsibility). During summer, a faculty member must have prior approval to accept an overload greater than one (1) additional five-credit course (or an assignment requiring equivalent effort). Waivers for additional overload or assignments may be granted by the appropriate dean and approved by the Chief Academic Officer.

7.7.8 Summer Session.

- (a) The Chief Academic Officer or designee shall have the authority to appoint the faculty and staff members who teach during the summer session and shall set the salary and terms of the appointment subject to approval of the Board of Trustees within the budgetary limitations allowed proportionate to the teaching load (10 credits being a full load) and to faculty members' academic year base salary (22% of pay).
- (b) Faculty teaching during Summer Session will be paid consistent with University pay policies, state statutes and regulations. Payment must be made in the quarter earned.

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

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

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

7.10.1 Conflicts of interest are prohibited. Faculty are responsible for avoiding conflicts of interest, and for resolving any conflicts of interest that arise by working in conjunction with the Dean and/or the Chief Academic Officer or designee. "Conflict of interest" shall mean:

- (a) any conflict between the private interests of the faculty and the public interests of the University, the Board of Trustees, or the State of Washington, including conflicts of interest specified under Washington statutes; and/or
- (b) any activity which interferes with the full performance of the faculty's professional or institutional responsibilities or obligations.

7.10.2 The relationship faculty have with students carries the added responsibility to both the student and the University for the relationship to remain absent of abuse of power, or the appearance of abuse of power. In particular, faculty shall not evaluate, supervise or direct the educational endeavors of students

with whom they have or have had a family or intimate relationship, and all such relationships shall be disclosed, in writing, to the Chief Academic Officer. Failure to disclose a relationship will result in appropriate disciplinary action.

- 7.10.3 No faculty member shall participate directly in any recommendation or decision relating to a personnel action (reappointment, promotion, tenure, post-tenure review), professional leave award, or internal funding award to a family member or to a person with whom the faculty member has or has had an intimate relationship. A faculty member shall withdraw from participation in any recommendations or decisions prohibited by this section.

ARTICLE 8: COMPENSATION AND BENEFITS

- 8.1 Market-Based Salary Adjustments. Effective September 1, 2016, those tenured faculty, tenure-track faculty, senior lecturers and lecturers whose salary is less than one hundred percent (100%) of the market average for their rank and discipline will be increased to one hundred percent (100%) of the market average. For purposes of these adjustments, the “market” for tenured/tenure-track positions is defined as the average salary identified in the 2014-2015 CUPA survey of all public universities (where available) for faculty holding the same rank and working in the same discipline. The “market” for lecturers is defined as the average salary for an instructor identified in the 2014-2015 CUPA survey of Non-Tenure Track Teaching Faculty from All Institutions working in the same discipline; in determining the market average for senior lecturers, the University will add ten percent (10%) to the average salary reported for the instructor rank. Market increases will be capped at a maximum of \$18,000 per individual.
- 8.2 General Salary Adjustments. Except as provided in Section 8.2.4 and 8.2.5 below, the salary increases in this Section will be provided to all lecturers, senior lecturers, faculty in residence, probationary faculty and tenured faculty. General salary increases will be calculated and provided based on and in addition to the market-based salary adjustments described in Section 8.1 above.
- 8.2.1 Effective September 1, 2016, all lecturers, senior lecturers, faculty in residence, probationary faculty and tenured faculty will receive a two percent (2.0%) increase in their base salary.
- 8.2.2 Effective September 1, 2017, all lecturers, senior lecturers, faculty in residence, probationary faculty and tenured faculty will receive a two percent (2.0%) increase in their base salary.
- 8.2.3 Effective September 1, 2018, all lecturers, senior lecturers, faculty in residence, probationary faculty and tenured faculty will receive a two percent (2.0%) increase in their base salary.
- 8.2.4 Tenured-track and tenured faculty who as of the date of this Agreement are compensated at more than one hundred ten percent (110%) but not more than

one hundred fifteen percent (115%) of the market average for their discipline (as defined in Section 8.1) will receive one-half (0.5) of the above general salary increases (one percent (1%) per year) described in this Section.

- 8.2.5 Tenured-track and tenured faculty who as of the date of this Agreement are compensated at more than one hundred fifteen percent (115%) of market average for their discipline are not eligible for general salary increases.
- 8.3 Salary Placement for Newly Hired Faculty. Faculty hired into tenured, tenure-track, or lecturer positions during the term of the Agreement will be placed at or above the 2014-2015 CUPA market average for their rank and discipline, and will receive the general salary adjustments described in Section 8.2 beginning the year after their hire.
- 8.4 Quarterly Faculty.
- 8.4.1 Effective September 1, 2016, Quarterly faculty will be compensated at the rate of at least \$636 per credit.
- 8.4.2 Effective September 1, 2017, Quarterly faculty will be compensated at the rate of at least \$649 per credit.
- 8.4.3 Effective September 1, 2018, Quarterly faculty will be compensated at the rate of at least \$661 per credit.
- 8.5 Salary Upon Promotion. Faculty promoted during the term of the Agreement will receive the greater of the 2014-15 CUPA average (plus the above general salary increases in Section 8.2 above) for their new rank/title or the amounts below, whichever is greater:
- 8.5.1 Faculty members who are promoted from Assistant Professor to Associate Professor – seven and one-half percent (7.5%) of the faculty member's current salary.
- 8.5.2 Faculty members who are promoted from Associate Professor to Professor – ten percent (10.0%) of the faculty member's current salary.
- 8.5.3 Faculty members who are promoted from Lecturer to Senior Lecturer – five percent (5.0%) of the faculty member's current salary.
- 8.6 Retention Increases. In the event that a faculty member has received an offer of greater pay from another institution, the faculty member may request that his/her department seek approval from the dean and Chief Academic Officer to make a counter offer. Faculty will need to provide written verification of a bona fide better offer. A decision not to make a counter offer may not be grieved.
- 8.7 Overload. Overload will be compensated at a minimum of the then-applicable Quarterly Faculty rate per credit taught.
- 8.8 Chair Compensation in the Colleges.

8.8.1 Stipend. A stipend will be paid to each department chair based on the weighted formula below. The expectation for department chairs is that they are available during the month of September prior to the beginning of fall quarter.

Factors:	Formulas:
FTE of departments	Chair receives \$100 per department FTE
FTES (average of 4 years)	Chair receives \$1,000 for having a UG program or Grad program
Major (average of 4 years)	Chair receives \$1,500 if the department has a UG and Grad program
Base Salary	Chair receives a summer stipend of 1/9 of their base salary
	Chair receives a portion of \$30,000 for FTES depending on Dept's percent of the University's total FTES (Dept FTES/Total FTES * 30,000)
	Chair receives a portion of \$30,000 for Majors depending on Dept's percentage of the University's total Majors (Dept Majors/Total Majors * 30,000)

8.8.1 Administrative Assigned Time. Each department chair will be assigned administrative time in consultation with the college dean ranging from .50 to 1.0. The criteria for assignment include, but are not limited to:

- (a) The size of the academic unit using faculty FTE guidelines.
 - 8-12 faculty = .50 assigned administrative time
 - 13-20 faculty = .65 assigned administrative time
 - 21-30 faculty = .80 assigned administrative time
 - 30+ faculty = 1.0 assigned administrative time
- (b) The complexity of the programs (e.g., multiple degree programs, certification programs, special off-campus programs, etc.).
- (c) The external/cross-campus interactions and commitments.

- 8.9 Chair Compensation in the Library. The Library Chair will receive a stipend of \$3500 paid over the period of the faculty member's contract and one-third (0.33) administrative release time.
- 8.10 Pay Periods. Unless otherwise agreed between the parties, academic year faculty salaries will be paid in eighteen (18) equal payments, beginning on or before October 11 and ending on or before June 26.
- 8.11 Temporary Assignments. Faculty temporarily reassigned to different duties or to a different location shall retain their normal rate of pay.
- 8.12 Support for Research, Development, and Institutional Enhancement. University support for the enhancement of instruction and research which benefits the entire University community promotes accomplishment of the University's instructional mission. Support for enhancement of instruction and research is also important to individual faculty members, who must meet the requirements for retention, tenure and promotion identified in their FAP.
- 8.12.1 Faculty Development Allocations.
- (a) To support the academic strategic plan, college, library, and department P&P, and individual FAPs, the University will fund a pool each fiscal year with an amount equal to \$1,200 per tenure and tenure-track faculty member; provided that one-half of the money included in the allocations of this Section will be subject to any limitations on use of state money; and further provided that if a state-imposed limitation on the use of faculty development funds would prevent a faculty member from satisfying the terms of his/her FAP, the faculty member and Dean will either find an alternative source of funds or the Dean will work with the faculty member and personnel committee to revise the faculty member's FAP.
 - (b) All probationary and tenured faculty members shall be eligible to receive these funds; eligibility for other faculty members to apply shall be at the discretion of individual colleges/university library and departments.
 - (c) Faculty development funds per individual will be distributed in accordance with guidelines contained within individual college/university library and department P&P, which will identify criteria and procedures.
 - (d) A separate fund to support professional development for state-supported instructional special faculty of \$30,000 will be distributed annually from the office of the Chief Academic Officer.

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

8.12.2 Faculty Summer Research and Development Grants.

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

8.13 Insurance Benefits.

8.13.1 Long Term Disability Insurance. The University will provide eligible probationary faculty, tenured faculty, and senior lecturers/librarians/clinical associates with long-term disability insurance, with a 120-day benefit waiting period, through the Washington State Health Care Authority (“WSHCA”). Eligibility shall be determined by the rules applicable to the long-term disability insurance plan. Faculty members who elect a WSHCA long-term disability insurance plan with a benefit waiting period of less than one hundred twenty (120) days shall be responsible for paying the additional costs associated with their choice of plan.

8.13.2 Health Insurance. Faculty members will receive contributions toward their health insurance premiums in accord with the rates and policies determined by the WSHCA.

8.13.3 Life Insurance. The University will continue providing existing life insurance benefits to eligible faculty at the rates in effect immediately prior to the effective date of this Agreement.

8.14 Retirement Contributions.

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

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

- (c) Faculty who are 50 or older will receive a contribution equal to 10.0% of their base salary.

8.14.2 For those faculty members who participate in another retirement plan administered through the Washington State Retirement System, and who elected at the time of hire to continue participating in such plan, the University will make the retirement contribution required by the respective plan.

ARTICLE 9: SEMESTER FACULTY IN THE COLLEGE OF HEALTH SCIENCES AND PUBLIC HEALTH

- 9.1 Scope. Unless otherwise agreed, provisions of this Article converting the College of Health Sciences and Public Health (CHSPH) from quarters to semesters apply only to CHSPH faculty teaching in certain programs in the college which are operating on a semester system rather than the quarterly system used by the rest of the University. The provisions in this section do not set any precedent in any way for any program outside those covered in this Article. The programs in CHSPH operating on a semester system are Masters of Public Health, Occupational Therapy, Dental Hygiene and Communication Disorders; Physical Therapy will be governed by this Article when it has completed the transition to semesters. Except as altered by this Article, the terms of the Agreement apply in full to CHSPH faculty teaching on a semester basis.
- 9.2 Academic Year. The Academic year for CHSPH semester faculty will consist of two (2) semesters: fall and spring. A full-time contract year is the two (2) semesters, fall and spring.
- 9.3 Credit Equivalency. Recognizing the unique nature of the programs in the CHSPH, the following credit conversion will apply only to CHSPH faculty in these programs. References in the Agreement to credits (*e.g.*, the Workload provision) will be multiplied by two-thirds (2/3) to determine an equivalent number of credits on a semester basis; provided that a full load for CHSPH semester faculty members teaching summer session (Section 7.5.8) is six (6) semester credits.
- 9.4 Wage Increases. Wage increases set out in the Agreement to take effect on the first contract day of the fall quarter will take effect on first contract day of the fall semester for CHSPH faculty members teaching on a semester basis; provided that CHSPH faculty who are teaching summer session courses or programs that are not completed before the beginning of the fall semester will receive their wage increases upon completion of their course or program.
- 9.5 Minimum Rate of Compensation Per Credit. The minimum rate of compensation for a semester credit will be the minimum rate for a quarterly credit multiplied by 1.5.
- 9.6 Extended Contracts. Full-time CHSPH faculty who teach in both quarters and semesters will be given overload compensation equivalent to two (2.0) semester credit hours if the combination results in extending the CHSPH faculty member's contract from nine (9) to ten (10) months.

9.7 Leaves.

9.7.1 Sick Leave for “Quarterly Faculty” Teaching on a Semester Basis. For those CHSPH “Quarterly Faculty” with a semester appointment, the sick leave entitlement described in Section 11.1.2 of the Agreement will be up to three (3) weeks per semester. All other terms and conditions applicable to sick leave in the Agreement will apply to such faculty members.

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

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

9.7.3 Personal Leave of Absence without Pay. CHSPH Faculty members teaching on a semester basis may request an unpaid leave of absence as provided in Section 11.7 of the Agreement for periods of one (1) semester or more.

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

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

9.10 Probationary Faculty. For probationary CHSPH faculty teaching on a semester basis, the first probationary year (Section 5.3.5(a)) must include at least one (1) semester of full-time employment. Notice of nonrenewal for such probationary faculty during the first

academic year of service will be provided no later than June 1; notice of nonrenewal for such faculty in their third through sixth years of probation will be provided no later than June 1 for a terminal appointment that expires at the end of the next academic year. Except as provided in this Section, the provisions of Section 5.3 will apply to probationary CHSPH faculty teaching on a semester basis.

ARTICLE 10: DEPARTMENT AND LIBRARY CHAIRS

- 10.1 Responsibilities of the Department Chair. The department chair is the chief administrative officer of the academic department, a member of the faculty and a member of the bargaining unit. The responsibilities of the chair are to provide effective leadership and fiscal, program, and personnel management in the operation of the department. Specific roles and responsibilities of the department chairs are described in their respective college P&P. Chairs may not initiate a grievance regarding matters arising from their duties and responsibilities as chairs.
- 10.2 Responsibilities of the Library Faculty Chair. The library faculty chair is the chief administrator of faculty personnel processes pertaining to faculty of the EWU Libraries, a member of the faculty, and a member of the bargaining unit. The responsibilities of the chair are to provide effective leadership within library and University policies and goals. The chair is also expected to provide personnel management of library faculty. Specific roles and responsibilities of the chair are described in the EWU Libraries P&P. The Library Faculty Chair may not initiate a grievance regarding matters arising from his/her duties and responsibilities as chair.
- 10.3 Process for Recommendation and Appointment. Department/library faculty will select a nominee for chair through an election conducted according to procedures outlined in their respective college/library P&P. The Nomination from the department/library will be forwarded to the dean, who will forward his/her recommendation to the Chief Academic Officer. The Chief Academic Officer will forward his/her recommendation to the President and the Board of Trustees for confirmation.
- 10.4 Term. Chairs may serve two consecutive four-year term(s) based upon satisfactory performance. Faculty who have served eight (8) years as chair may be reappointed after a minimum one (1) year break in service. In exceptional circumstances, a chair may serve more than two (2) consecutive four (4) year terms. The initial date of appointment for new chairs will be July 1 unless another date is approved by the dean.
- 10.5 Evaluation of Chair's Performance. Department/library chairs shall be reviewed annually by the unit dean. Faculty will participate in the evaluation of chairs at least every two years. The chair will be reviewed based on the performance of duties and responsibilities as outlined in the college/library and departmental P&P. The results of the review will be shared with the chair. Based on the evaluation of performance, a plan may be developed jointly by the dean and the chair for improvement or the chair may be removed by the dean. The department/library faculty by a two-thirds (2/3) majority recall vote may initiate a request to the dean to remove the chair at the end of any academic quarter. The dean shall conduct the vote in the department/library. The chair may resign at any time.

ARTICLE 11: LEAVES

11.1 Sick Leave.

11.1.1 All faculty absences due to illness, injury or disability shall be reported to the chair using the University's sick leave form. Absences of up to two (2) workweeks in duration for illness, injury or temporary disability will be considered sick leave. The faculty member and the chair shall be responsible for making arrangements to cover or reschedule all classes missed by absence due to sick leave.

11.1.2 Quarterly faculty shall be entitled to up to two (2) workweeks of paid sick leave during the term of their contract. Any leave taken beyond the two (2) workweeks in a quarter for the reasons described in Section 11.1.4 shall be unpaid and may, at the discretion of the dean following consultation with the chair, result in termination of the faculty member's contract.

11.1.3 Probationary, tenured and special faculty shall be entitled to paid sick leave of up to two (2) workweeks for each separate occurrence for the reasons described in Section 11.1.4.

11.1.4 Sick leave may be used during the period of a faculty member's appointment for the faculty member's own illness, injury or disability (including disability related to pregnancy); the need to care for a child under eighteen (18) years of age, or an older child incapable of self-care, with a health condition requiring treatment or supervision; and the need to care for the faculty member's spouse, domestic partner, parent, parent-in-law or grandparent with a serious health condition or emergency condition.

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

11.3 Short-Term Disability Leave.

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

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

11.3.3 Amount of Disability Leave.

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

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

- (b) Senior lecturers, senior library associates, and probationary faculty shall be entitled to up to twelve (12) workweeks of paid short-term disability leave during an academic year; provided that nothing in this Section will require an extension of the term of appointment for a special faculty or probationary faculty member.
- (c) Tenured faculty shall be entitled to up to fifteen (15) workweeks of paid short-term disability leave during an academic year.

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

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

11.4 Annual and Holiday Leave for Librarians.

11.4.1 Full-time library faculty earn annual leave at the rate of two (2) days (16 hours) per month. The total amount of annual leave accrued in a fiscal year will reflect the terms of the individual library faculty employment contract (e.g., 12-month, full-time contract = 24 days (192 hours) annual leave; 10-month, full-time contract = 20 days (160 hours); etc.). Library faculty with an appointment that is less than full time accrue leave on a prorated basis that reflects the percentage their appointment bears to a full-time faculty librarian.

11.4.2 All library faculty begin to accrue annual leave from the date they start work as a faculty member in the University Libraries, but are not eligible to use accrued leave until they have completed three (3) months of employment. Library faculty can use no more than thirty (30) days of annual leave per fiscal year. There is no limit on the number of accrued days of annual leave that can be carried forward from one fiscal year to the next. Upon termination of employment, library faculty may cash out their accrued annual leave to a maximum of 30 days (240 hours).

11.4.3 Full-time, twelve-month library faculty receive the ten (10) University holidays per year, plus a personal holiday. Library faculty who work less than twelve (12) months receive only the University holidays that fall within the months they work, and are not entitled to a personal holiday. Library faculty who work less than full time during the year adjust their work schedule during the week in which a holiday falls to reflect the terms of their individual contract. Personal holidays may not be carried over from one calendar year to the next, and may not be cashed out in any circumstances.

11.5 Paid Professional Leave.

11.5.1 Professional leave shall be granted by the Board of Trustees for the purpose of providing opportunities for study, research, and creative activities for the enhancement of the University's instructional and research programs. Selection for professional leave will be judged on the merits of each case as it meets the specific scholarship and/or research and service deemed important to the University criteria for selection. The element of rotation shall not be a factor in selection. Professional leave may be taken to pursue projects in the following areas:

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

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

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

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

11.5.4 Policies Governing Personnel on Leave.

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

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

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

11.5.6 Terms and Conditions.

- (a) The granting of paid professional leave shall not become automatic upon application. The University RSS Committee will evaluate the applications and recommend the granting of leaves on the basis of the factors below. The parties support a goal that membership on the RSS Committee will be broadly representative of the colleges and library.
 - (i) Purpose and scope of the proposed project;
 - (ii) Quality and feasibility of the proposed project;
 - (iii) Ability of the individual to carry out a successful project;
 - (iv) Significance and potential value of the project to the individual, an area of study, the University's Strategic Plan initiatives and the State of Washington;
 - (v) Retraining leaves due to program elimination shall receive priority consideration by the committee.

Any additional approved criteria or policies for evaluating and awarding applications by the appropriate body of the Faculty Senate will be provided to faculty members with the application materials.

- (b) To receive consideration an individual must make formal application in writing.
- (c) Faculty working academic quarters shall receive 90 percent of their quarterly salary while on leave if the leave is taken for one (1) quarter; 82.5 percent of their salary if the leave is taken for two (2) quarters; and 80 percent of their annual salary if the leave is taken for three (3) quarters. Within the six-year period referenced above, no more than one (1) quarter will be compensated at the 90 percent rate; subsequent

quarters will be compensated at 75 percent of the faculty member's salary for the applicable period.

- (d) Salary for leave will be determined on the basis of the salary agreement in effect during the specified period of leave. Outside consulting which is not in direct support of the project for which remunerated professional leave is granted will be permitted with the prior approval of the dean and the Chief Academic Officer.
- (e) Faculty members may seek additional support for their projects from outside agencies. Such aid must be in direct support of the project for which professional leave is granted. A portion of this aid may be used to supplement the leave stipend. (State law stipulates that the base salary cannot be exceeded. Thus, additional stipend funds will be used to reduce the University stipend, thereby allowing the granting of additional professional leaves.)
- (f) Faculty members granted professional leave are required to return to the institution for a period of time equal in length to the length of the professional leave. If this requirement is not met, the Faculty member shall reimburse the University for the cost of the leave in terms of salary and fringe benefits. Faculty members will be required to sign a contract with the University prior to the beginning of their professional leave that includes this obligation.
- (g) Methods of payment while on leave should be set through mutual agreement of recipient and the University.
- (h) A written report of the completed project shall be submitted to the appropriate dean for forwarding to the Chief Academic Officer, the president and the Board of Trustees.

11.5.7 Application Procedures.

- (a) Applications for professional leave shall be submitted in writing to the Chief Academic Officer by November 15. The Chief Academic Officer will announce the deadline at the beginning of each fall quarter of the academic year preceding the academic year in which the leave is to be taken. In exceptional cases, such as an opportunity arising upon shorter notice, later applications may be considered at the discretion of the Chief Academic Officer and the RSS Committee.
- (b) Applications must include the following:
 - (i) Statement of the proposed project;
 - (ii) Purpose and scope of the proposed project;

- (iii) Value and significance of the project, both intrinsically and in relation to the applicant's teaching, librarianship, and other responsibilities at Eastern;
 - (iv) Detailed plans for carrying out the project
 - (v) Evidence of the feasibility of the project and evidence of the individual's ability to pursue the project successfully;
 - (vi) Evidence of support for the proposed project, including letters from other institutions and other individuals concerned with the proposed project, if applicable;
 - (vii) Dates and length of leave requested;
 - (viii) Time, if any, to be devoted to another activity or project, including beginning and terminal dates;
 - (ix) Remuneration, if any, from other sources; and
 - (x) Written proof that the faculty member's program is subject to program elimination (if applicable).
- (c) Applications should be submitted through the chair to the appropriate dean. Each dean will forward to the Chief Academic Officer those applications that have been recommended by the chair and the dean. All such applications will be reviewed by the RSS Committee. Its recommendation should be made to the Chief Academic Officer as soon as possible after receiving the applications.
- (d) Notification to the applicant of the decision concerning the granting of the leave shall be made by the President not later than the end of the quarter following that in which the application was submitted.
- (e) Faculty who take fewer than three (3) quarters leave and who wish to take the remaining quarter(s) during the six-year period should apply for the remaining leave in the manner described above. Each application is a new application and will be considered with all others for that year.
- (f) Faculty whose applications are not forwarded to the Chief Academic Officer may appeal to the FRB within five (5) days of receiving such notice.

11.6 Parental Leave. Tenured, tenure-track and special faculty with multi-year contracts will be entitled to take up to six (6) consecutive weeks of paid leave to care for a newborn child, a newly adopted child, or a child newly placed into foster care. For birth mothers, parental leave will begin with the birth of the child and will run concurrently with

available sick leave, short-term disability leave and/or Family Medical Leave. Parental leave used by a parent who is not the birth mother must be used within twelve (12) months of the birth or placement of the child. In situations where both parents are eligible for leave and work in the same department, they will be expected to coordinate use so that their leaves do not occur at the same time. When possible, faculty members are expected to provide at least thirty (30) days' notice of the need for parental leave, and should coordinate the timing of their leave with the chair to minimize the disruption to classes or staffing.

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

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

ARTICLE 12: GRIEVANCE PROCEDURE

- 12.1 Purpose. The purpose of this procedure is to provide a process for the prompt and fair resolution of grievances. This procedure shall be the exclusive means of resolving grievances.
- 12.2 Definition of Grievance. A grievance is a dispute between the University and the UFE, on its own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation or misapplication of an express term or provision of this Agreement.
- 12.3 Time Limits. Time limits within the grievance procedure may be waived or extended by the mutual agreement of both Parties. If the UFE, on behalf of the employee(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the University fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.
 - 12.3.1 The day after the event, act or omission, or the day after the faculty member(s) or UFE knew or should have known of the event, act or omission, shall be the first day of a timeline under this Article. In the event a time limit under this Article ends on a weekend or holiday, the deadline will automatically be extended to the following University business day.
 - 12.3.2 Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day called for under an applicable time limit.
- 12.4 Submission of Grievances and Responses.
 - 12.4.1 All grievances and requests for arbitration must be submitted to the University’s Human Resources Office, by fax, hard copy, or electronic mail. University responses will be submitted to the UFE’s business office by fax, hard copy, or electronic mail.
 - 12.4.2 Grievances shall include the following:

- (a) the specific term(s) of the Agreement allegedly violated, misinterpreted, or misapplied;
- (b) a statement of the grievance; and
- (c) the remedy sought.

12.5 Cooperation Between the Parties. The University and the UFE will supply each other with requested information reasonably needed to facilitate processing the grievance. Any meetings scheduled to discuss a grievance will be set at mutually convenient times.

12.6 Informal Resolution. Nothing in this Article should be read to preclude the parties from attempting to resolve issues through informal discussions prior to filing a grievance.

12.7 Process.

12.7.1 Step 1. Regardless of the status of any informal discussions regarding a potential grievance, the UFE shall submit the grievance within twenty-one (21) calendar days of the day the faculty member(s) or UFE knew or reasonably should have known of the events giving rise to the grievance. The appropriate Dean shall hold a meeting with the grievant and his or her UFE representative within fourteen (14) calendar days of his or her receipt of the grievance, and shall respond to the grievance in writing within fourteen (14) calendar days of such meeting.

12.7.2 Step 2. Should Step One fail to resolve the grievance, within fourteen (14) calendar days following its receipt of the Dean's Step 1 response, the UFE shall submit the written grievance to the Human Resources Office for consideration by the Provost. The Provost shall hold a meeting with the grievant and his or her UFE representative within fourteen (14) calendar days of the receipt of the grievance, and shall respond in writing to the grievance within fourteen (14) calendar days of such meeting. Grievances challenging a suspension or termination, or a grievance alleging a violation(s) by the Provost shall be initially considered by the Provost at Step 2.

12.7.3 Step 3. Should Step Two fail to resolve the grievance, the UFE shall submit a written request to the University to arbitrate the grievance within fourteen (14) calendar days after its receipt of the Provost's Step 2 response. The UFE shall simultaneously submit a written request for arbitration to the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service and request that the Parties be provided with the names of seven (7) qualified arbitrators from the Washington, Oregon or Idaho area. The arbitrator shall be chosen by the strike method. The party exercising the first strike shall be the loser of a flip of a coin.

12.8 Rules. The Parties agree that if there is question of arbitrability that the arbitrator shall rule on the arbitrability issue before scheduling a hearing on the case in main.

12.8.1 The arbitrator will:

- (a) Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
- (b) Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the Parties agree to modify it;
- (c) Not make any award that provides a faculty member with compensation greater than would have resulted had there been no violation of this Agreement.

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

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

12.8.4 Arbitration Costs.

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

12.9 General Provisions.

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

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

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

ARTICLE 13: CONSTRUCTIVE ACTION

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

ARTICLE 14: DISCIPLINE

- 14.1 Just Cause. No faculty member shall be disciplined or discharged without just cause. Just cause guidelines commonly used by arbitrators are set forth in Appendix A.
- 14.2 Progressive Discipline. The University shall apply where appropriate the principles of progressive discipline which include, but are not limited to, the following steps: verbal warning, written warning, suspension without pay and, finally, discharge. The University will not be required to apply progressive discipline where the nature of the offense calls for immediate discharge or imposing discipline without progression.
- 14.3 Disciplinary Procedures.
- 14.3.1 Informal meetings between the University and faculty members regarding workplace issues are encouraged.

- 14.3.2 Faculty members shall be given a reasonable opportunity to respond to complaints which could lead to discipline.
 - 14.3.3 The University has adopted guidelines for conducting investigations into alleged misconduct and/or violation of laws, regulations, or policies relevant to the University and its constituents. The current version of these guidelines can be found at EWU Guideline 401-01. Faculty members have an obligation to cooperate with investigations conducted by the University.
 - 14.3.4 Faculty members are entitled, at their option, to have UFE representation during any meeting to discuss disciplinary action, or during any investigatory interview conducted by the University that the faculty member reasonably believes may result in discipline of the faculty member. During any such investigatory interview, a participating UFE representative will be given the opportunity to ask questions, offer additional information and counsel the faculty member. The University will notify faculty members before the start of any meeting or interview governed by this Section of the right to UFE representation, and shall permit the faculty member reasonable time to arrange for participation of a UFE representative.
 - 14.3.5 If prior to or during a meeting between the University and a faculty member, the University concludes that discipline could result from the information provided by the faculty member, the meeting shall be designated as a disciplinary meeting by the University. All disciplinary meetings shall be conducted in private.
- 14.4 Pre-Disciplinary Procedure.
- 14.4.1 Notice of Intent to Discipline. If the University intends to impose discipline that involves a loss of pay or termination of employment, the University shall inform the faculty member of its intent in writing. The written notice shall describe the event or conduct with sufficient particularity to permit the employee to understand the reason for the proposed discipline.
 - 14.4.2 Pre-Disciplinary Meeting. The University will schedule a Pre-Disciplinary Meeting to permit the faculty member to provide any additional information he/she wishes the University to consider prior to finalizing its decision regarding discipline.
 - 14.4.3 Disciplinary Decision. No later than fourteen (14) calendar days after the close of the Pre-Disciplinary Meeting, the University shall inform the faculty member of its disciplinary decision in writing.

ARTICLE 15: REDUCTION IN FORCE

- 15.1 Program Reduction and Discontinuance. The reduction or discontinuation of a program is a function of the University in its regular review of departments and programs,

resource allocation and strategic planning. Program review, enrollment trends or severe financial crisis may prompt program discontinuance.

- 15.1.1 The University will set up its own procedures for program discontinuance. The current iteration of these procedures is contained in “Degree Program Discontinuance at Eastern Washington University” approved by the Academic Senate on January 28, 2002, and subsequently approved by the Board of Trustees.
- 15.1.2 The University will make reasonable efforts to plan needed changes in educational programs so as to minimize sudden unexpected shifts of staffing of program units. In meeting changes brought about by shifts in student enrollment or program development, it is frequently necessary to change the faculty allocation to a given department or program unit. Such decisions shall be made by the Chief Academic Officer in consultation with the deans and the department chairs in the units affected.
- 15.1.3 When the Chief Academic Officer believes that the appropriate balance of faculty within a specific department or among the various departments is so distorted that it cannot be corrected without affecting positions held by probationary and/or tenured faculty, the Chief Academic Officer shall so notify the President, the chair of the Academic Senate and the president of the UFE. Before making this determination, the Chief Academic Officer will consult with the UFE as to whether the correction can/should be delayed or avoided by department reconfiguration or revitalization.
- 15.1.4 If a program is considered for discontinuance, the existing degree Program Discontinuance Policy approved by the Board of Trustees applies. The final responsibility for institutional action shall rest with the Board of Trustees.
- 15.1.5 In the event that a program has insufficient students, and discontinuing the program does not require the elimination of tenured or tenured track faculty positions, the program may be eliminated without following the process set out in this Section.

15.2 Severe Financial Crisis.

- 15.2.1 Whenever the President has reason to believe that a severe financial crisis may occur, he/she shall notify the Academic Senate and the UFE president of the nature of the expected emergency and supply supporting documentation. Within fifteen (15) working days of receiving notice of a severe financial crisis from the President, the UFE will submit any recommendations for managing the crisis in a report to the president and the Board of Trustees. The Board of Trustees shall be responsible for declaring any state of University-wide severe financial crisis. Unless continued by a subsequent Board declaration, a declaration of a severe financial crisis will last no longer than one (1) fiscal biennium.

- 15.2.2 On or before such declaration by the Board of Trustees, the President shall develop a plan for meeting the emergency. The final responsibility for institutional action shall rest with the President.
- 15.2.3 Support of instructional efforts will receive highest priority when a severe financial crisis requires reduction of the funding of University programs.
- 15.3 Reduction In Force. Reduction in Force is a layoff of faculty due to a severe financial crisis or program discontinuance or reconfiguration.
- 15.3.1 Except in the case of severe financial crisis, the President of the University shall inform the president of the UFE and the colleges/department(s) affected of intent to implement the reduction in force at least ninety (90) days prior to implementation. The UFE, upon receipt of such written notice, may request a meeting to review the reasons for such intent and to recommend ways to reduce and/or eliminate the need to implement this provision.
- 15.3.2 Faculty layoffs shall take place utilizing the following priority: quarterly faculty/librarians, special faculty/librarians, tenure-track faculty/librarians, tenured faculty/librarians.
- 15.3.3 The department(s) affected shall be notified in writing of the necessary reductions by the Chief Academic Officer.
- 15.3.4 Within fifteen (15) working days of receipt of such notice, the college(s) and department(s)/library affected, in a manner to be determined by the deans, after consultation with the UFE, shall designate the positions, including appropriate qualifications, which are required to meet program needs. These positions will be filled by seniority, *i.e.*, date of appointment to rank or special faculty within each department or library, utilizing the priority listed in Section 15.3.2 above, provided the faculty member filling the position has the necessary qualifications. The results of this process shall be placed in writing and sent to the Chief Academic Officer within the time limit specified above.
- 15.3.5 Following receipt of the position designations from the department(s), the Chief Academic Officer will notify within five (5) working days, those faculty members who are to be laid off.
- 15.3.6 For layoffs resulting from program reconfiguration or discontinuance, senior lecturers, tenure-track and tenured faculty will be given notice as follows:
- (a) Senior lecturers, and tenure-track faculty within the first year of employment, shall be notified no later than March 1, for appointments based on the academic year, or three (3) months prior to the end of an appointment for appointments based on an alternative period.

- (b) Tenure track faculty within the second year of employment shall be notified no later than December 1 for appointments based on the academic year, or six (6) months prior to the end of the appointment for appointments based on an alternative period.
 - (c) Tenure-track faculty with two (2) or more years of uninterrupted tenure track service, and all tenured faculty, shall be notified no later than June 1 for appointments based on the academic year, or twelve (12) months prior to the end of the appointment for appointments based on an alternative period.
- 15.3.7 For layoffs resulting from a severe financial crisis, special faculty lecturers, probationary and tenured faculty will be given notice as follows:
- (a) Special faculty, and tenure track faculty within the first year of employment, shall be provided with a minimum of three (3) months' notice prior to their layoff.
 - (b) Tenure track faculty within the second year of employment shall be provided with a minimum of six (6) months' notice prior to their layoff.
 - (c) Tenure-track faculty with two (2) or more years of uninterrupted tenure-track service, and all tenured faculty, shall be provided with a minimum of twelve (12) months' notice prior to their layoff.
- 15.3.8 Every effort shall be made to find suitable employment within the University for faculty laid off under this Article. Tenured faculty shall have the opportunity to obtain up to one (1) year's retraining, through remunerated leaves, for other programs which have a need for additional or replacement faculty and for which the faculty member is qualified. No faculty may be relocated without consultation with all departments concerned.
- 15.3.9 If faculty are laid off, they shall be placed on a reemployment list for up to two (2) years from the date of layoff. If two (2) or more faculty within a given department are laid off, the University shall place them on a reemployment list in order of seniority. Should a vacancy be created in that department by departure of one of the remaining department faculty whose position the laid off faculty member is qualified to fill, or an increase in the faculty allocation to that department, such vacancy cannot be filled until qualified faculty members on the reemployment list have been offered the position in order of seniority. Such offer shall be made in writing and shall provide the faculty member with thirty (30) days in which to respond. The laid off faculty member shall be required to return to employment no later than the beginning of the next academic year.

- 15.3.10 All faculty laid off under the provisions of this Section and who are subsequently rehired as indicated at Section 14.3.9 shall retain all accrued wage levels and benefits.

ARTICLE 16: NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 16.1 Compliance with State and Federal Law. The parties acknowledge their mutual support for equal employment opportunity and their commitment to abide by all State and Federal law regarding nondiscrimination and affirmative action in the workplace.
- 16.2 Affirmative Action. The parties support and will cooperate in the implementation of the University's affirmative action programs. The University's Affirmative Action Plan will be provided to the Union at the time of its implementation/renewal.
- 16.3 Prohibition of Discrimination and Harassment. Neither the University nor the Union shall discriminate against or harass any employee because of age, sex, national origin, race, color, creed, religion, sensory, mental or physical disability, sexual orientation, marital status or union membership.
- 16.4 Prohibition of Bullying. The parties support the prohibition on bullying at the University. Behaviors constituting bullying, instructions on filing complaints of bullying and the University's processes for investigating and responding to complaints of bullying are outlined in the University's Bullying Policy.
- 16.5 Concerns Regarding the Workplace Environment. The University is committed to providing equal employment opportunity, consideration and treatment for all employees. Faculty are encouraged to identify and report to their chairs, deans or to Academic Affairs, either individually or through their Union representatives, concerns and proposed solutions for abusive, unfair or inappropriate behavior, actions or practices by other faculty members, administrators or other members of the University community. Chairs notified of such concerns will inform their dean of the issue. The chair or responsible administrator will notify the affected faculty member(s) of the response to concerns raised, including the outcome of any investigation conducted, and, to the extent appropriate, actions taken as a result.
- 16.6 Actions for Violations of this Article. Faculty may challenge practices or actions that they allege violate the provisions of Sections 16.1, 16.3 and 16.4 through the University's Discrimination and Bullying policies and procedures, and/or using those remedies available through applicable law. Faculty who choose to file a complaint under the University's Discrimination and Bullying policies may, at their option, choose to have union representation throughout that process. Alleged violations of Sections 16.1, 16.3 and 16.4 shall not be the subject of grievances under Article 12.

ARTICLE 17: INTELLECTUAL PROPERTY RIGHTS

- 17.1 In recognition of the importance of providing uniform policies and procedures for the regulation and administration of intellectual property rights generated by the activities of

its faculty, employees, and others associated with the University, such as visiting scholars, the University has adopted and will maintain an Intellectual Properties Policy (see Appendix B). In the event the University wishes to make changes to the Intellectual Properties Policy, it will first provide written notice of its proposed changes to the UFE and, if requested, will bargain with the UFE over any proposed changes.

ARTICLE 18: UFE—UNIVERSITY RELATIONSHIP

18.1 UFE Rights.

- 18.1.1 The UFE may purchase release time on a quarterly basis of up to one-half of the UFE president's (or designee's) load, and up to one-half of the load of the UFE's bargaining chair; provided that unless otherwise agreed, UFE may not purchase release time for more than one (1) faculty member at a time from a single department. The UFE will pay the appropriate part-time faculty rate for the department from which the faculty member is assigned. On or before June 1 of each year, UFE will notify the office of the Chief Academic Officer of its intended purchases for the next academic year.
- 18.1.2 The UFE may purchase release time of up to five (5) credits during the summer quarter for the UFE president (or designee) by reimbursing the full cost of salary and benefits for such release time. In the event that the UFE president (or designee) does not otherwise have a summer contract, a contract will be issued for this purpose. On or before June 1 of each year, UFE will notify the office of the Chief Academic Officer of its intended purchase for the next academic year.
- 18.1.3 The UFE may rent, for a nominal fee, an office on a space available basis.
- 18.1.4 A copy of the time, place and agenda of all Board of Trustees meetings shall be sent to the UFE president concurrent with distribution to the Board of Trustees members. In addition, the UFE president shall receive copies of the minutes of all Board of Trustees meetings.
- 18.1.5 The UFE shall designate a faculty representative who will be allowed to attend the regularly scheduled Board of Trustees meetings and report on UFE issues, consistent with the bylaws and procedures of the Board of Trustees.
- 18.1.6 The UFE shall have the right to payroll deduction of dues and assessments upon the submission of a signed authorization card. The authorization shall be continued year to year unless a faculty member submits a revocation of authorization by October 15th of the year in which he/she wishes to withdraw his/her membership. The University will transmit the collected dues to the UFE per the UFE's instructions.
- 18.1.7 The UFE and its representatives shall have the right to schedule the use of University facilities to transact UFE business subject to standard facilities use

policies and procedures. Where standard facility charges exist, the UFE will pay the same rate as any other outside, non-University, client.

- 18.1.8 UFE officers and stewards may make de minimis use of state-owned or operated campus mail, fax machines, the Internet, or intranets for the exclusive purpose of administering this Agreement. UFE officers and stewards may also make de minimis use of state-owned or operated e-mail for the exclusive purpose of administering this Agreement, including scheduling UFE meetings. Except as permitted in this Section, state-owned or state-provided equipment, services or supplies may not be used for conducting internal UFE business; provided that the UFE may use copiers or other normal office equipment by reimbursing the University according to the same reimbursement policies as apply to the other outside, non-University clients.
- 18.1.9 The University shall furnish to the UFE upon request documents or electronic information concerning its financial resources, expenditures, or other matters reasonably necessary to enable the UFE to carry out its duties as the exclusive bargaining representative for faculty members.
- 18.1.10 Upon request, the University shall provide the UFE with information regarding each faculty member. Such information shall include University rank, college and department assigned, length of employment within the University, email and University telephone numbers.

18.2 University Rights.

- 18.2.1 The University retains its statutory rights to the general supervision of the institution and the control and direction of expenditures from the institution's funds. The University has the legal responsibility to carry out the educational mission of the institution. The University reserves the right to manage, direct and supervise all work performed. The University reserves the right to manage its affairs within its legal mandate and retains all management powers not specifically abridged, delegated or modified by the terms of this Agreement.
- 18.2.2 These rights include, but are not limited to:
- (a) Determining the mission of the University and methods and means necessary to fulfill that mission.
 - (b) Setting policy for the University.
 - (c) Determining the size of the University, including the budget and the number and type of academic and nonacademic staff.
 - (d) Establishing and maintaining standards as they relate to accreditation, curriculum, technology, service and research.

- (e) Responsibility for the construction and maintenance of all University facilities, grounds and equipment on and off campus.
- (f) Maintaining and improving the efficiency and effectiveness of University operations related to administration and program.
- (g) Final authority regarding faculty criteria for hiring and promotion, faculty employment, promotion, transfer, non-appointment, non-renewal, and reassignment.
- (h) Determining faculty standards of service, faculty assignments, responsibilities to be performed, scheduling of these responsibilities, and evaluation of performance.
- (i) The right to make rules, regulations and policies that do not conflict with the provisions of this Agreement.
- (j) Conducting workplace investigations, and disciplining or discharging faculty for cause.
- (k) Planning, establishing, modifying, reorganizing or abolishing academic units, degree programs, and courses of instruction.

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

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

ARTICLE 19: UNION-MANAGEMENT COMMITTEE

19.1 Purpose and Scope of Authority. The University and the UFE will maintain a Union-Management Committee to provide a forum for communication between the Parties and to promote constructive labor-management relations. Committee meetings will be used for discussions and shared problem-solving only; the committee shall have no authority to conduct negotiations or modify the provisions of this Agreement.

19.2 Committee Composition. The Union-Management Committee will consist of up to three (3) faculty members selected by the UFE, a UFE staff representative, and up to four (4) representatives selected by the Chief Academic Officer.

19.3 Scheduling of Meetings. Either party may request a meeting of the Union-Management Committee by sending a written request, including a description of the issue(s) to be

addressed, to the other party. When requested, a committee meeting will be scheduled at a mutually acceptable time and place. The committee shall meet at least once per quarter, including summer session, but additional meetings may be scheduled by mutual agreement.

ARTICLE 20: TERMS OF AGREEMENT

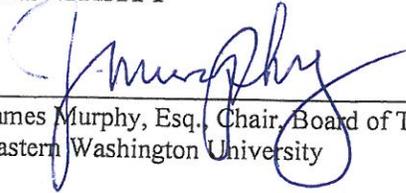
- 20.1 Application of University Policies. This Agreement supersedes specific provisions of University policy with which it conflicts. Absent such a conflict, faculty members will be subject to all University policies. Issues or concerns regarding misapplication of University policy may be raised by the UFE through the Union-Management Committee process described in Article 19. The University will provide the UFE with forty-five (45) calendar days' notice, and ample opportunity to provide input, prior to implementation of any proposed policy change during the term of this Agreement that affects faculty working conditions.
- 20.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and it supersedes any prior written or oral agreements between the Parties.
- 20.3 Obligation to Bargain Matters Not Covered by this Agreement. Except as provided in this Agreement or by applicable law, the University will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The University will satisfy its bargaining obligation regarding the impact of any decisions made by the University in the exercise of its lawful managerial rights which affect faculty wages, hours, and working conditions.
- 20.4 Headings. Headings and subheadings in this Agreement are included for ease of reference only. They do not provide full notice of the terms of any portion of this Agreement, and are not relevant to the interpretation of any provision of the Agreement.
- 20.5 Procedure for Ratification. Upon ratification by the UFE, the Agreement shall be submitted to the Board of Trustees for its approval. The Agreement shall take effect after ratification by the UFE and approval by the Board.
- 20.6 Savings Provision. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such court pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party, the University and UFE shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement of such provision.

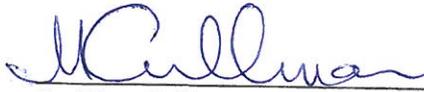
ARTICLE 21: DURATION

- 21.1 This Agreement shall take effect September 1, 2016, and shall remain in effect until August 31, 2019.

Effective this 24th day of June, 2016.

FOR EASTERN WASHINGTON UNIVERSITY

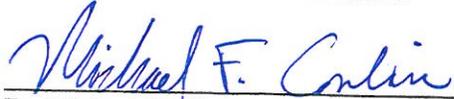

James Murphy, Esq., Chair, Board of Trustees
Eastern Washington University


Dr. Mary Cullinan, President
Eastern Washington University

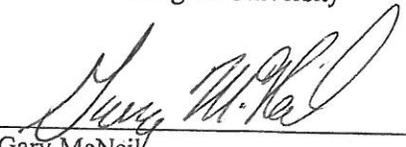
Approved as to Form:


Assistant Attorney General

FOR UNITED FACULTY OF EASTERN WASHINGTON UNIVERSITY


Dr. Michael Conlin
President, United Faculty of Eastern Washington University


Dr. Richard Orndorff
Vice President for Bargaining, United Faculty of Eastern Washington University


Gary McNeil
Chief Negotiator on behalf of United Faculty of Eastern Washington University
Higher Education Organizer, United Faculty of Washington State

APPENDIX A

Just Cause Guidelines

Just cause guidelines commonly used by arbitrators are as follows:

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

APPENDIX B

Intellectual Property Policy

Intellectual Property Management

Academics and Research – Research

EWU Policy 302-04

Authority: EWU Board of Trustees

Effective December 3, 2013

Proponent: Provost

Purpose: This policy establishes university standards and regulations relative to intellectual property.

History: This policy was adopted by the EWU Board of Trustees on December 3, 2013 and supersedes EWU policy 302-04, Patents, Copyrights and Royalties, dated July 13, 2012 which was a republication of UGS Policy 435-040 et seq, Patents, Copyrights and Royalties, dated June 23, 2006. This publication includes housekeeping changes to section 4-4 of Dec 10, 2014.

CONTENTS

- Chapter 1 – Introduction
- Chapter 2 – Administration of Policy
- Chapter 3 – Ownership Rights
- Chapter 4 – Patents
- Chapter 5 – Copyrights

CHAPTER 1 – INTRODUCTION

1-1. Scope

This policy applies to intellectual property which are developed using Eastern Washington University equipment, supplies, facilities, employee time, or trade secret information, or which relate directly to the university's business, research or development.

1-2. Applicability

This policy applies to all university employees. For the purpose of this policy, "employee" is defined as any person receiving compensation from the university. The uncompensated activities of students in furtherance of their educations shall not be considered service that benefits the university within the meaning of this policy. Section 3-7 provides additional information on student rights regarding intellectual property.

1-3. Definitions

- a. Intellectual property includes potentially patentable inventions or discoveries, trade secrets, and copyrightable works.
- b. An invention is a new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof.
- c. A patent is a grant giving the owner the right to exclude others from making, using, or selling the

invention in the jurisdiction where issued. This right may be assigned to the employer by the inventor as a condition of employment, or for other reasons, but the patent application must be filed in the name of the inventor.

d. Technology Transfer is the transfer of intellectual property rights between the university and companies or other entities outside the university. Such intellectual property rights may consist of patents, copyrights, trademarks, and trade secrets.

1-4. Applicable Law

a. Federal law governs the creation of intellectual property. The United States Constitution, Article III, Section 8, gives to Congress, in order "to promote the progress of science and the useful arts, "the power to grant, for limited periods of time, to authors and inventors, the exclusive right to their respective writings and discoveries." The Copyright Act, in Title 17 of the United States Code, sets out the requirements by which an author of literary, artistic, and similar works may obtain copyright protection, and provides that in the case of a "work made for hire," the employer is the author for copyright purposes. 17 U.S.C. § 201(b). The Patent Act, in Title 35 of the United States Code, sets out the requirements by which inventors of new and useful processes, machines, manufactures, or compositions of matter may obtain patent protection

b. Consistent with the Ethics Law, this policy authorizes university employees, under defined circumstances, to retain ownership to certain intellectual property created with university resources. Additionally, this policy authorizes university employees to receive royalty payments from commercialization of certain university-owned intellectual property that they created.

CHAPTER 2 – ADMINISTRATION OF POLICY

2-1. Technology Manager

The president shall designate an EWU administrator with the title and responsibilities of Technology Manager. The Technology Manager is responsible for administering this policy.

2-2- Intellectual Property Committee (IPC)

a. Purpose. The IPC serves as an advisory committee to the president on all university patent and copyright matters.

b. IPC shall have the following powers and duties:

- (1) To interpret and apply this policy, in compliance with applicable state law and regulations.
- (2) To evaluate inventions for patentability, scientific merit and economic feasibility, and where desirable to seek expert advice to assist it in making such determinations.
- (3) To decide on the category into which an invention or original work falls for the purposes of determining who has or shares the equity therein.
- (4) To determine the patent or related rights or equities of the university and other interested parties in an invention.
- (5) To assign inventions to outside organizations for the evaluation and patenting.
- (6) To license intellectual property to outside organizations under appropriate licenses for commercialization, open source licenses, such as the GNU General Public Licenses, or other types of agreements considered to be in the best interests of the university and public good.
- (7) To release patent rights to the inventor in the absence of overriding obligations to outside sponsors of research, in cases where it is deemed equitable or appropriate to do so, subject to the written approval of the president or designee.
- (8) To submit its decisions on patent and copyright matters to the university president or designee.

(9) To provide assistance and advice to faculty and other research personnel concerning all aspects related to the patenting of inventions and the copyright in original works.

(10) To ensure an effective system of patent and copyright administration by means of an ongoing review of applicable policies and procedures and to make reports and recommendations to the president thereon.

(11) To determine if the university has an interest.

(12) All matters coming before the committee regarding specific property shall be held confidentially by all members of the committee.

c. Membership: The composition and tenure of the IPC shall be:

- (1) Four faculty including one member from the university library with staggered two- to three-year terms, appointed by the university president, and with nominations submitted by the Eastern Washington University Academic Senate.
- (2) One student for a one-year term, appointed by the ASEWU.
- (3) One member of the Academic Deans, appointed by the president, to serve a two-year term; the vice provost responsible for research; the Executive Director of the Office of Grant and Research Development; the Technology Manager (if different from the vice provost responsible for research); and one representative from the Extended Campus.
- (4) The Technology Manager chairs the committee.

CHAPTER 3 - OWNERSHIP RIGHTS

3-1. Research Developed Intellectual Property

a. Research Supported by University Funds

Intellectual property resulting from research supported by university funds, developed using university facilities, and/or developed as part of the faculty workload, is the property of Eastern Washington University. Employees are entitled to receive a share of royalties per the royalty schedule in section 4-7.

b. Research Supported by an Outside Agency

Intellectual property resulting from research supported by an outside agency, either wholly or in part, is governed by the provisions of the agreement with the sponsoring agency. In the absence of such provisions, the intellectual property will be considered as derived from state or university supported research. Additional information on ownership interests in inventions that were developed as a result of sponsored research are provided in section 4-2.

c. Personal or Private Research

The university does not claim ownership rights in intellectual property clearly resulting from personal or private research and developed by a person, without cost or expense to, or use of facilities, equipment or staff of the university. Intellectual property may be voluntarily offered by the employee to the university for the possible securing of a copyright or patent, and for subsequent developing, processing and exploitation under university aegis. If agreed to by the Intellectual Property Committee, the inventor shall assign rights to EWU and will thereafter receive a percentage of the net profits generated by the invention as negotiated with the university and specified in the agreement with the university.

3-2. Commissioned Works

The university shall own copyrightable works that have been commissioned by the university. University-commissioned works consist of those that result from a specific sponsorship by the university, to include:

a. Works expressly commissioned through written contract with the university. Such works are frequently referred to as “works made for hire” in

legal documents. The term “commissioned work” is used in this policy to describe a copyrightable work prepared under a written agreement between the university and the creator when (i) the creator is not a university employee or (ii) the creator is a university employee but the work to be performed and any associated compensation falls outside the normal scope of the creator’s university employment. Contracts for commissioned work will specify that the work is a “work-made-for-hire.” As a work-made-for-hire, the university for which the work was prepared is the author and owner, unless the contract contains written language to the contrary.

b. Production under a Grant. In the case of production of materials under a grant administered by the university, the assignment of right and royalties shall be accomplished under the terms of the grant. If the sponsor makes no provision for the division or assignment of rights and royalties, then this is a university commissioned material.

c. Works created pursuant to the terms of a university agreement with an external party.

d. Works created as a specific requirement of employment or assignment with the university that may be specified, for example, in a written job description or an employment agreement. Such specification may define the full scope or content of the employee’s university employment duties comprehensively or may be limited to the terms applicable to a single copyrightable work. Absent such prior written specification, ownership will vest with the university in those cases where the university provides the motivation for the preparation of the work, the topic or content of which is determined by the creator’s employment duties and/or when the work is prepared at the university’s expense.

e. Commissioned works that are also patentable. The university reserves the right to pursue multiple forms of legal protection concomitantly, if available. Computer software, for example, can be protected by copyright, patent, trade secret, and trademark.

f. On-line courses initiated by the university.

3-3. Intellectual Property Developed during Leave of Absence

The university does not claim ownership rights in intellectual property developed by university

employees while on leave of absence unless university resources or facilities were used in developing the intellectual property and/or unless there is a prior written agreement so specifying. If any university resources or facilities were used in the development of the intellectual property, the provisions of section 3-1 apply. If no university resources or facilities were used and in the absence of a prior written agreement, the rights to intellectual property resulting from such leaves reside with the originator.

3-4. Intellectual Property developed through the Faculty Grants for Research and Creative Activity Program

The university does not claim ownership rights in intellectual property developed as a result of intramural funding under the Faculty Grants for Research and Creative Activity program unless university resources or facilities were used in developing the intellectual property. If any university resources or facilities were used in the development of the intellectual property, the provisions of section 3-1 apply. Acceptance of and compensation from a Faculty Grant does not create a university commission for intellectual property that may result, unless there is a prior written agreement so specifying. In the absence of such an agreement, the rights to intellectual property resulting from a Faculty Grant reside with the originator.

3-5. Traditional Academic Works

The university does not claim ownership rights to "traditional academic works". They are created independently and at the creator's initiative for traditional academic purposes. Examples include class notes, books, theses and dissertations, educational software (also known as courseware or lessonware), articles, non-fiction, fiction, poems, musical works, dramatic works including accompanying music, pantomimes and choreographic works, pictorial, graphic and sculptural works, scripts and screenplays or other works of artistic imagination that are not created as an institutional initiative.

3-6. Multiple Originating Persons

If more than one person is involved in the development or production of materials covered in these policy statements, it shall be the responsibility of the individuals and not of the university to

determine their share of proportion of rights and obligations in agreements or policy administration.

3-7. Rights of Students

Except in the case of commissioned works (see section 3-2), and subject to any restrictions imposed by outside sponsoring or funding organizations, a student of the university who writes or produces any work shall have exclusive rights to the work.

A student's exclusive rights extend to works prepared as part of the requirements for a university degree; however, the university retains the following rights:

a. The original data (including software) of an investigation for a graduate thesis or dissertation are the property of the student but the student's major department may retain copies.

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

3-8. Relinquishing University Rights

The university will relinquish all of its rights to the inventor in the following cases:

a. If the invention is judged by the Intellectual Property Committee to be the result of personal or private research; or

b. If the university decides not to secure a patent for an invention which is a result of personal or private research but has been submitted to the Intellectual Property Committee voluntarily by the inventor for patenting and commercialization under university auspices as hereafter noted.

c. If the university determines that it is not in its best economic interest to pursue a patent on an invention, the rights will be released to the sponsoring agency (if such action is required by grant or contract agreement), or to the inventor.

In all cases of waiver of rights, the university shall relinquish its rights to the inventor by written waiver signed by the university president or designee.

CHAPTER 4 – PATENTS

4-1. Ownership Interests in Developments Made Prior to Employment at EWU

For the protection of the employee's interests, each employee shall disclose to the Office of Grant and Research Development, at the time of employment, all inventions or trade secrets developed or being developed by the employee, for the purpose of establishing ownership rights to developments made prior to employment by the university.

4-2. Additional Rules for Sponsored Research

Under the federal patent and trademark legislation of 1980 (35 USC 200 et seq.), the university has the right of first refusal to title in inventions made in the performance of federal grants and contracts. The university will assert title to and attempt to license inventions made with federal government funds so that the congressional purpose of fostering the development of industry in the United States will be furthered.

Where research has been sponsored, ownership and licensing of inventions shall be negotiated between the sponsor and the university or its agent where appropriate.

The proprietary rights of the university and of the university's employees shall be subject to the terms and conditions of the agreement between the sponsor and the university.

The university will strive to protect the financial interests of all and ensure that the university retains the traditions of self-governance and academic freedom. The university, on behalf of its constituent colleges or departments, will not accept grants or enter into agreements for the support of instruction or research that confer upon an external party the power to censor, unduly delay or exercise veto power over either the content of instruction or the publication of research. Publication of research findings may be temporarily delayed by agreement for mutual benefit in order to protect invention rights or permit the research sponsor to review the proposed publication for the sole purpose of identifying proprietary information furnished by or belonging to the sponsor.

In multilateral situations, the university normally retains ownership of property developed under sponsorship agreements and will negotiate rights to

license the property. Agreements between inventors and outside sponsors shall be considered for approval on a case-by-case basis.

4-3. Additional Rules for User Agreements, Materials Transfer Agreements, and Other Agreements

Where research has been conducted under the terms of a non-monetary agreement where EWU received a benefit such as the ability to use facilities that are not the property of the university or employ materials that are the proprietary property of an outside entity or organization, the rights of the university and of the university's employees shall be subject to the terms and conditions of the agreement between the university and the entity or organization providing such benefits.

4-4. Procedures

This section describes the procedures for identifying and for determining ownership interests in potentially patentable inventions. The university's process for evaluating an invention is shown in Appendix A, EWU [Intellectual Property](#) Disclosure Decision Flow Chart.

a. Identification / Disclosure

University employees, all non-employees who use university research facilities, and those who receive grant or contract funds through the university shall promptly disclose all potentially patentable inventions and/or discoveries to the Office of Grant and Research Development.

The originator initiates this process by filing an [Intellectual Property](#) Disclosure Form with the Office of Grant and Research Development. The [Intellectual Property](#) Disclosure Form must be submitted at the earliest opportunity--prior to disclosure of the potentially-patentable invention or discovery to a third party.

b. IPC Review

The Office of Grant and Research Development shall forward the [Intellectual Property](#) Disclosure Form to the IPC. The IPC will review the form and any associated materials. The IPC may collaborate with the originator's immediate supervisor, department chair, and/or dean for the purpose of identifying and validating factors related to determining ownership interests.

Committee members shall take adequate steps to assure and preserve the confidentiality of all invention disclosure documents.

The IPC shall invite the originator to any committee meetings that will include consideration of the originator's case.

c. IPC Determination

The IPC shall determine whether the potentially patentable property is owned by the university, by the employee, jointly by the university and the employee, or by an outside sponsor. The IPC shall endeavor to make a determination within ninety (90) days of the initiation of the **Intellectual Property Disclosure Form**. If the IPC has not made a determination within the 90-day period, it shall notify interested parties of the delay and of an expected time frame for making a determination.

Patentable inventions not subject to a sponsorship agreement or university ownership under other provisions of this policy may be determined by the IPC to be the employee's property. If the employee is determined as the owner, the university will, on demand from the employee, issue a written waiver of the university's rights.

The committee may determine that the employee is a partial owner of the intellectual property with the university in cases where it would be unfair to determine that the property is wholly owned by either the university or the employee. In such cases the committee shall establish percentages of respective ownership.

If the committee deems it to be in the best interests of the university to release its rights to invention, it may do so, as described in section 3-8.

The committee may place conditions on the release (including a lump sum payment, a portion of the royalties or other consideration) to compensate for the use of facilities and materials.

d. Notification and Appeal

Within five days of the IPC's ownership determination, the committee shall notify the originator of the determination. The originator shall have thirty (30) days from the date of the mailing of the notice to appeal the committee's decision to the university president or designee. The president or designee shall make a final decision on the appeal.

4-5. Duty to Assign and Cooperate

After the determination by the IPC and exhaustion of the employee's right of internal appeal, the employee shall execute documents of assignment to convey to the university all of the employee's interest in the invention determined to be owned by the university and assist in obtaining, protecting and maintaining patent rights.

4-6. Publication and Disclosure to Third Parties

Premature publication, public use or disclosure of an invention can sometimes jeopardize the rights of the employee, the university or its assignee to secure patent protection. Therefore, unless the IPC has issued a waiver of university rights, the employee shall not promote or engage in any publicity or disclosure concerning the invention until patent applications have been filed.

Once an invention is identified as potentially patentable, all publicity, public reports, interviews, news releases, speeches, public disclosures or public demonstrations of the invention shall have prior clearance in writing from the university or the Technology Manager.

This section is not applicable to sponsorship agreements that impose different obligations on disclosure.

4-7. Management of Patents

University patents shall be assigned to and managed by the university. Under certain conditions, a patent may be assigned to and managed by a designated Technology Transfer Agency if it is determined that it is in the best interest of the university. The Technology Manager shall provide guidance regarding the use of a Technology Transfer Agency. The Technology Manager shall maintain a listing of available Technology Transfer Agencies.

4-8. Royalties

Net royalty income is defined as gross income from licensing fees and other compensation resulting from the marketing of intellectual property, less expenses. Expenses include, but are not limited to, university direct and indirect costs, and costs associated with use of a Technology Transfer Agency.

Net royalty income shall be distributed according to the following schedule:

Cumulative Net Income	Inventor	GRD*	College/ School
\$1-\$5,000	100%	0%	0%
Above \$5,000	1/3	1/3	1/3

*Grant & Research Development

In the case of multiple inventors, the cumulative net royalty income shall be distributed equally among them unless their initial disclosure specified an unequal distribution.

CHAPTER 5 – COPYRIGHTS

5-1. Types of Copyrightable Materials

The following materials are subject to copyright and, when commissioned by the university, are subject to the scope and provisions of this policy:

- a. Books, articles, texts, bibliographies, study guides, manuals, syllabi, theses and dissertations, and similar printed materials.
- b. University sponsored or assisted periodicals.
- c. Unpublished lectures, musical or dramatic compositions and scripts or screenplays.
- d. Maps and similar representations.
- e. Photographs, drawings, art reproductions and other works of art, or scientific or technical illustrations.
- f. Films, filmstrips, charts, transparencies and other visual aids.
- g. Video and audio recordings.
- h. Live video or audio broadcasts.
- i. Programmed instruction materials.
- j. Computer programs.
- k. Online learning objects, computer –aided instruction materials, and websites.
- l. Other materials that may become copyrightable under the revisions of the copyright law. Brochures issued by the Copyright Office of the Library of Congress provide additional guidance.

5-2. Dedication of Copyrightable Works

The author or creator of a copyrightable work may obtain a copyright or dedicate the work to the public at their discretion--subject to any restrictions imposed by sponsoring or funding agencies not under university control.

5-3. University Uses of Traditional Academic Works

a. Royalties and Copyrights. For academic works, the rights to royalties and copyrights shall reside with the originating faculty or staff member for the purposes of any net income that subsequently may be derived from the materials, but the university shall retain the right to the use of such materials in its own programs or in any cooperative educational programs in which it is engaged.

b. Sales of Materials Published or Duplicated. Materials published or duplicated at university expense may not be sold to students registered in university programs, except on a basis of recovering the actual cost of production and through procedures approved by the university.

c. University Rights In Traditional Academic Works. Traditional academic copyrightable works created with the use of university resources over and above those usually and customarily provided shall be owned by the creators but licensed to the university. The minimum terms of such license shall grant the university the right to use the original work in its internally administered programs of teaching research, and public service on a perpetual, royalty-free, non-exclusive basis. The university may retain more than the minimum license rights when justified by the circumstances of development.

5-4. University Uses of Certain Copyrightable Materials

Ownership and use of locally-developed education materials (e.g. audio, video, and visual media; computer applications, programs, and systems) shall be governed by the following guidelines.

a. When university materials are employed, the university retains joint ownership and rights for use of the materials in its educational and administrative programs, unless an agreement to the contrary has been made with the originator.

b. The originator may request revision or withdrawal of materials on the basis that its

substantive content is in error or outdated and, therefore, is educationally invalid. The administering officer shall provide the originator an opportunity for revisions of the material if, in the administering officer's judgment, full withdrawal from use is not required for educational validity. The university may withdraw university commissioned materials from use at any time, even though rights and royalties may be shared with the originator.

Any loaning, copying, transcribing or other use of copyrightable materials should always be accomplished in a manner that protects the rights and interests of the originators, and charges should be made and income shared when appropriate to do so. In order to accomplish this objective, the university will not permit any copying, transcribing or other use of copyrightable materials unless the user executes an agreement with the university that accords the originator(s) all revenues the user receives, for its use of such university copyrightable materials, to the extent that such revenues exceed the cost of such use. Copyrightable materials produced in university facilities which are loaned or otherwise made available for use shall be accompanied by a protective statement indicating that all rights are reserved and written permission must be obtained to duplicate the work in part or in its entirety.

5-5. Use of University Facilities to Produce Salable Materials

It is not the intention of the university to compete with private enterprise (see EWU Policy 202-03, Commercial Activities of the University). Use of university facilities to produce salable materials should have a clearly discernible educational purpose or benefit related to the university's announced programs.

Commercial Means. Members of the university community who intend to produce materials for commercial purposes shall contract with a private publisher, manufacturer or distributor for such services.

5-6. Disposition

The president or his/her designee has final responsibility for the determination of the disposition of university copyrights. The president or designee may direct any university copyright be (a) retained and used for and by the university, or (b) released to the originator, or (c) released to an involved

sponsor, or (d) related jointly to a sponsor and originator.

University-owned works should be protected by copyright notice in the name of Eastern Washington University. Such copyright notice shall be composed and affixed in accordance with the United States Copyright Law.

5-7. Copyright Revenues

The university may pursue the generation of revenue from university owned copyrights. Revenue sharing and distribution shall be governed by section 4-7, Royalties, of this policy.

5-8. Originator Obligation

The originator(s) of a university-owned copyright is obligated to produce all information and submittals necessary for registrations and the defense of the copyright, and all examples of the work.

5-9. Compliance with the Copyright Act

University units that administer activities involving any usage regulated by the Copyright Act are responsible for knowing applicable regulations, monitoring their continuing evolution, and conducting programs in full compliance with applicable laws and regulations. All university faculty, staff, and students will comply with federal law, regulations and guidelines and university guidelines for use of copyrighted materials. The university will notify faculty, staff and students of the uses permitted by the TEACH Act and the Guidelines on Educational Uses of Copyrighted Works.

5-10. Trademarks

A trademark is a specific name, term, logo, design or symbol that is used to identify the source, product, producer, or distributor of goods or services.

a. Ownership. The university shall own all trademarks associated with the university, its name, its activities, and its slogans.

b. Disposition. The university shall register and manage the use and application of its trademarks.

c. Protection and Promotion. The university or its designated agent shall assume full responsibility for the protection and promotion of university trademarks. University Marketing and Communications is the point of contact for matters concerning the use of trademarks.

APPENDIX C

Statement of Academic Freedom and Tenure, 1940 Statement of Principles

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

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

4. Academic Tenure.

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

5. Interpretations.

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

APPENDIX D

Statement of Professional Ethics as adopted by the AAUP June 1987

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

APPENDIX E

Agreement Regarding Modes of Instruction

A. Introduction

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

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

B. Modes of Instruction

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

General Description:

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

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

General Description:

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

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

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

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

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

- (1) When sections of a certain group of courses satisfying general educational requirements have low enrollments, the whole class of offering should be reviewed and a scheme for reducing the number of sections should be devised. When courses essential for progress in a major field of study have low enrollments, the dean and department chair should verify that sufficient alternative courses are offered for normal progress and that surplus offerings are scrupulously avoided. When section enrollments tend to press upper class size range, the number of sections should be increased.
- (2) The unit dean, in cooperation with the appropriate department chair, remains responsible for making decisions which reconcile the divergent demands of quality standards, student needs and cost efficiency.
- (3) The major and minor programs which are essential to the integrity of a liberal arts institution must not be subject to cancellation or suspension due to low enrollments. In addition to assuring major and minor programs, the application of standards for minimum class sizes should be sufficiently lenient to encourage variety in the offerings which satisfy general educational requirements, to permit departments to offer courses which are needed to complement the major programs of students in other departments, and to enable innovations and experimentation.

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

APPENDIX F

Definitions

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

Assistant Professor – Defined in Section 4.1.

Associate Professor – Defined in 4.2.

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

Faculty in Residence – Defined in Section 4.6.3.

Full Professor – Defined in Section 4.3.

Grievance – Defined in Section 12.2.

Lecturer/Library/Clinical Associate – Defined in Section 4.6.1.

Overload Teaching – Defined in Section 7.7.7.

Quarterly Faculty – Defined in Section 4.7.

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

Senior Lecturer/Senior Library/Senior Clinical Associate – Defined in Section 4.6.2.

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

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

4812-4545-3332, v. 1

EASTERN WASHINGTON UNIVERSITY
AND
UNITED FACULTY OF EASTERN WASHINGTON UNIVERSITY
SEPTEMBER 1, 2013 – AUGUST 31, 2016

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 : RECOGNITION	1
ARTICLE 2 : ACADEMIC ORGANIZATION.....	1
ARTICLE 3 : APPOINTMENTS	2
ARTICLE 4 : QUALIFICATIONS FOR FACULTY APPOINTMENTS.....	5
ARTICLE 5 : TENURE AND PROMOTION	8
ARTICLE 6 : FACULTY PERSONNEL FILES	15
ARTICLE 7 : PROFESSIONAL RIGHTS AND RESPONSIBILITIES	15
ARTICLE 8 : COMPENSATION AND BENEFITS.....	27
ARTICLE 9 : COMMUNICATION DISORDERS PROGRAM SEMESTER FACULTY.....	32
ARTICLE 10 : DEPARTMENT AND LIBRARY CHAIRS.....	34
ARTICLE 11 : LEAVES	35
ARTICLE 12 : GRIEVANCE PROCEDURE.....	43
ARTICLE 13 : DISCIPLINE.....	46
ARTICLE 14 : REDUCTION IN FORCE	47
ARTICLE 15 : NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	50
ARTICLE 16 : INTELLECTUAL PROPERTY RIGHTS	51
ARTICLE 17 : UFE—UNIVERSITY RELATIONSHIP	51
ARTICLE 18 : UNION-MANAGEMENT COMMITTEE.....	54
ARTICLE 19 : TERMS OF AGREEMENT	54
ARTICLE 20 : DURATION.....	55
Appendix A – Just Cause Guidelines	
Appendix B – Intellectual Property	
Appendix C – Statement of Academic Freedom and Tenure, 1940 Statement of Principles	
Appendix D – Statement of Professional Ethics as Adopted by the AAUP June 1987	
Appendix E – Agreement Regarding Modes of Instruction	
Appendix F – Definitions	

PREAMBLE

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

ARTICLE 1: RECOGNITION

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

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

ARTICLE 2: ACADEMIC ORGANIZATION

- 2.1 Faculty Senate. The University and the Union acknowledge the role of the Faculty Senate in shared governance. The Union represents faculty interests on wages, hours, and terms and conditions of employment. The Faculty Senate will make recommendations from the faculty to the University on academic matters and issues relating to the intellectual life of the University.

- 2.2 Administrative Personnel. The faculty will participate in the selection of academic administrative personnel.

- 2.3 Department, Library and College Policies and Procedures.

2.3.1 Each college and the library shall develop Policies and Procedures (“P&P”) and a mission statement that are consistent with the Agreement, University Policies and Procedures, and the University’s mission. The college/library P&P, upon approval by a ballot of the college faculty affected by the issues in the P&P, are forwarded to the Chief Academic Officer for final approval. Review of the college/library P&P will be conducted at least every three (3) years, and any proposed revisions will be approved by a ballot as described in this paragraph.

2.3.2 Each department and other academic unit shall develop P&P and a mission statement that are consistent with the respective college P&P and mission. Department/other academic unit P&P, upon approval by a ballot of the faculty affected by the issues in the P&P, are submitted to the dean for preliminary approval and forwarded to the Chief Academic Officer for final approval. Review of the department/other academic unit P&P will be conducted at least

every three (3) years, and any proposed revisions will be approved by a ballot as described in this paragraph.

- 2.3.3 This Agreement supersedes specific provisions of department, other academic unit, college and library P&P which conflict with its provisions.
- 2.3.4 The Chief Academic Officer's approval of P&P does not imply approval or disapproval of individual Faculty Activity Plans ("FAP") as defined below.
- 2.3.5 Colleges/library and departments shall develop strategic plans and goals which are consistent with the University strategic plan and make recommendations about how resources will be allocated to accomplish their plans and goals.
- 2.3.6 Assessment plans must be a component of both college and department strategic plans and shall be consistent with the University's Academic Assessment Plan. All college and department plans shall include comprehensive measures of student outcomes and competency by major. These plans shall be filed with the college dean and the Office of Institutional Research, Demography, and Assessment.

ARTICLE 3: APPOINTMENTS

- 3.1 Faculty Appointments. A full-time contract year, except for Librarians, is the three (3) quarters of fall, winter and spring. Summer session appointments are by separate contracts. A full-time contract year for a librarian will be a minimum of nine (9) months, and may be as long as twelve (12) months. The contract year will be defined in writing at the time of hire, and may be changed through written agreement with the approval of the Library Faculty Personnel Committee, Dean of Libraries, and Chief Academic Officer.
- 3.2 Faculty Status.
 - 3.2.1 Probationary Appointments
 - (a) Assistant Professor
 - (b) Associate Professor
 - (c) Full Professor
 - 3.2.2 Tenured Appointments
 - (a) Associate Professor
 - (b) Full Professor
 - 3.2.3 Special Faculty
 - (a) Lecturer/Library Associate/Clinical Associate

- (b) Senior Lecturer/Senior Library Associate/Senior Clinical Associate
 - (c) Faculty in Residence
- 3.2.4 Quarterly Faculty. Faculty with quarter appointments who teach 1/6 time or more in any academic year, or are appointed to .17 or greater FTE assignment as a library faculty member.
- 3.3 Authority for Appointment and Reappointment. All faculty appointments and reappointments are made upon the recommendation of the Chief Academic Officer and the President to the Board of Trustees and are not effective until the Board of Trustees or designee has taken formal action. Only those terms of employment that are made in writing to the appointees shall be binding upon the University.
- 3.4 Faculty Recruitment. The University will establish policies and procedures for faculty recruitment that are consistent with guidelines adopted by the American Association of University Professors. Departmental/library faculty members and the chair will provide their recommendations regarding faculty candidates to the dean through the selection process described in the individual department and college/library P&P.
- 3.5 Additional Staffing. The parties recognize the vital role that tenured and tenure-track faculty play in academic life of the University, and share a commitment to emphasizing the role of tenured and tenure-track faculty in teaching and librarianship at the University. Consistent with department/library needs and University resources, the University will give first consideration to adding tenure-track positions when adding staff to meet increased student demand.
- 3.6 New Faculty Appointments.
- 3.6.1 All candidates must meet the qualifications for the rank to which they are appointed, and are expected to provide, either through professional experience or graduate experience, evidence and continuing potential for:
- (a) Excellent teaching or librarianship that commands the respect of students and faculty as demonstrated through such measures as peer evaluations and student evaluations of teaching.
 - (b) Important professional contributions of local, state or national significance.
 - (c) Superior professional activity, scholarship and/or creative activity.
 - (d) Working collegially, collaboratively and productively to achieve department, library, college and University goals.
- 3.6.2 In addition to the minimum criteria for rank stated in this Article, colleges and departments may establish additional criteria for appointment and promotion.

- 3.6.3 The University will include in the materials it furnishes to candidates for faculty positions a link informing the candidate of the Agreement, pointing out the provisions on tenure and promotion, and providing contact information for the UFE.
- 3.6.4 At the time of appointment, each faculty member will be informed of the criteria for retention, tenure and promotion as described in the departments' and colleges'/library's P&P.
- 3.7 Appointment with Tenure. Faculty may be hired with tenure at the rank of Associate Professor or Full Professor. The process for hiring with tenure must follow the hiring-in procedures as designated in the college, library and department P&P, and it must include the full evaluation process for granting tenure by faculty of the department. Those hired in with tenure must, at least, meet the criteria and qualifications for the rank of Associate Professor as indicated in Sections 4.3 and 4.5.
- 3.8 Joint Appointments. Faculty may be appointed in two (2) or more departments/programs/library subject to the following conditions:
- 3.8.1 The original appointment must be approved by each of the departments or programs to which it is made.
- 3.8.2 The proportion of an appointee's professional responsibilities and rights during the academic year shall be agreed upon in writing at the time of the appointment by the appointee and those departments or programs to which the appointment is made. Ordinarily, at least one-third of the appointee's professional rights and responsibilities must be in each of the departments or programs involved. Such proportion shall be changed only through consultation among the appointee and the affected administrative units. Changes in the appointment must be approved by the departments or programs to which the appointment was made.
- 3.8.3 A joint appointee shall be evaluated for promotion, retention and tenure by a faculty committee whose composition proportionately reflects the division of his/her professional responsibilities between or among the departments or programs to which the appointment is made. If the joint appointment is in more than one college or unit, the reviewing committee shall include representation from each.
- 3.8.4 The Department/Unit Personnel Committee must include representation from the departments/units involved unless this is impossible due to the number of tenured faculty, in which case tenured faculty from related disciplines will serve.
- 3.9 Probationary Appointments. Faculty may be hired on a tenure track at the rank of Assistant, Associate or Full Professor.

ARTICLE 4: QUALIFICATIONS FOR FACULTY APPOINTMENTS

4.1 Assistant Professor.

- 4.1.1 Qualifications: A doctorate or terminal degree is required, however, appointment without these qualifications may be made in exceptional circumstances. Faculty who have this rank shall not have yet attained tenure status.
- 4.1.2 Length of Probationary Period. The normal full probationary period is six (6) years. The initial appointment is a two (2)-year probationary appointment; subsequent probationary appointments shall be for two (2)-year terms. Probationary appointments may exceed six (6) years, only as provided in paragraphs (a) below. Probationary appointments may be less than six (6) years only as provided in Subsection (b)(ii) below.
- (a) Extensions of Probationary Period. No later than the conclusion of the fifth year evaluation, a faculty member may make a request to the department chair for a one (1) year extension of the probationary period due to extenuating circumstances outside the candidate's control which have significantly affected the candidate. Such circumstances may include but are not limited to health problems of the candidate or the candidate's family; the birth or adoption of a child; or additional assignments that may have interfered with the execution of the FAP. The department chair's recommendation will be forwarded to the dean, who will grant or deny the request. A candidate may request reconsideration of a denied request through the Faculty Review Board process described in Section 5.5.2.
- (b) Early Consideration for Tenure.
- (i) Faculty with less than a full six (6) years of probationary service who demonstrate exceptional achievements may be considered for tenure and promotion after the fourth year if nominated by their department personnel committee, their chair, and dean. A faculty member whose nomination has been endorsed by all of the above reviewers must submit his/her portfolio according to the deadlines established in the academic calendar to be considered for early tenure. Refusal to consider early promotion and tenure may not be appealed through the grievance procedure or other review procedures established in this Agreement.
- (ii) Faculty may at the time of hire negotiate an agreement for consideration for tenure and promotion with less than a full six (6) years of probationary service at the University. The faculty member will be considered for tenure and promotion according

to the terms in his/her offer of employment unless he/she requests to extend the probation period to no more than a full six (6) years of probationary period at the University.

4.2 Associate Professor. A doctorate or terminal degree appropriate to the appointment, and six (6) or more years of successful professional experience are normally required. Faculty appointed at the rank of tenure-track associate professor must be evaluated for tenure in the third year. If tenure is not granted, notification must be given by March 1 of the third year and a one (1) year terminal appointment will be granted.

4.3 Full Professor. A doctorate or terminal degree appropriate to the appointment, and ten (10) years of successful professional experience are normally required. Faculty appointed at the rank of tenure-track full professor must be evaluated for tenure in the second year. If tenure is not granted, notification must be given by March 1 of the second year and a one (1) year terminal appointment will be granted.

4.4 Professional Librarians.

4.4.1 The professional library staff shall have faculty status and equivalent rank, but contract appointments may differ from those of other University faculty in length of appointment (up to twelve (12) months/year), salary and vacation periods in accordance with the needs of the University and the normal practices of the profession.

4.4.2 As a general policy, new appointments will be made at the rank of Assistant Professor. A new appointment may be made at the rank of Associate Professor, if the candidate meets the paper qualifications for the rank, and the application has the support of the dean and the Library Faculty Personnel Committee.

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

4.5 Qualifications for Rank of Library Faculty.

4.5.1 Assistant Professor. A master's degree in librarianship and at least three (3) years of successful professional experience shall normally be required. Library faculty holding this rank shall not have yet attained tenure. In addition to the minimal rank criteria described in this Agreement, the Library has established additional criteria for appointment and promotion to this rank.

4.5.2 Associate Professor. A second master's degree or the doctorate in librarianship or equivalent degree, and six (6) years or more of successful professional experience shall normally be required. A faculty member lacking

the doctorate, equivalent degree, or second master's degree shall have at least nine (9) years of successful professional experience. This is the lowest rank at which tenure may be awarded.

- 4.5.3 Full Professor. The doctorate in librarianship, an equivalent degree, a second master's degree, or other terminal degree appropriate to the field, and ten (10) years successful professional experience shall be required. A library faculty member lacking the doctorate or second master's degree may be appointed to the rank of Full Professor only in exceptional cases and where expertise in his/her field is clearly equivalent or superior to that associated with the doctorate or second master's degree.
- 4.6 Qualifications and Appointment Term for Special Faculty Titles. The following are contractual, non-tenure track positions and an annual contract year is the three quarters, fall, winter and spring.
- 4.6.1 Lecturer and Library/Clinical Associate. Qualified faculty with teaching/librarianship responsibilities on an annual contract.
- 4.6.2 Senior Lecturers and /Senior Library/Senior Clinical Associate. Qualified faculty with at least six (6) years of successful service as a Lecturer or/ Library/Clinical Associate who have demonstrated excellence in teaching by meeting department and college standards for teaching quality may apply for promotion to Senior Lecturer or /Senior Library/Senior Clinical Associate. If, following a thorough review and based on curricular need, the application is recommended by the department personnel committee and chair, it will be forwarded for consideration by the college personnel committee (if applicable), the Dean, the Chief Academic Officer and the President. If approved, the faculty member shall be awarded promotion to Senior Lecturer/Senior Library/Senior Clinical Associate. The minimum appointment will be two (2) years, and the notice of non-renewal will be one (1) year; provided that for those faculty who have been employed in a Senior Lecturer or Senior Library/Clinical Associate position for at least six (6) years, the minimum appointment will be three (3) years. For positions funded by external sources, elimination of the external funding is grounds for termination, irrespective of the one (1) year notice requirement.
- 4.6.3 Faculty in Residence (Scholar in Residence, Visiting Assistant, Associate or Full Professor). These titles may be granted to individuals of exceptional qualifications brought to the institution to provide a short-term enhancement for a program.
- 4.7 Quarterly Faculty. Qualified faculty with teaching or librarian responsibilities hired on a quarterly contract of one (1) quarter in duration.

ARTICLE 5: TENURE AND PROMOTION

- 5.1 Evaluation Committees. University departments shall establish departmental personnel committees and the University library shall establish a library personnel committee for the purpose of evaluating faculty members for retention, tenure and promotion. The department/library personnel committee shall be made up of a minimum of three (3) tenured faculty who, where possible, hold a rank at or above that of the person being considered. Small departments may include faculty members from related areas and large departments may establish more than one committee.
- 5.2 Schedule. The Human Resources Office will provide the colleges and library with timelines outlining dates related to the retention, promotion, tenure process.
- 5.3 Retention of Probationary Faculty.
- 5.3.1 Department/Library Evaluation.
- (a) Full-time faculty on probationary status will be evaluated by the chair and by the personnel committee to determine reappointment in the second year of their initial appointment, and annually thereafter. Such evaluations will be based upon progress in meeting goals contained in the FAP, which will be consistent with this Agreement and will address the expectations included in department P&P, college P&P and/or accreditation requirements. It is expected that the FAP will be in effect throughout the probationary period unless modified by mutual agreement between the faculty member, chair, personnel committee, dean, and Chief Academic Officer.
 - (b) As provided in Section 5.3.1(a), as part of the evaluation process, the department/library will provide the faculty member with an assessment of progress on the FAP, any shortcomings in his/her progress, and a recommendation regarding probationary status. The evaluation will be signed by the faculty member and retained in her/his official personnel file in the Human Resources Office.
 - (c) The department/unit personnel committee and the chair shall each forward a recommendation to the unit dean as to whether the faculty member should be:
 - (i) Continued on probationary status.
 - (ii) Removed from probationary status and continued as a special faculty member, except as defined in Section 5.4.4(d).
 - (iii) Given notice that his/her appointment will not be renewed or will be terminated according to timelines described in Section 5.3.5 below.

- (d) Chair and committee evaluations and recommendations shall be retained in the faculty member's file in Human Resources. Supporting materials, including student evaluations, may be returned to the faculty member.
- 5.3.2 College Review. If provided by the college P&P, the college personnel committee may review the chair's and department/library personnel committee's recommendations regarding retention of a probationary faculty member and provide its own recommendation to the dean.
- 5.3.3 Chief Academic Officer Review. The recommendations regarding retention of probationary faculty members made by the chair, department/library personnel committee, college personnel committee (if applicable) and dean will be forwarded to the Chief Academic Officer, who will forward his/her recommendation to the President. The President will then make a recommendation to the Board of Trustees.
- 5.3.4 Second and Third Probationary Contracts. Following successful completion of their initial probationary appointment, faculty will be provided with a two (2)-year probationary contract. Upon successful completion of a second two (2)-year probationary contract, faculty will be provided with a third two (2)-year probationary contract. Probationary contracts with a three (3) year term in place as of the effective date of this Agreement will be completed according to their terms. If performance shortcomings are identified through the annual evaluation process during the term of a probationary contract, and the faculty member does not make adequate progress in addressing those shortcomings after being given a reasonable opportunity to do so, the probationary faculty member may be terminated with notice as provided in Section 5.3.5 below.
- 5.3.5 Notice of Nonrenewal or Termination of Probationary Contract.
- (a) The first probationary year must include two (2) quarters of full time employment. Summer appointments do not qualify.
 - (b) Notice of intent not to renew a probationary appointment for the following year shall be given in writing to the individual in accordance with the following standards:
 - (i) Not later than March 1 of the second academic year of service if the appointment is to expire at the end of the initial probationary appointment.
 - (ii) For faculty in their third through sixth years of the probationary period, notice of intent not to renew shall be given no later than June 1 for a terminal appointment that expires at the end of the next academic year.

- 5.4 Promotion. Candidates for promotion are expected to adhere to University policies and professional standards (*see* Appendix D) regarding the fair and respectful treatment of colleagues, co-workers and students.
- 5.4.1 Effective Date of Promotion. The effective date of promotions resulting from the regular promotion process is September 1 in the next academic year.
- 5.4.2 Eligibility for Consideration.
- (a) Candidate for Promotion/Rank Qualification. Candidates for promotion to Associate Professor with tenure must have at least six (6) years in the Assistant Professor rank, four (4) of which must have been at the University. Credit for prior experience, or any alternative probationary timeline, must be negotiated at the time of hire and included in the offer letter and FAP. Candidates for Full Professor must have at least four (4) years in the Associate Professor rank at the University and must meet the qualifications for such rank.
- (b) Presidential Rights Promotion. The President has the right to promote any faculty member at any time subject to approval of the Board of Trustees.
- 5.4.3 Evidence Considered.
- (a) Determining Evidence to be Considered. The types of evidence that demonstrate achievement of the goals outlined in the FAP shall be described in the department/college/library P&P, and will be consistent with the definitions of the ranks and include the general areas specified in the provisions of Article 4 – Qualification for Rank and in this Section.
- (b) Candidate Responsibility. It shall be the responsibility of the candidates to provide their department/library personnel committee with an up-to-date promotion file. They shall indicate the criteria category to which each of their accomplishments shall be assigned. The candidates may not use an accomplishment for evaluation in more than one area. Once submitted, a candidate may add additional information to his/her promotion file only upon written approval by the chair or department personnel committee. Any such information must be considered by all reviewing levels. No new information may be added to a file by a candidate or a third party once the department/library-level review has been completed; provided that nothing in this paragraph will preclude a candidate from responding to requests from the college personnel committee, dean or Chief Academic Officer.
- (c) Scope of Evidence. Work performed by a faculty member prior to his/her appointment at the University may be considered in providing

context for the faculty member's pattern of accomplishment in scholarship and creativity. Any such work must be identified in the faculty member's letter of appointment and initial FAP to be considered as evidence for promotion and/or tenure at the University.

- (d) Evaluation of Teaching. Documentation of teaching performance, including peer reviews of teaching performance as described in the candidates' FAP and student evaluation of every class taught during the most recent four (4) quarters, must be included. Student evaluations shall be compiled through use of a standardized university assessment instrument. The statistical data compiled from that instrument shall not, standing alone, preclude consideration for promotion or tenure. Candidates may request a course exemption from evaluation from their department chair.
- (e) Evaluation of Librarianship. Documentation of performance in librarianship must include peer reviews of librarianship as described in the candidates' FAP, student and college faculty evaluation of candidates' teaching of library research skills during the most recent four (4) quarters, and assessment by the functional supervisor, coordinators and the chair.
- (f) Evaluations. Evaluations prepared by the department chair, the department personnel committee, the college personnel committee (if applicable), and the dean from the period of probation or, in the case of post-tenure promotion, from the prior four (4) years must be included.

5.4.4 Tenure/Promotion Review and Recommendations.

- (a) Department/Library Level. The department/library P&P specify the scope of the personnel committee's responsibility and review. The personnel committee and the chair shall each forward a recommendation in writing to the dean as to whether the faculty member should be promoted.
- (b) College Level. The college P&P specify the scope of the college personnel committee's responsibility and review. After receipt of the department level recommendations, the college personnel committee shall review the candidate's record and make a recommendation to the dean. The written recommendations, including the dean's, are forwarded to the Chief Academic Officer.
- (c) Chief Academic Officer Level. After reviewing the complete record, the Chief Academic Officer will forward his/her written recommendation to the President who will then make a recommendation to the Board of Trustees. In the event of a negative recommendation, any deadlines for notification or action required by

the Board of Trustees will be extended until completion of the reconsideration process. If the Chief Academic Officer's recommendation is negative, the faculty member will be informed in writing of the reasons. In the case of a nontenure recommendation, the faculty member has the right to a two step Reconsideration process.

- (d) Tenure Review of Probationary Faculty. The evaluations for tenure and Associate Professor status are part of a comprehensive process.
 - (i) Following the full six-year probationary period and based upon an explicit tenure and rank evaluation, appointment to tenure status may be awarded to a regular full-time faculty member. This evaluation will result in either granting tenure and promotion to Associate Professor or a one-year terminal appointment for the following year.
 - (ii) Faculty who, at the time of hire, negotiated a probationary period shorter than six (6) years may choose to put their names forward for tenure review at the time specified in their offer letter or, at their election, at a time no later than the final year of a full six-year probationary period. This evaluation will result in either granting tenure and promotion to Associate Professor or a one-year terminal appointment for the following year.
 - (iii) Faculty who are considered for early tenure pursuant to Section 4.1.2(b)(i) will either be granted tenure and promotion or will have one (1) additional opportunity to be considered at a time no later than the final year of the full probationary period.
- (e) Candidate Response. The candidate shall receive copies of the written recommendation at each stage of the review. Within three (3) working days following receipt of the recommendations from the department personnel committee and the chair, the faculty member may submit a written statement to correct factual errors in the recommendations. Within three (3) working days following receipt of the recommendation from the college personnel committee and the dean, the faculty member may submit a brief written rebuttal to the deficiencies noted in any negative recommendation submitted by an individual or committee. A copy of the faculty member's correction of fact and/or rebuttal will be forwarded to the Chief Academic Officer and placed in his/her promotion and personnel file for consideration at the next level of review.

5.5 Reconsideration.

- 5.5.1 Step One: In the event of a negative recommendation by the Chief Academic Officer regarding retention, tenure or promotion, the faculty member may file a

request for reconsideration with the Chief Academic Officer. Such request must be made within five (5) days of the faculty member receiving the negative recommendation. The faculty member shall set forth with specificity the basis for the reconsideration request, which may be substantive and/or procedural in nature. The Chief Academic Officer may, within ten (10) days, at his/her discretion, (1) refer the challenged recommendation back to the appropriate administrative level for review, or (2) render his/her own judgment on the matter. In either case, no later than twenty (20) days following submission of the issue to the Chief Academic Officer, he or she shall make his/her recommendation to the President and the Board of Trustees and shall inform the complainant of that recommendation in writing.

- 5.5.2 Step Two: Faculty Review Board. If, after reconsideration, the Chief Academic Officer's recommendation remains negative, the faculty member may appeal the Chief Academic Officer's negative recommendation to a Faculty Review Board ("FRB"). The faculty member must file the appeal in writing with the Human Resources Office within five (5) days of receiving the Chief Academic Officer's reconsideration notification.

The function of the FRB shall be to determine whether the appropriate faculty body gave adequate consideration to the faculty member's candidacy in reaching its decision and, if the FRB determines otherwise, to request reconsideration by that body or administrator. The FRB shall not substitute its judgment on the merits for that of the previous decision makers.

- (a) Composition of the FRB. The FRB panel shall consist of three (3) faculty members, including a chair, appointed by the UFE from the ranks of Full Professors. The panel shall receive training regarding the proper standard of review by University and UFE representatives. The panel shall be appointed within five (5) days of the filing of the appeal, with written notice of such appointments provided to the appellant and the Chief Academic Officer. The Chief Academic Officer and/or the appellant have the right to challenge panel members because of a conflict of interest or lack of impartiality. Any such challenges shall be filed within twenty-four (24) hours of receipt of the notice of appointment. The president of the UFE shall rule on any such challenge and either deny the challenge or appoint another member to the panel within three (3) calendar days of receiving the challenge.
- (b) Panel Procedures. Grounds for appeal shall be limited to the failure to provide adequate consideration, *i.e.*, procedural issues. The appeal shall set forth with specificity the nature of the alleged failure to provide adequate consideration. Within five (5) days of receiving the appeal, the lowest body rendering a negative recommendation shall submit a response to the appeal with the FRB with a copy provided to the appellant. Within ten (10) days of receiving the appeal or five (5)

days of the unchallenged appointment of the panel, whichever is greater, the FRB shall convene. The appellant shall appear before the FRB to explain why he/she believes adequate consideration has not been provided and to answer questions by the FRB. While the appellant may be accompanied by person(s) of his/her choice, only the appellant may address the FRB, unless otherwise requested. The University shall be represented at the hearing by the Chief Academic Officer or designee. The FRB may consider any documents or testimony deemed relevant. The appellant bears the burden of establishing that he/she has not been accorded adequate consideration. The deliberations of the FRB shall be closed and confidential. Within seven (7) working days of the close of the hearing, the FRB shall issue a written decision to the appellant and the Chief Academic Officer that:

- (i) Adequate consideration was given; or
 - (ii) Adequate consideration was not given and require that the lowest body rendering a negative recommendation reconsider. In such instances, the FRB should indicate the ways in which it believes that consideration may have been inadequate.
- (c) Procedures Subsequent to FRB Review.
- (i) The FRB may, within ten (10) days, (1) refer the challenged recommendation back to the appropriate administrative level for review, or (2) render its own judgment on the matter. In either case, no later than twenty (20) days following submission of the issue to the FRB, it shall inform the complainant and the Chief Academic Officer of its decision in writing. The Chief Academic Officer after reviewing the FRB decision and any post-FRB recommendations shall make his/her recommendation to the President and the Board of Trustees and shall inform the complainant of that recommendation on in writing.
 - (ii) The faculty member shall have no further right to reconsideration or appeal and cannot file a grievance.
- (d) Claims of Discrimination. If the faculty member alleges unlawful discrimination relating to retention, tenure or promotion, the faculty member shall file a formal written complaint with the University affirmative action officer. The University shall investigate the complaint pursuant to its Discrimination Complaint Procedure. Complaints of unlawful discrimination shall not be the subject of a request for reconsideration or appeal to the Faculty Review Board. Requests for reconsideration and appeals to the FRB shall be held in abeyance until the conclusion of the Discrimination Complaint Procedure.

- 5.6 Notice Rights - Reappointment, Non-Reappointment and Separation of Tenure-Track Probationary Faculty.
- 5.6.1 Returning Appointees. Faculty members who have voluntarily terminated their appointments at the University shall be regarded as new appointees if they return in any form of appointment.
- 5.6.2 Letter of Appointment. Upon reappointment or continuation of appointment of a faculty member, an annual letter of appointment will be issued. The letter of appointment signed by the appointee shall be returned to the Chief Academic Officer within fifteen (15) days of its receipt to indicate the appointee's acceptance of the conditions of appointment.
- 5.6.3 Resignation. Faculty members who intend to resign their appointments should provide written notice to their unit dean at the earliest possible date. Faculty members who intend not to accept reappointment shall provide written notice thereof not later than fifteen (15) days after receipt of the letter of appointment.

ARTICLE 6: FACULTY PERSONNEL FILES

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

ARTICLE 7: PROFESSIONAL RIGHTS AND RESPONSIBILITIES

- 7.1 Academic Freedom and Tenure. The Statement of Academic Freedom and Tenure, 1940 Statement of Principles has been adopted as a basic guideline for University policies by action of the Board of Trustees. *See* Appendix C. To the extent that there are conflicts between this Agreement and these basic guidelines, the terms of this Agreement will prevail.
- 7.2 Ethics. The Statement of Professional Ethics as adopted by the AAUP June 1987 has been adopted as a basic guideline for University policies by action of the Board of Trustees. The principles of professional ethics shall be upheld by all members of the University community. *See* Appendix D.
- 7.3 Collegiality. Collegiality is not a separate category or criteria of faculty evaluation. It is instead a quality whose value is expressed through the successful execution of

expectations regarding teaching/librarianship, scholarship/research/creative activity, and/or service, as described in the FAP.

7.4 Faculty Activity Plans. The FAP describes the expectations regarding teaching/librarianship, scholarship/research/creative activity and service for an individual tenure-track faculty member, tenured faculty member or senior lecturer/senior library/clinical associate over a multi-year period.

7.4.1 Plan Content. The FAP shall be consistent with the University mission and Strategic Plan, college, library, and department strategic plans, P&P, and the Agreement. The FAP shall describe expected outcomes in teaching/librarianship, scholarship/research/creative activity, and service that are consistent with the Agreement, college and department P&P, and accreditation requirements. Where the FAP is intended to lead to tenure and/or promotion the plan shall so state.

7.4.2 Development of the FAP.

(a) Development of the FAP is a collaborative process. All continuing faculty members shall, in consultation with the department/library personnel committee and the department/library chair, prepare a FAP specifying areas of activity for the period of the plan. A new faculty member's FAP shall be prepared no later than the conclusion of the first academic quarter covered by the plan. The term of the initial FAP is determined as follows based upon the faculty members rank upon hiring:

- | | | |
|-------|----------------------------------|---------|
| (i) | Tenure track Assistant Professor | 6 years |
| (ii) | Tenure Track Associate Professor | 3 years |
| (iii) | Tenure Track Full Professor | 2 years |

(b) Term and Preparation of Subsequent FAPs.

- (i) An approved FAP must be in place prior to the expiration of the previous FAP.
- (ii) The term of the subsequent FAP is determined by the faculty members rank as follows:
- (1) Tenured Associate professor – 4 years
 - (2) Tenured Full professor – 5 years
 - (3) Senior Lecturer and Senior Library/Clinical Associate –
Term of Appointment

7.4.3 Approval of the FAP.

- (a) The FAP, including any agreed amendments or revisions made as a result of the collaborative development process described in Section 7.4.2, must be signed by the faculty member, and approved by the department/library personnel committee, chair, dean and the Chief Academic Officer. At the option of the college, and as expressed in the college P&P, FAPs may also require approval by the college personnel committee. A copy of all approved FAPs will be retained in the Human Resources Office.
- (b) If a FAP is not approved by the department/library personnel committee, the chair, the college personnel committee (if required by the college P&P), the dean or the Chief Academic Officer, the faculty member will prepare a revised plan in consultation with the department/library personnel committee and the chair. If an acceptable plan is not prepared by the end of the subsequent quarter, the chair and department/library personnel committee will revise the plan in a manner that meets with the approval of the college personnel committee (if applicable), the dean and the Chief Academic Officer. Any dispute over the contents of the revised FAP will be resolved by the Chief Academic Officer. The revised FAP will govern the faculty member's approved activity for the period of the plan.

7.4.4 Modification of the Plan. FAPs may be modified during their term. The faculty member or the chair may request in writing a modification. All modifications are subject to the same approval process as the original FAP.

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

7.5.1 Prior to the evaluation, the faculty member will submit to the department/library personnel committee evidence demonstrating that he/she has met the expectations in his/her FAP. The types of evidence that demonstrate achievement of the goals outlined in the FAP shall be described in the department/college/library P&P. Evidence of teaching effectiveness will include student evaluations, peer evaluations, and curriculum revision/innovation.

7.5.2 Based on the materials submitted by the faculty member relating to activity since the last review, the department/library personnel committee and chair shall prepare independent evaluations of, and where appropriate, recommendations for, each faculty member. The department/library personnel committee's and chair's evaluations and recommendations, together

with the materials submitted by the faculty member, shall be forwarded to the college personnel committee (if appropriate), the appropriate dean, and the Chief Academic Officer for review and approval.

- 7.5.3 At each level of review, the reviewers will assess whether the faculty member has met the expectations in the FAP.
- (a) Faculty members who do not meet expectations in their FAP, or who do not submit for evaluation at the conclusion of their FAP, will work with the chair or designee to address issues identified in the evaluation. Progress toward successfully meeting the FAP will be discussed within the first year, and will be evaluated within two (2) years following the review.
- 7.5.4 An associate professor's promotion evaluation fulfills his/her evaluation requirement for a faculty member. Associate professors who do not apply for promotion will be evaluated at the conclusion of their FAP.
- 7.5.5 Merit Salary Increases for Full Professors. Effective with post-tenure reviews conducted during the 2015-16 academic year, full professors will be eligible for merit salary increases associated with their post-tenure reviews as follows:
- (a) Those full professors who are judged at the conclusion of their post-tenure review to have exceeded the expectations for teaching (as described in their FAP) will receive a three percent (3.0%) increase in their base salary.
- (b) Those full professors who are judged to have exceeded expectations in teaching AND either their scholarship/creative activity or service responsibilities (as described in the FAP) during the post-tenure review will receive a five percent (5.0%) increase in their base salary.
- (c) Full professors who qualify for salary increases through the post-tenure review process will receive their increases effective the beginning of the academic year following their review. Merit increases will be added to salaries after first adding any general or other increases that may be provided by this Agreement.
- (d) Faculty may petition the Chief Academic Officer for reconsideration of a decision regarding a merit salary increase. The Chief Academic Officer's ruling on the petition will be final, and will not be subject to further review or the grievance procedure.
- (e) Full professors with an existing FAP as of the date of this Agreement scheduled for post-tenure review during the 2015-16 or later years, who wish to be considered for a post-tenure merit increase, will submit their FAP for review during the 2013-14 academic year. The FAP will be

reviewed and, if necessary, revised to ensure that it provides appropriate expectations according to the process described in Section 7.4.2 above. All future FAPs for full professors will be written with the understanding that exceeding the expectations within the FAP will lead to merit increases as described in this Section.

7.6 Evaluation Process for Lecturers/Library Associates and Faculty in Residence. The department/library personnel committee and the chair will evaluate lecturers/library associates and faculty in residence annually and will prepare a recommendation regarding their rehire. The Chief Academic Officer will establish the timelines for such reviews no later than the end of fall quarter.

7.6.1 Prior to the evaluation, the faculty member will submit to the department/library personnel committee a current vita and evidence of effectiveness in teaching and/or librarianship (and other work assignments set forth in the Letter of Appointment).

7.6.2 Based on the faculty member's work assignments described in the Letter of Appointment, the materials submitted by the faculty member, and any other materials regarding the faculty member's performance and professionalism submitted by the department/library chair, the department/library personnel committee and chair shall prepare independent evaluations of the faculty member and recommendations regarding the faculty member's potential rehire. The department/library personnel committee and the chair shall review each other's evaluations and recommendations and seek to work out any significant differences.

7.6.3 The department/library personnel committee's and chair's evaluations and recommendations, together with the materials considered, shall be forwarded to the appropriate dean for review and consideration. The faculty member will be provided with a copy of the evaluation and recommendation.

7.6.4 If the Dean disagrees with the Chair's and/or Department/Library Personnel Committee's evaluation of a particular faculty member, the Dean will provide the Chair and the Department/Library Personnel Committee with a written explanation of the basis for his/her disagreement. The faculty member will be provided with a copy of the explanation.

7.6.5 Neither the evaluations and recommendations prepared pursuant to this Section, a Dean's disagreement with those evaluations and recommendations, nor a decision regarding rehire of a special faculty member, shall be the subject of grievances under this Agreement.

7.7 Workload.

7.7.1 Professional Responsibilities of Faculty Members. The University Strategic Plan calls for an environment that is supportive of learning and teaching

excellence. To further this goal, the workload of probationary and tenured faculty members will consist of a combination of teaching and/or librarianship, scholarship/creative activity, and service determined as provided in this Article. The primary professional responsibility of faculty members shall be teaching and/or librarianship. Unless otherwise assigned, the workload of special and quarterly faculty members will be composed of teaching and/or librarianship.

7.7.2 Teaching.

- (a) Teaching Responsibilities. All faculty are expected to be current in their field or discipline and maintain methods of professional practice or performance. Each faculty member is responsible for meeting all scheduled classes. Each faculty member is also responsible for planning, organizing and informing students of the course content, texts, readings, assignments, attendance regulations and methods of evaluation including grading scales. Faculty are responsible for scheduling and attending office hours to meet the needs of students as identified in department plans. They are also responsible for turning in grades according to the deadline established by the registrar's office. Tenured and tenure-track faculty are expected to advise students who are declared majors in their department on department, college and University requirements and career opportunities in their disciplines.
- (b) Library faculty members participate fully in the educational, scholarly, and service components of academic life. Each librarian has a unique combination of responsibilities that are defined in his/her faculty activity plan. Each librarian is expected to be current in general academic librarianship as well as in his/her specialized areas of assignment. Each librarian is expected to demonstrate commitment to professional standards in academic librarianship and in assigned areas of specialization. Library faculty members are also responsible for meeting all assigned service schedules, attending office hours, and working with faculty in academic disciplines to support development of information literacy through the University curriculum. Library faculty members are responsible for the development of library collections and services.
- (c) Special and Quarterly Faculty Teaching Workload. Unless otherwise specified in the special or quarterly faculty member's letter of appointment, workload for such faculty members consists solely of instruction. The teaching load for special faculty will be forty-five (45) credits per academic year; the workload equivalent for special faculty in the library will be defined in the Library P&P. Special or quarterly faculty members assigned duties other than teaching will be given a reduced teaching load to reflect the extent of their additional duties.

- 7.7.3 Scholarship/Creative Activity. Tenured and tenure-track faculty are expected to engage in research, scholarship and/or creative activity, including professional activities leading to publication, performance, or formal presentation in the faculty member's field, or leading to external funding recognizing the faculty member's current or potential contribution to his/her field. Examples of appropriate activities will be included in the college/department/library P&P.
- 7.7.4 Service. Tenured and tenure-track faculty are expected to engage in public service, which includes organized, educational, civic and consultative activities, and service to the University on committees or in administrative capacities.
- 7.7.5 Determination of Workload.
- (a) The workload assigned to special and quarterly faculty will be described in the contract issued to the special or quarterly faculty member at the time of hire or rehire.
 - (b) The workload of all tenured and tenure-track faculty will include a combination of teaching/librarianship, scholarship/creative activity and service. The composition of these professional duties and responsibilities for an individual faculty member in an academic year will be determined by the faculty member and chair, and approved by the dean, as described below. Workload will be composed of eighty percent (80%) teaching/librarianship, equivalent to thirty-six (36) credit hours of lecture/demonstration course instruction during an academic year, and a combination of scholarship/creative activity and service that accounts for the remaining twenty percent (20%) of the faculty member's professional responsibilities. Variances in the ratio of teaching/librarianship to scholarship/creative activity and service may be due to accreditation requirements; assigned time for administrative responsibilities; the extent of research and service activities as defined in FAPs; and teaching/librarianship productivity from special faculty within the college/library.
 - (i) Where the credits associated with a particular mode of instruction do not fairly approximate the weekly student contact hours (*e.g.*, science courses with associated labs, field application, individual instruction), weekly student contact hours will be used in conjunction with credits in determining the number and type of courses included in a faculty member's annual workload. The relation between contact hours and credits will be determined by agreement between the faculty member, department chair and dean.

- (ii) Student advising is considered a part of a faculty member's normal teaching load. Faculty members with advising responsibilities greater than those associated with a normal teaching load may be assigned additional workload credit for advising as determined by agreement between the faculty member, department chair and dean.
 - (iii) The workload equivalent of thirty-six (36) credit hours for librarians is defined in the Library P&P.
- (c) The process for determining workloads for tenured and tenure-track faculty shall be as follows:
- (i) On or before February 15, the overall workload of each department will be established by the dean following consultation with the chair.
 - (ii) On or before March 10, the department/library chair will prepare a proposed course schedule with teaching assignments for tenured and tenure-track faculty for the following academic year. The assignments will be made in light of the department's/library's needs, the faculty member's discipline and expertise, and the faculty member's FAP. Faculty will provide input to the chair on the proposed schedule, who will finalize the schedule after considering faculty input.
 - (iii) Each faculty member will then prepare an individual workplan outlining his or her planned teaching/librarianship, scholarship/creative activity and service for the academic year. All such workplans must be submitted to the department chair for review on or before March 15.
 - (iv) On or before March 31, the chair shall submit to the dean the faculty workplans for department/library faculty members, along with a summary of how those workplans meet the department's/library's established workload requirements.
 - (v) Following approval by the dean, the annual workplan for each faculty member will be appended to his or her FAP, and a copy will be provided to the faculty member no later than the last day of the current academic year.
- (d) Librarian workloads, including their scheduled hours of work and expectations for scholarship and service, will be determined according to the process described in Subsection (c) above.

- (e) Faculty member's workloads shall be determined with the expectation that the tenured and probationary faculty will have the opportunity to meet the established criteria for reappointment, promotion, tenure, and post-tenure review.
- (f) With approval by the dean and Chief Academic Officer, faculty may be permitted to buy out workload (*e.g.*, through grant-funded activities), provided that the overall teaching/librarianship, scholarship, and service needs of the unit, as determined by the chair and approved by the dean, can otherwise be met.
- (g) Revisions to Workload Plans.
 - (i) Shifts in enrollment and department/library needs, and other unanticipated or emergency situations, require some flexibility in faculty members' teaching/librarianship assignments. If changes are required to a faculty member's workplan, the chair and faculty member will prepare an addendum to the workplan and submit it to the dean for review as soon practicable. Unless the change is required by a situation that the faculty member and the dean both agree to be an emergency, the faculty member shall be given at least six (6) weeks notice before a change in his or her workplan takes effect.
 - (ii) Other modifications to workplans resulting from changes in workload agreed to by the faculty member and chair shall be documented in an addendum to the workplan, attached thereto, and forwarded to the dean for approval.

7.7.6 Disputes Over Workload. Disputes regarding workloads or workplans shall be resolved as follows:

- (a) Procedure.
 - (i) In the event that a faculty member has a dispute over his/her workload or workplan, the UFE shall notify the appropriate dean within seven (7) calendar days of the date on which the dispute arose. The dean will convene a meeting with the faculty member, the UFE (if the faculty member wishes UFE representation at this meeting), and the faculty member's chair. The purpose of the meeting is to attempt to resolve the dispute.
 - (ii) If the meeting results in a mutually agreed resolution of the dispute, the employee's workload will be revised consistent with the resolution. If the meeting does not result in a mutually agreed resolution, and the UFE chooses to pursue the dispute, the UFE President or his/her designee will inform the Chief

Academic Officer within seven (7) calendar days of the conclusion of the meeting referred to in Subsection (i) above of the UFE's intent to refer the dispute to the Workload Dispute Faculty Review Committee ("FRC").

- (iii) The FRC will convene within seven (7) calendar days of the date of the referral to hear the dispute. The FRC shall provide a written recommendation regarding the dispute to the UFE President and the Chief Academic Officer within seven (7) calendar days of the conclusion of the hearing.
 - (iv) The Chief Academic Officer will review the FRC's recommendation and shall either accept or reject that recommendation. The Chief Academic Officer shall notify the UFE President and the affected faculty member of his/her decision in writing within seven (7) calendar days from receipt of the FRC's recommendation. If the Chief Academic Officer chooses to reject the recommendation, (s)he shall include his/her reasons for doing so in the notification.
 - (v) The Chief Academic Officer's determination shall be final and binding, and may not be challenged through the Grievance Procedure in Article 7.
- (b) FRC Composition. Each FRC shall consist of three (3) faculty members appointed by the UFE; provided that no faculty member may sit on an FRC hearing a dispute arising out of his/her department. The UFE is responsible for training the participants in the FRC.
 - (c) Pre-Hearing Submissions. At least two (2) business days prior to a hearing before the FRC, each party shall submit to the FRC and the other party a written statement of no longer than two (2) pages summarizing the dispute, and explaining any workload considerations unique to the faculty member's department/unit/library. Any documents directly related to the dispute (*e.g.*, FAPs, P&Ps) that a party intends to present at the hearing must be submitted with the party's statement.
 - (d) Conduct of the Hearing.
 - (i) The FRC shall select a chair who is responsible for conducting the hearing. The hearing will consist of a presentation by the UFE or affected faculty member, followed by a presentation from the dean or his/her designee, followed by a period of rebuttal by each side. The initial presentations shall be limited to twenty (20) minutes each, the summaries and rebuttals to ten (10) minutes each.

- (ii) The FRC members may ask questions of either the UFE or the dean or his/her designee at any time during each presentation, at the conclusion of the presentation, or during the rebuttal periods. The Chair will serve as time keeper and restore the time taken by asking and answering questions to the twenty (20) minute presentation period and/or the ten (10) minute summary and rebuttal period.
- (iii) Witnesses at the hearing are limited to the faculty member, his/her UFE representative, the dean and/or his/her designee.

7.7.7 Overload and Additional Assignments.

- (a) **Overload Teaching.** In order to assure that overload teaching activities do not impinge upon or serve as a detriment to the regular duties of the faculty, overload teaching should be of a non-recurring nature. Faculty who have been given assigned time for administrative activities may not receive overload for teaching without the approval of the Chief Academic Officer.
- (b) Faculty members may accept an assignment to perform work in a self-support or other program/function through the University (e.g., grants, contracts, consulting, works for hire, festivals) that is in addition to the faculty member's workload plan. Faculty members will receive separate contracts for any such additional employment, which will describe the expectations of the assignment and the compensation to be paid.
- (c) Unless otherwise approved, faculty members will not be permitted to accept an additional assignment or overload from the University that would obligate them to work more than one hundred thirty-four percent (134%) of full-time during any quarter of the academic year (e.g., one (1) additional five-credit course per quarter for faculty whose workplans have not been adjusted to accommodate the additional teaching responsibility). During summer, a faculty member must have prior approval to accept an overload greater than one (1) additional five-credit course (or an assignment requiring equivalent effort). Waivers for additional overload or assignments may be granted by the appropriate dean and approved by the Chief Academic Officer.

7.7.8 Summer Session.

- (a) The Chief Academic Officer or designee shall have the authority to appoint the faculty and staff members who teach during the summer session and shall set the salary and terms of the appointment subject to approval of the Board of Trustees within the budgetary limitations

allowed proportionate to the teaching load (10 credits being a full load) and to faculty members' academic year base salary (22% of pay).

- (b) Faculty teaching during Summer Session will be paid consistent with University pay policies, state statutes and regulations. Payment must be made in the quarter earned.

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

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

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

7.10.1 Conflicts of interest are prohibited. Faculty are responsible for avoiding conflicts of interest, and for resolving any conflicts of interest that arise by working in conjunction with the Dean and/or the Chief Academic Officer or designee. "Conflict of interest" shall mean:

- (a) any conflict between the private interests of the faculty and the public interests of the University, the Board of Trustees, or the State of Washington, including conflicts of interest specified under Washington statutes; and/or
- (b) any activity which interferes with the full performance of the faculty's professional or institutional responsibilities or obligations.

7.10.2 The relationship faculty have with students carries the added responsibility to both the student and the University for the relationship to remain absent of abuse of power, or the appearance of abuse of power. In particular, faculty shall not evaluate, supervise or direct the educational endeavors of students with whom they have or have had a family or intimate relationship, and all such relationships shall be disclosed, in writing, to the Chief Academic Officer. Failure to disclose a relationship will result in appropriate disciplinary action.

- 7.10.3 No faculty member shall participate directly in any recommendation or decision relating to a personnel action (reappointment, promotion, tenure, post-tenure review), professional leave award, or internal funding award to a family member or to a person with whom the faculty member has or has had an intimate relationship. A faculty member shall withdraw from participation in any recommendations or decisions prohibited by this section.

ARTICLE 8: COMPENSATION AND BENEFITS

8.1 Market-Based Salary Adjustments.

- 8.1.1 During the term of this Agreement those tenured faculty, tenure-track faculty, senior lecturers and lecturers whose salary is less than the market average for their rank and discipline will receive the salary increases described below to bring their salary to the market average. For purposes of these adjustments, the “market” is defined as the mean salary identified in the 2011-2012 CUPA survey of all public universities for faculty holding the same rank and working in the same discipline. In determining the market average for senior lecturers, the University will add ten percent (10%) to the mean salary reported for the lecturer rank. Market increases will be capped at a maximum of \$18,000 per individual per year.
- (a) Effective September 1, 2013, those tenured faculty, tenure-track faculty, senior lecturers and lecturers whose salary is less than ninety percent (90%) of the market average will be increased to ninety percent (90%) of the market average.
 - (b) Effective September 1, 2014, those tenured faculty, tenure-track faculty, senior lecturers and lecturers whose salary is less than ninety-five percent (95%) of the market average will be increased to ninety-five percent (95%) of the market average.
 - (c) Effective September 1, 2015, those tenured faculty, tenure-track faculty, senior lecturers and lecturers whose salary is less than one hundred percent (100%) of the market average will be increased to one hundred percent (100%) of the market average.
- 8.1.2 The University will inform faculty of their rank and discipline placement by September 16, 2013, and will make available to faculty (subject to license limitations) the 2011-2012 CUPA salary survey data upon which the market adjustments are based. Faculty may raise disagreements in their placement (i.e., their discipline) with their dean on or before October 10, 2013. Any disputes not resolved by the dean will be resolved by the Chief Academic Officer, whose decision on the discipline classification used for a particular faculty member’s market adjustment will be final, and will not be subject to further appeal or to the grievance process.

- 8.2 General Salary Adjustments. Except as provided in Section 8.2.4 and 8.2.5 below, the salary increases in this Section will be provided to all lecturers, senior lecturers, faculty in residence, probationary faculty and tenured faculty. General salary increases will be calculated and provided based on and in addition to the market-based salary adjustments described in Section 8.1 above.
- 8.2.1 Effective September 1, 2013, all lecturers, senior lecturers, probationary faculty and tenured faculty will receive a two percent (2.0%) increase in their base salary.
- 8.2.2 Effective September 1, 2014, all lecturers, senior lecturers, faculty in residence, probationary faculty and tenured faculty will receive a two percent (2.0%) increase in their base salary.
- 8.2.3 Effective September 1, 2015, all lecturers, senior lecturers, faculty in residence, probationary faculty and tenured faculty will receive a two percent (2.0%) increase in their base salary.
- 8.2.4 Faculty who as of the date of this Agreement are compensated at more than one hundred ten percent (110%) but not more than one hundred fifteen percent (115%) of the market average for their discipline (as defined in Section 8.1) will receive one-half (0.5) of the above general salary increases (one percent (1%) per year) described in this Section.
- 8.2.5 Faculty who as of the date of this Agreement are compensated at more than one hundred fifteen percent (115%) of market average for their discipline are not eligible for general salary increases.
- 8.3 Salary Placement for Newly Hired Faculty. Faculty hired into tenured, tenure-track, or lecturer positions during the term of the Agreement will be placed at or above the market average for their rank and discipline, as defined in Section 8.1 above, and will receive the general salary adjustments described in Section 8.2 beginning the year after their hire.
- 8.4 Quarterly Faculty.
- 8.4.1 Effective September 1, 2013, Quarterly faculty will be compensated at the rate of at least \$600 per credit.
- 8.4.2 Effective September 1, 2014, Quarterly faculty will be compensated at the rate of at least \$612 per credit.
- 8.4.3 Effective September 1, 2015, Quarterly faculty will be compensated at the rate of at least \$624 per credit.
- 8.5 Salary Upon Promotion. As of the effective date of a promotion, faculty members' salaries will be increased to the percentage of the market average for their new rank/title then-applicable to the market adjustments described in 8.1.1, or the amount below,

whichever is greater; provided that promotional increases will be capped at a maximum of \$18,000 per individual per year.

- 8.5.1 Faculty members who are promoted from Assistant Professor to Associate Professor – seven and one-half percent (7.5%) of the faculty member’s current salary.
- 8.5.2 Faculty members who are promoted from Associate Professor to Professor – ten percent (10.0%) of the faculty member’s current salary.
- 8.5.3 Faculty members who are promoted from Lecturer to Senior Lecturer – five percent (5.0%) of the faculty member’s current salary.
- 8.6 Retention Increases. In the event that a faculty member has received an offer of greater pay from another institution, the faculty member may request that his/her department seek approval from the dean and Chief Academic Officer to make a counter offer. Faculty will need to provide written verification of a bona fide better offer. A decision not to make a counter offer may not be grieved.
- 8.7 Overload. Overload will be compensated at a minimum of the then-applicable Quarterly Faculty rate per credit taught.
- 8.8 Chair Compensation in the Colleges.
 - 8.8.1 Stipend. A stipend will be paid to each department chair based on the weighted formula below. The expectation for department chairs is that they are available during the month of September prior to the beginning of fall quarter.

Factors:	Formulas:
FTE of departments	Chair receives \$100 per department FTE
FTES (average of 4 years)	Chair receives \$1,000 for having a UG program or Grad program
Major (average of 4 years)	Chair receives \$1,500 if the department has a UG and Grad program
Base Salary	Chair receives a summer stipend of 1/9 of their base salary
	Chair receives a portion of \$30,000 for FTES depending on Dept’s percent of the University’s total FTES (Dept FTES/Total FTES * 30,000)

Chair receives a portion of \$30,000 for Majors depending on Dept's percentage of the University's total Majors (Dept Majors/Total Majors * 30,000)

- 8.8.1 Administrative Assigned Time. Each department chair will be assigned administrative time in consultation with the college dean ranging from .50 to 1.0. The criteria for assignment include, but are not limited to:
- (a) The size of the academic unit using faculty FTE guidelines.
 - 8-12 faculty = .50 assigned administrative time
 - 13-20 faculty = .65 assigned administrative time
 - 21-30 faculty = .80 assigned administrative time
 - 30+ faculty = 1.0 assigned administrative time
 - (b) The complexity of the programs (e.g., multiple degree programs, certification programs, special off-campus programs, etc.).
 - (c) The external/cross-campus interactions and commitments.
- 8.9 Chair Compensation in the Library. The Library Chair will receive a stipend of \$3500 paid over the period of the faculty member's contract and one-third (0.33) administrative release time.
- 8.10 Pay Periods. Unless otherwise agreed between the parties, academic year faculty salaries will be paid in eighteen (18) equal payments, beginning on or before October 11 and ending on or before June 26.
- 8.11 Temporary Assignments. Faculty temporarily reassigned to different duties or to a different location shall retain their normal rate of pay.
- 8.12 Support for Research, Development, and Institutional Enhancement. University support for the enhancement of instruction and research which benefits the entire University community promotes accomplishment of the University's instructional mission. Support for enhancement of instruction and research is also important to individual faculty members, who must meet the requirements for retention, tenure and promotion identified in their FAP.
- 8.12.1 Faculty Development Allocations.
- (a) To support the academic strategic plan, college, library, and department P&P, and individual FAPs, the University will fund a pool each fiscal

year with an amount equal to \$1,200 per tenure and tenure-track faculty member; provided that one-half of the money included in the allocations of this Section will be subject to any limitations on use of state money; and further provided that if a state-imposed limitation on the use of faculty development funds would prevent a faculty member from satisfying the terms of his/her FAP, the faculty member and Dean will either find an alternative source of funds or the Dean will work with the faculty member and personnel committee to revise the faculty member's FAP.

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

8.12.2 Faculty Summer Research and Development Grants.

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

8.13 Insurance Benefits.

- 8.13.1 Long Term Disability Insurance. The University will provide eligible probationary faculty, tenured faculty, and senior lecturers/librarians/clinical associates with long-term disability insurance, with a 120-day benefit waiting period, through the Washington State Health Care Authority ("WSHCA").

Eligibility shall be determined by the rules applicable to the long-term disability insurance plan. Faculty members who elect a WSHCA long-term disability insurance plan with a benefit waiting period of less than one hundred twenty (120) days shall be responsible for paying the additional costs associated with their choice of plan.

8.13.2 Health Insurance. Faculty members will receive contributions toward their health insurance premiums in accord with the rates and policies determined by the WSHCA.

8.13.3 Life Insurance. The University will continue providing existing life insurance benefits to eligible faculty at the rates in effect immediately prior to the effective date of this Agreement.

8.14 Retirement Contributions.

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

(a) Faculty who are less than 35 years old will receive a contribution equal to 5.0% of their base salary.

(b) Faculty who are 35-49 years old will receive a contribution equal to 7.5% of their base salary.

(c) Faculty who are 50 or older will receive a contribution equal to 10.0% of their base salary.

8.14.2 For those faculty members who participate in another retirement plan administered through the Washington State Retirement System, and who elected at the time of hire to continue participating in such plan, the University will make the retirement contribution required by the respective plan.

ARTICLE 9: COMMUNICATION DISORDERS PROGRAM SEMESTER FACULTY

9.1 Scope. The provisions of this Article apply only to faculty teaching in the Communication Disorders Program, which is operating on a semester system rather than the quarterly system used by the rest of the University. Except as altered by this Article, the terms of the Agreement apply in full to faculty teaching in the Communication Disorders Program.

9.2 Academic Year. The Academic year in the Communication Disorders Program will consist of two (2) semesters: fall and spring. A full-time contract year is the two semesters, fall and spring.

9.3 Credit Equivalency. References in the Agreement to credits (*e.g.*, the Workload provision) will be multiplied by two-thirds (2/3) to determine an equivalent number of

credits on a semester basis; provided that a full load for Communication Disorders faculty members teaching summer session (Section 7.5.8) is six (6) semester credits.

- 9.4 Wage Increases. Wage increases set out in the Agreement to take effect on September 1 will take effect on August 2 for faculty members in the Communication Disorders Program; provided that faculty who are teaching summer session courses or programs that are not completed before August 1 will receive their wage increases upon completion of their course or program.
- 9.5 Minimum Rate of Compensation Per Credit. The minimum rate of compensation for a semester credit will be \$862.50 (the minimum rate for a quarterly credit multiplied by 1.5).
- 9.6 Leaves.
- 9.6.1 Sick Leave for “Quarterly Faculty” Teaching on a Semester Basis. For those “Quarterly Faculty” with a semester appointment in the Communication Disorders Program, the sick leave entitlement described in Section 11.1.2 of the Agreement will be up to three (3) weeks per semester. All other terms and conditions applicable to sick leave in the Agreement will apply to such faculty members.
- 9.6.2 Paid Professional Leave. The provisions of Section 11.5 of the Agreement governing paid professional leave will be modified for full-time tenured faculty in the Communication Disorders Program as follows:
- (a) Faculty may be approved for paid professional leave in increments of one (1) or two (2) semesters at a time. If less than a full academic year of professional leave is taken at a time, the remaining semester may, if approved in a subsequent application, be taken within the remainder of the six-year period. Additional semesters are not guaranteed.
 - (b) In calculating the amount of paid professional leave available at the University during an academic year, one (1) semester is equivalent to one and one-half (1.5) quarters.
 - (c) Faculty shall receive 85 percent of their semester salary while on leave if the leave is taken for one (1) semester; and 80 percent of their annual salary if the leave is taken for two (2) semesters. Within the six-year period referenced above, no more than one (1) semester will be compensated at the 85 percent rate; a subsequent semester will be compensated at the 75 percent of the faculty member’s semester salary.
- 9.6.3 Personal Leave of Absence without Pay. Faculty members in the Communication Disorders Program may request an unpaid leave of absence as provided in Section 11.7 of the Agreement for periods of one (1) semester or more.

- 9.7 Overload Teaching. Overload teaching for faculty in the Communication Disorders Program may not exceed one (1) three-credit course per semester without a waiver approved by the dean and the Chief Academic Officer.
- 9.8 Salary Distribution. Faculty in the Communication Disorders Program employed on an annual basis will receive their annual salary in eighteen (18) equal payments, with the first payment for the academic year coming during the University's September 10 payroll and the last payment coming during the University's May 25 payroll.
- 9.9 Probationary Faculty. For probationary faculty in the Communication Disorders Program, the first probationary year (Section 5.3.5(a)) must include at least one (1) semester of full-time employment. Notice of nonrenewal for such probationary faculty during the first academic year of service will be provided no later than June 1; notice of nonrenewal for such faculty in their third through sixth years of probation will be provided no later than June 1 for a terminal appointment that expires at the end of the next academic year. Except as provided in this Section, the provisions of Section 5.3 will apply to probationary faculty in the Communication Disorders Program.

ARTICLE 10: DEPARTMENT AND LIBRARY CHAIRS

- 10.1 Responsibilities of the Department Chair. The department chair is the chief administrative officer of the academic department, a member of the faculty and a member of the bargaining unit. The responsibilities of the chair are to provide effective leadership and fiscal, program, and personnel management in the operation of the department. Specific roles and responsibilities of the department chairs are described in their respective college P&P. Chairs may not initiate a grievance regarding matters arising from their duties and responsibilities as chairs.
- 10.2 Responsibilities of the Library Faculty Chair. The library faculty chair is the chief administrator of faculty personnel processes pertaining to faculty of the EWU Libraries, a member of the faculty, and a member of the bargaining unit. The responsibilities of the chair are to provide effective leadership within library and University policies and goals. The chair is also expected to provide personnel management of library faculty. Specific roles and responsibilities of the chair are described in the EWU Libraries P&P. The Library Faculty Chair may not initiate a grievance regarding matters arising from his/her duties and responsibilities as chair.
- 10.3 Process for Recommendation and Appointment. Department/library faculty will select a nominee for chair through an election conducted according to procedures outlined in their respective college/library P&P. The Nomination from the department/library will be forwarded to the dean, who will forward his/her recommendation to the Chief Academic Officer. The Chief Academic Officer will forward his/her recommendation to the President and the Board of Trustees for confirmation.
- 10.4 Term. Chairs may serve two consecutive four-year term(s) based upon satisfactory performance. Faculty who have served eight (8) years as chair may be reappointed after a minimum one (1) year break in service. In exceptional circumstances, a chair may

serve more than two (2) consecutive four (4) year terms. The initial date of appointment for new chairs will be July 1 unless another date is approved by the dean.

- 10.5 Evaluation of Chair's Performance. Department/library chairs shall be reviewed annually by the unit dean. Faculty will participate in the evaluation of chairs at least every two years. The chair will be reviewed based on the performance of duties and responsibilities as outlined in the college/library and departmental P&P. The results of the review will be shared with the chair. Based on the evaluation of performance, a plan may be developed jointly by the dean and the chair for improvement or the chair may be removed by the dean. The department/library faculty by a two-thirds (2/3) majority recall vote may initiate a request to the dean to remove the chair at the end of any academic quarter. The dean shall conduct the vote in the department/library. The chair may resign at any time.

ARTICLE 11: LEAVES

11.1 Sick Leave.

- 11.1.1 All faculty absences due to illness, injury or disability shall be reported to the chair. Absences of up to two (2) workweeks in duration for illness, injury or temporary disability will be considered sick leave. The faculty member and the chair shall be responsible for making arrangements to cover or reschedule all classes missed by absence due to sick leave.
- 11.1.2 Quarterly faculty shall be entitled to up to two (2) workweeks of paid sick leave during the term of their contract. Any leave taken beyond the two (2) workweeks in a quarter for the reasons described in Section 11.1.4 shall be unpaid and may, at the discretion of the dean following consultation with the chair, result in termination of the faculty member's contract.
- 11.1.3 Probationary, tenured and special faculty shall be entitled to paid sick leave of up to two (2) workweeks for each separate occurrence for the reasons described in Section 11.1.4.
- 11.1.4 Sick leave may be used during the period of a faculty member's appointment for the faculty member's own illness, injury or disability (including disability related to pregnancy); the need to care for a child under eighteen (18) years of age, or an older child incapable of self-care, with a health condition requiring treatment or supervision; and the need to care for the faculty member's spouse, domestic partner, parent, parent-in-law or grandparent with a serious health condition or emergency condition.

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

11.3 Short-Term Disability Leave.

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

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

11.3.3 Amount of Disability Leave.

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

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

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

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

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

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

11.4 Annual and Holiday Leave for Librarians.

11.4.1 Full-time library faculty earn annual leave at the rate of two (2) days (16 hours) per month. The total amount of annual leave accrued in a fiscal year will reflect the terms of the individual library faculty employment contract (e.g., 12-month, full-time contract = 24 days (192 hours) annual leave; 10-month, full-time contract = 20 days (160 hours); etc.). Library faculty with an appointment that is less than full time accrue leave on a prorated basis that reflects the percentage their appointment bears to a full-time faculty librarian.

11.4.2 All library faculty begin to accrue annual leave from the date they start work as a faculty member in the University Libraries, but are not eligible to use accrued leave until they have completed three (3) months of employment. Library faculty can use no more than thirty (30) days of annual leave per fiscal year. There is no limit on the number of accrued days of annual leave that can be carried forward from one fiscal year to the next. Upon termination of employment, library faculty may cash out their accrued annual leave to a maximum of 30 days (240 hours).

11.4.3 Full-time, twelve-month library faculty receive the ten (10) University holidays per year, plus a personal holiday. Library faculty who work less than twelve (12) months receive only the University holidays that fall within the months they work, and are not entitled to a personal holiday. Library faculty who work less than full time during the year adjust their work schedule during the week in which a holiday falls to reflect the terms of their individual contract. Personal holidays may not be carried over from one calendar year to the next, and may not be cashed out in any circumstances.

11.5 Paid Professional Leave.

11.5.1 Professional leave shall be granted by the Board of Trustees for the purpose of providing opportunities for study, research, and creative activities for the enhancement of the University's instructional and research programs. Selection for professional leave will be judged on the merits of each case as it meets the specific scholarship and/or research and service deemed important to the University criteria for selection. The element of rotation shall not be a factor in selection. Professional leave may be taken to pursue projects in the following areas:

- (a) Research.

- (b) Scholarly and Creative activity, including the scholarship of teaching or librarianship.
 - (c) Any other area of professional development that complies with the criteria set by the Research, Service and Scholarship Committee (“RSS Committee”).
 - (d) Retraining of tenure and tenure-track faculty facing program reduction or elimination.
 - (e) Service to the University and/or the external community.
- 11.5.2 Exclusions. Professional leave will not be granted for the purpose of working for an advanced degree or the possible acquisition of credit applicable toward an advanced degree.
- 11.5.3 Eligibility. Full-time tenured faculty are eligible for professional leave as follows:
- (a) At the conclusion of an initial six (6) years of consecutive service, faculty members will be eligible for a professional leave for a maximum of three (3) quarters (one (1) academic year). Faculty members will accumulate an additional three (3) quarters of professional leave at the completion of six (6) years of consecutive service from their last point of eligibility. A faculty member may not accumulate more than three (3) quarters of eligibility for professional leave at any time.
 - (b) In computing consecutive years of service, periods of sick or short-term disability leave will be counted. A period of up to one (1) year of professional leave of absence without pay will not count as part of the six (6) year period, but will not be considered a break in service for purposes of computing eligibility for professional leave.
 - (c) Professional leave may, based on the approved application, be taken in one (1), two (2) or three (3) quarters at a time. If less than a full academic year of professional leave is taken at a time, the remaining quarter(s) may, if approved in a subsequent application, be taken within the six-year period following the point of initial eligibility. Additional quarters are not guaranteed.
- 11.5.4 Policies Governing Personnel on Leave.
- (a) Individuals on professional leave shall be entitled to the same benefits as other academic personnel. This applies to salary raises, insurance coverage, liability coverage, retirement, professional development funds, office space, and the usual departmental resources.

- (b) The period of leave shall be counted as time in rank and experience on the University faculty.
- (c) Faculty members returning from professional leave will resume their academic or professional rank and position, or a different position mutually agreeable to the faculty member and the University administration. In the event the faculty member's prior position is eliminated during the time the employee is on leave, the rights of the faculty member will be governed by the provisions of Article 14 – Reductions in Force.

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

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

11.5.6 Terms and Conditions.

- (a) The granting of paid professional leave shall not become automatic upon application. The University RSS Committee will evaluate the applications and recommend the granting of leaves on the basis of the factors below. The parties support a goal that membership on the RSS Committee will be broadly representative of the colleges and library.
 - (i) Purpose and scope of the proposed project;
 - (ii) Quality and feasibility of the proposed project;
 - (iii) Ability of the individual to carry out a successful project;
 - (iv) Significance and potential value of the project to the individual, an area of study, the University's Strategic Plan initiatives and the State of Washington;

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

Any additional approved criteria or policies for evaluating and awarding applications by the appropriate body of the Faculty Senate will be provided to faculty members with the application materials.

- (b) To receive consideration an individual must make formal application in writing.
- (c) Faculty working academic quarters shall receive 90 percent of their quarterly salary while on leave if the leave is taken for one (1) quarter; 82.5 percent of their salary if the leave is taken for two (2) quarters; and 80 percent of their annual salary if the leave is taken for three (3) quarters. Within the six-year period referenced above, no more than one (1) quarter will be compensated at the 90 percent rate; subsequent quarters will be compensated at 75 percent of the faculty member's salary for the applicable period.
- (d) Salary for leave will be determined on the basis of the salary agreement in effect during the specified period of leave. Outside consulting which is not in direct support of the project for which remunerated professional leave is granted will be permitted with the prior approval of the dean and the Chief Academic Officer.
- (e) Faculty members may seek additional support for their projects from outside agencies. Such aid must be in direct support of the project for which professional leave is granted. A portion of this aid may be used to supplement the leave stipend. (State law stipulates that the base salary cannot be exceeded. Thus, additional stipend funds will be used to reduce the University stipend, thereby allowing the granting of additional professional leaves.)
- (f) Faculty members granted professional leave are required to return to the institution for a period of time equal in length to the length of the professional leave. If this requirement is not met, the Faculty member shall reimburse the University for the cost of the leave in terms of salary and fringe benefits. Faculty members will be required to sign a contract with the University prior to the beginning of their professional leave that includes this obligation.
- (g) Methods of payment while on leave should be set through mutual agreement of recipient and the University.
- (h) A written report of the completed project shall be submitted to the appropriate dean for forwarding to the Chief Academic Officer, the president and the Board of Trustees.

11.5.7 Application Procedures.

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

- (d) Notification to the applicant of the decision concerning the granting of the leave shall be made by the President not later than the end of the quarter following that in which the application was submitted.
- (e) Faculty who take fewer than three (3) quarters leave and who wish to take the remaining quarter(s) during the six-year period should apply for the remaining leave in the manner described above. Each application is a new application and will be considered with all others for that year.
- (f) Faculty whose applications are not forwarded to the Chief Academic Officer may appeal to the FRB within five (5) days of receiving such notice.

11.6 Bereavement Leave. Faculty members will be granted three (3) days of paid bereavement leave for the death of the employee's spouse, registered domestic partner, child, parent, parent-in-law, registered domestic partner's parent, sibling, grandparent, grandchild or household member. With notification to his/her chair, a faculty member may use sick leave (as described in Section 11.1) for bereavement leave in addition to the leave provided in this Section.

11.7 Personal Leave of Absence without Pay. Faculty members may request (through their chair and dean) personal leave without pay for periods of one (1) quarter or more subject to the following provisions:

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

11.7.2 Individuals on a one (1) year leave must notify the University in writing by March 1 whether they will return for the following academic year.

11.7.3 Approved leave time will not count toward years of service. Approved leave without pay will not interrupt years of consecutive service.

11.7.4 A letter of agreement detailing the specific conditions of each leave, including any agreed extensions of a probationary period as described in Section 4.1.2(a), will be prepared by the dean in consultation with the chair, signed by the requesting faculty, and submitted to the Chief Academic Officer for final approval.

11.8 Professional Leaves of Absence without Pay. Faculty members may request (through their department chair and dean) a professional leave without pay to enhance their knowledge and skills for periods of one (1) quarter or more subject to the following provisions:

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

- 11.8.2 Individuals on a one (1) year leave must notify the University in writing by March 1st whether they will return for the following academic year.
- 11.8.3 Approved leave time shall count for tenure and/or promotion. Approved leave without pay will not interrupt years of consecutive service.
- 11.8.4 Approved leave time spent acquiring an advanced degree will not count towards years of service.
- 11.8.5 A letter of agreement detailing the specific conditions of each leave, including any agreed extensions of a probationary period as described in Section 4.1.2(a), will be prepared by the dean, in consultation with the chair, and forwarded to the Chief Academic Officer and will be signed by the requesting faculty.

ARTICLE 12: GRIEVANCE PROCEDURE

- 12.1 Purpose. The purpose of this procedure is to provide a process for the prompt and fair resolution of grievances. This procedure shall be the exclusive means of resolving grievances.
- 12.2 Definition of Grievance. A grievance is a dispute between the University and the UFE, on its own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation or misapplication of an express term or provision of this Agreement.
- 12.3 Time Limits. Time limits within the grievance procedure may be waived or extended by the mutual agreement of both Parties. If the UFE, on behalf of the employee(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the University fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.
 - 12.3.1 The day after the event, act or omission, or the day after the faculty member(s) or UFE knew or should have known of the event, act or omission, shall be the first day of a timeline under this Article. In the event a time limit under this Article ends on a weekend or holiday, the deadline will automatically be extended to the following University business day.
 - 12.3.2 Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day called for under an applicable time limit.
- 12.4 Submission of Grievances and Responses.
 - 12.4.1 All grievances and requests for arbitration must be submitted to the University's Human Resources Office, by fax, hard copy, or electronic mail. University responses will be submitted to the UFE's business office by fax, hard copy, or electronic mail.

12.4.2 Grievances shall include the following:

- (a) the specific term(s) of the Agreement allegedly violated, misinterpreted, or misapplied;
- (b) a statement of the grievance; and
- (c) the remedy sought.

12.5 Cooperation Between the Parties. The University and the UFE will supply each other with requested information reasonably needed to facilitate processing the grievance. Any meetings scheduled to discuss a grievance will be set at mutually convenient times.

12.6 Informal Resolution. Nothing in this Article should be read to preclude the parties from attempting to resolve issues through informal discussions prior to filing a grievance.

12.7 Process.

12.7.1 Step 1. Regardless of the status of any informal discussions regarding a potential grievance, the UFE shall submit the grievance within twenty-one (21) calendar days of the day the faculty member(s) or UFE knew or reasonably should have known of the events giving rise to the grievance. The appropriate Dean shall hold a meeting with the grievant and his or her UFE representative within fourteen (14) calendar days of his or her receipt of the grievance, and shall respond to the grievance in writing within fourteen (14) calendar days of such meeting.

12.7.2 Step 2. Should Step One fail to resolve the grievance, within fourteen (14) calendar days following its receipt of the Dean's Step 1 response, the UFE shall submit the written grievance to the Human Resources Office for consideration by the Provost. The Provost shall hold a meeting with the grievant and his or her UFE representative within fourteen (14) calendar days of the receipt of the grievance, and shall respond in writing to the grievance within fourteen (14) calendar days of such meeting. Grievances challenging a suspension or termination, or a grievance alleging a violation(s) by the Provost shall be initially considered by the Provost at Step 2.

12.7.3 Step 3. Should Step Two fail to resolve the grievance, the UFE shall submit a written request to the University to arbitrate the grievance within fourteen (14) calendar days after its receipt of the Provost's Step 2 response. The UFE shall simultaneously submit a written request for arbitration to the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service and request that the Parties be provided with the names of seven (7) qualified arbitrators from the Washington, Oregon or Idaho area. The arbitrator shall be chosen by the strike method. The party exercising the first strike shall be the loser of a flip of a coin.

12.8 Rules. The Parties agree that if there is question of arbitrability that the arbitrator shall rule on the arbitrability issue before scheduling a hearing on the case in main.

12.8.1 The arbitrator will:

- (a) Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
- (b) Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the Parties agree to modify it;
- (c) Not make any award that provides a faculty member with compensation greater than would have resulted had there been no violation of this Agreement.

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

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

12.8.4 Arbitration Costs.

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

12.9 General Provisions.

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

- 12.9.2 No faculty member shall suffer reprisals for filing a grievance, for being a witness in a grievance, or for participating in the grievance process.
- 12.9.3 By mutual agreement the Parties may choose to utilize an expedited arbitration process.

ARTICLE 13: DISCIPLINE

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

13.4 Pre-Disciplinary Procedure.

- 13.4.1 Notice of Intent to Discipline. If the University intends to impose discipline that involves a loss of pay or termination of employment, the University shall inform the faculty member of its intent in writing. The written notice shall describe the event or conduct with sufficient particularity to permit the employee to understand the reason for the proposed discipline.
- 13.4.2 Pre-Disciplinary Meeting. The University will schedule a Pre-Disciplinary Meeting to permit the faculty member to provide any additional information he/she wishes the University to consider prior to finalizing its decision regarding discipline.
- 13.4.3 Disciplinary Decision. No later than fourteen (14) calendar days after the close of the Pre-Disciplinary Meeting, the University shall inform the faculty member of its disciplinary decision in writing.

ARTICLE 14: REDUCTION IN FORCE

- 14.1 Program Reduction and Discontinuance. The reduction or discontinuation of a program is a function of the University in its regular review of departments and programs, resource allocation and strategic planning. Program review, enrollment trends or severe financial crisis may prompt program discontinuance.
- 14.1.1 The University will set up its own procedures for program discontinuance. The current iteration of these procedures is contained in “Degree Program Discontinuance at Eastern Washington University” approved by the Academic Senate on January 28, 2002, and subsequently approved by the Board of Trustees.
- 14.1.2 The University will make reasonable efforts to plan needed changes in educational programs so as to minimize sudden unexpected shifts of staffing of program units. In meeting changes brought about by shifts in student enrollment or program development, it is frequently necessary to change the faculty allocation to a given department or program unit. Such decisions shall be made by the Chief Academic Officer in consultation with the deans and the department chairs in the units affected.
- 14.1.3 When the Chief Academic Officer believes that the appropriate balance of faculty within a specific department or among the various departments is so distorted that it cannot be corrected without affecting positions held by probationary and/or tenured faculty, the Chief Academic Officer shall so notify the President, the chair of the Academic Senate and the president of the UFE. Before making this determination, the Chief Academic Officer will consult with the UFE as to whether the correction can/should be delayed or avoided by department reconfiguration or revitalization.

- 14.1.4 If a program is considered for discontinuance, the existing degree Program Discontinuance Policy approved by the Board of Trustees applies. The final responsibility for institutional action shall rest with the Board of Trustees.
- 14.1.5 In the event that a program has insufficient students, and discontinuing the program does not require the elimination of tenured or tenured track faculty positions, the program may be eliminated without following the process set out in this Section.
- 14.2 Severe Financial Crisis.
- 14.2.1 Whenever the President has reason to believe that a severe financial crisis may occur, he/she shall notify the Academic Senate and the UFE president of the nature of the expected emergency and supply supporting documentation. Within fifteen (15) working days of receiving notice of a severe financial crisis from the President, the UFE will submit any recommendations for managing the crisis in a report to the president and the Board of Trustees. The Board of Trustees shall be responsible for declaring any state of University-wide severe financial crisis. Unless continued by a subsequent Board declaration, a declaration of a severe financial crisis will last no longer than one (1) fiscal biennium.
- 14.2.2 On or before such declaration by the Board of Trustees, the President shall develop a plan for meeting the emergency. The final responsibility for institutional action shall rest with the President.
- 14.2.3 Support of instructional efforts will receive highest priority when a severe financial crisis requires reduction of the funding of University programs.
- 14.3 Reduction In Force. Reduction in Force is a layoff of faculty due to a severe financial crisis or program discontinuance or reconfiguration.
- 14.3.1 Except in the case of severe financial crisis, the President of the University shall inform the president of the UFE and the colleges/department(s) affected of intent to implement the reduction in force at least ninety (90) days prior to implementation. The UFE, upon receipt of such written notice, may request a meeting to review the reasons for such intent and to recommend ways to reduce and/or eliminate the need to implement this provision.
- 14.3.2 Faculty layoffs shall take place utilizing the following priority: quarterly faculty/librarians, special faculty/librarians, tenure-track faculty/librarians, tenured faculty/librarians.
- 14.3.3 The department(s) affected shall be notified in writing of the necessary reductions by the Chief Academic Officer.

- 14.3.4 Within fifteen (15) working days of receipt of such notice, the college(s) and department(s)/library affected, in a manner to be determined by the deans, after consultation with the UFE, shall designate the positions, including appropriate qualifications, which are required to meet program needs. These positions will be filled by seniority, *i.e.*, date of appointment to rank or special faculty within each department or library, utilizing the priority listed in Section 14.3.2 above, provided the faculty member filling the position has the necessary qualifications. The results of this process shall be placed in writing and sent to the Chief Academic Officer within the time limit specified above.
- 14.3.5 Following receipt of the position designations from the department(s), the Chief Academic Officer will notify within five (5) working days, those faculty members who are to be laid off.
- 14.3.6 For layoffs resulting from program reconfiguration or discontinuance, senior lecturers, tenure-track and tenured faculty will be given notice as follows:
- (a) Senior lecturers, and tenure-track faculty within the first year of employment, shall be notified no later than March 1, for appointments based on the academic year, or three (3) months prior to the end of an appointment for appointments based on an alternative period.
 - (b) Tenure track faculty within the second year of employment shall be notified no later than December 1 for appointments based on the academic year, or six (6) months prior to the end of the appointment for appointments based on an alternative period.
 - (c) Tenure-track faculty with two (2) or more years of uninterrupted tenure track service, and all tenured faculty, shall be notified no later than June 1 for appointments based on the academic year, or twelve (12) months prior to the end of the appointment for appointments based on an alternative period.
- 14.3.7 For layoffs resulting from a severe financial crisis, special faculty lecturers, probationary and tenured faculty will be given notice as follows:
- (a) Special faculty, and tenure track faculty within the first year of employment, shall be provided with a minimum of three (3) months' notice prior to their layoff.
 - (b) Tenure track faculty within the second year of employment shall be provided with a minimum of six (6) months' notice prior to their layoff.
 - (c) Tenure-track faculty with two (2) or more years of uninterrupted tenure-track service, and all tenured faculty, shall be provided with a minimum of twelve (12) months' notice prior to their layoff.

- 14.3.8 Every effort shall be made to find suitable employment within the University for faculty laid off under this Article. Tenured faculty shall have the opportunity to obtain up to one (1) year's retraining, through remunerated leaves, for other programs which have a need for additional or replacement faculty and for which the faculty member is qualified. No faculty may be relocated without consultation with all departments concerned.
- 14.3.9 If faculty are laid off, they shall be placed on a reemployment list for up to two (2) years from the date of layoff. If two (2) or more faculty within a given department are laid off, the University shall place them on a reemployment list in order of seniority. Should a vacancy be created in that department by departure of one of the remaining department faculty whose position the laid off faculty member is qualified to fill, or an increase in the faculty allocation to that department, such vacancy cannot be filled until qualified faculty members on the reemployment list have been offered the position in order of seniority. Such offer shall be made in writing and shall provide the faculty member with thirty (30) days in which to respond. The laid off faculty member shall be required to return to employment no later than the beginning of the next academic year.
- 14.3.10 All faculty laid off under the provisions of this Section and who are subsequently rehired as indicated at Section 14.3.9 shall retain all accrued wage levels and benefits.

ARTICLE 15: NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 15.1 Compliance with State and Federal Law. The parties acknowledge their mutual support for equal employment opportunity and their commitment to abide by all State and Federal law regarding nondiscrimination and affirmative action in the workplace.
- 15.2 Affirmative Action. The parties support and will cooperate in the implementation of the University's affirmative action programs. The University's Affirmative Action Plan will be provided to the Union at the time of its implementation/renewal.
- 15.3 Prohibition of Discrimination and Harassment. Neither the University nor the Union shall discriminate against or harass any employee because of age, sex, national origin, race, color, creed, religion, sensory, mental or physical disability, sexual orientation, marital status or union membership.
- 15.4 Prohibition of Bullying. The parties support the prohibition on bullying at the University. Behaviors constituting bullying, instructions on filing complaints of bullying and the University's processes for investigating and responding to complaints of bullying are outlined in the University's Bullying Policy.
- 15.5 Concerns Regarding the Workplace Environment. The University is committed to providing equal employment opportunity, consideration and treatment for all employees. Faculty are encouraged to identify and report to their chairs, deans or to Academic

Affairs, either individually or through their Union representatives, concerns and proposed solutions for abusive, unfair or inappropriate behavior, actions or practices by other faculty members, administrators or other members of the University community. Chairs notified of such concerns will inform their dean of the issue. The chair or responsible administrator will notify the affected faculty member(s) of the response to concerns raised, including the outcome of any investigation conducted, and, to the extent appropriate, actions taken as a result.

- 15.6 Actions for Violations of this Article. Faculty may challenge practices or actions that they allege violate the provisions of Sections 15.1, 15.3 and 15.4 through the University's Discrimination and Bullying policies and procedures, and/or using those remedies available through applicable law. Faculty who choose to file a complaint under the University's Discrimination and Bullying policies may, at their option, choose to have union representation throughout that process. Alleged violations of Sections 15.1, 15.3 and 15.4 shall not be the subject of grievances under Article 12.

ARTICLE 16: INTELLECTUAL PROPERTY RIGHTS

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

ARTICLE 17: UFE—UNIVERSITY RELATIONSHIP

17.1 UFE Rights.

- 17.1.1 The UFE may purchase release time on a quarterly basis of up to one-half of the UFE president's (or designee's) load, and up to one-half of the load of the UFE's bargaining chair; provided that unless otherwise agreed, UFE may not purchase release time for more than one (1) faculty member at a time from a single department. The UFE will pay the appropriate part-time faculty rate for the department from which the faculty member is assigned. On or before June 1 of each year, UFE will notify the office of the Chief Academic Officer of its intended purchases for the next academic year.
- 17.1.2 The UFE may rent, for a nominal fee, an office on a space available basis.
- 17.1.3 A copy of the time, place and agenda of all Board of Trustees meetings shall be sent to the UFE president concurrent with distribution to the Board of Trustees members. In addition, the UFE president shall receive copies of the minutes of all Board of Trustees meetings.

- 17.1.4 The UFE shall designate a faculty representative who will be allowed to attend the regularly scheduled Board of Trustees meetings and report on UFE issues, consistent with the bylaws and procedures of the Board of Trustees.
- 17.1.5 The UFE shall have the right to payroll deduction of dues and assessments upon the submission of a signed authorization card. The authorization shall be continued year to year unless a faculty member submits a revocation of authorization by October 15th of the year in which he/she wishes to withdraw his/her membership. The University will transmit the collected dues to the UFE per the UFE's instructions.
- 17.1.6 The UFE and its representatives shall have the right to schedule the use of University facilities to transact UFE business subject to standard facilities use policies and procedures. Where standard facility charges exist, the UFE will pay the same rate as any other outside, non-University, client.
- 17.1.7 UFE officers and stewards may make de minimis use of state-owned or operated campus mail, fax machines, the Internet, or intranets for the exclusive purpose of administering this Agreement. UFE officers and stewards may also make de minimis use of state-owned or operated e-mail for the exclusive purpose of administering this Agreement, including scheduling UFE meetings. Except as permitted in this Section, state-owned or state-provided equipment, services or supplies may not be used for conducting internal UFE business; provided that the UFE may use copiers or other normal office equipment by reimbursing the University according to the same reimbursement policies as apply to the other outside, non-University clients.
- 17.1.8 The University shall furnish to the UFE upon request documents or electronic information concerning its financial resources, expenditures, or other matters reasonably necessary to enable the UFE to carry out its duties as the exclusive bargaining representative for faculty members.
- 17.1.9 Upon request, the University shall provide the UFE with information regarding each faculty member. Such information shall include University rank, college and department assigned, length of employment within the University, email and University telephone numbers.

17.2 University Rights.

- 17.2.1 The University retains its statutory rights to the general supervision of the institution and the control and direction of expenditures from the institution's funds. The University has the legal responsibility to carry out the educational mission of the institution. The University reserves the right to manage, direct and supervise all work performed. The University reserves the right to manage its affairs within its legal mandate and retains all management powers not specifically abridged, delegated or modified by the terms of this Agreement.

17.2.2 These rights include, but are not limited to:

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

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

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

ARTICLE 18: UNION-MANAGEMENT COMMITTEE

- 18.1 Purpose and Scope of Authority. The University and the UFE will maintain a Union-Management Committee to provide a forum for communication between the Parties and to promote constructive labor-management relations. Committee meetings will be used for discussions and shared problem-solving only; the committee shall have no authority to conduct negotiations or modify the provisions of this Agreement.
- 18.2 Committee Composition. The Union-Management Committee will consist of up to three (3) faculty members selected by the UFE, a UFE staff representative, and up to four (4) representatives selected by the Chief Academic Officer.
- 18.3 Scheduling of Meetings. Either party may request a meeting of the Union-Management Committee by sending a written request, including a description of the issue(s) to be addressed, to the other party. When requested, a committee meeting will be scheduled at a mutually acceptable time and place. The committee shall meet at least once per quarter, including summer session, but additional meetings may be scheduled by mutual agreement.

ARTICLE 19: TERMS OF AGREEMENT

- 19.1 Application of University Policies. This Agreement supersedes specific provisions of University policy with which it conflicts. Absent such a conflict, faculty members will be subject to all University policies. Issues or concerns regarding misapplication of University policy may be raised by the UFE through the Union-Management Committee process described in Article 15. The University will provide the UFE with forty-five (45) calendar days' notice, and ample opportunity to provide input, prior to implementation of any proposed policy change during the term of this Agreement that affects faculty working conditions.
- 19.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and it supersedes any prior written or oral agreements between the Parties.
- 19.3 Obligation to Bargain Matters Not Covered by this Agreement. Except as provided in this Agreement or by applicable law, the University will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The University will satisfy its bargaining obligation regarding the impact of any decisions made by the University in the exercise of its lawful managerial rights which affect faculty wages, hours, and working conditions.
- 19.4 Headings. Headings and subheadings in this Agreement are included for ease of reference only. They do not provide full notice of the terms of any portion of this Agreement, and are not relevant to the interpretation of any provision of the Agreement.
- 19.5 Procedure for Ratification. Upon ratification by the UFE, the Agreement shall be submitted to the Board of Trustees for its approval. The Agreement shall take effect after ratification by the UFE and approval by the Board.

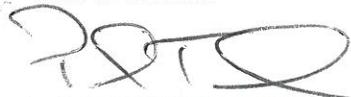
19.6 Savings Provision. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such court pending a final determination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

ARTICLE 20: DURATION

20.1 This Agreement shall take effect September 1, 2013, and shall remain in effect until August 31, 2016.

Effective this 1st day of September, 2013.

FOR EASTERN WASHINGTON UNIVERSITY

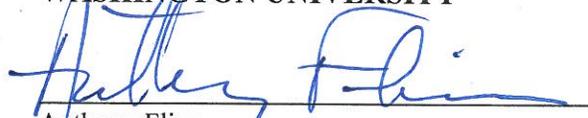


Paul Tanaka, Chair, Board of Trustees
Eastern Washington University



Dr. Rodolfo Arévalo, President
Eastern Washington University

FOR UNITED FACULTY OF EASTERN WASHINGTON UNIVERSITY



Anthony Flinn
President, United Faculty of Eastern Washington University



Michael Conlin
Vice President for Bargaining, United Faculty of Eastern Washington University (effective 7/1/13)



Suzanne Milton
Vice President for Bargaining, United Faculty of Eastern Washington University (through 6/30/13)



Gary McNeil
Chief Negotiator on behalf of United Faculty of Eastern Washington University
Higher Education Organizer, United Faculty of Washington State

APPENDIX A

Just Cause Guidelines

Just cause guidelines commonly used by arbitrators are as follows:

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

APPENDIX B

Intellectual Property Policy

POLICY 435-040 PATENTS, COPYRIGHTS AND ROYALTIES

435-040-010 Introduction

This policy/procedure applies to all university employees. For the purpose of this policy/procedure, “employee” is defined as any person receiving compensation from the university. The uncompensated activities of students in furtherance of their educations shall not be considered service that benefits the university within the meaning of this policy/procedure.

435-040-020 Scope of Policy/Procedure

This policy/procedure applies to intellectual property consisting of potentially patentable discoveries, trade secrets and copyrightable works which are developed using Eastern Washington University equipment, supplies, facilities, employee time, or trade secret information, or which relate directly to the university's business, research or development. The university will hold ownership in intellectual property when such property grows directly out of the business of the university or when the intellectual property results from work performed by the employee for the university.

435-040-030 Exclusions from Policy/Procedure

(1) The university does not claim ownership rights in intellectual property for which no equipment, supplies, facilities or trade secret information were used and which was developed entirely on the employee's own time and outside of their university commitments.

(2) The university does not claim ownership rights in intellectual property in the granting of professional leave or leave of absence initiated by a faculty or staff member. Professional leave or leave of absence does not create a university commission for intellectual property that may result, unless there is a prior written agreement so specifying. In the absence of such an agreement, the rights to intellectual property resulting from such leaves reside with the originator.

(3) The university does not claim ownership rights in intellectual property developed as a result of intramural funding under the Faculty Grants for Research and Creative Activity program. Acceptance of and compensation from a Faculty Grant does not create a university commission for intellectual property that may result, unless there is a prior written agreement so specifying. In the absence of such an agreement, the rights to intellectual property resulting from a Faculty Grant reside with the originator.

(4) The university does not claim ownership rights to “traditional academic works”. They are created independently and at the creator’s initiative for traditional academic purposes. Examples include class notes, books, theses and dissertations, educational software (also known as courseware or lessonware), articles, non-fiction, fiction, poems, musical works, dramatic

works including accompanying music, pantomimes and choreographic works, pictorial, graphic and sculptural works, scripts and screenplays or other works of artistic imagination that are not created as an institutional initiative.

435-040-040 Administration of this Policy

(1) Technology Manager (TM). The President shall designate an EWU administrator with the title and responsibilities of Technology Manager (TM) who is responsible for administering this policy.

(2) Intellectual Property Committee (IPC). Purpose. The IPC serves as an advisory committee to the president on all university patent and copyright matters.

IPC shall have the following powers and duties.

(a) To interpret and apply the Patent and Copyright Policy, in keeping with applicable state law and regulations.

(b) To evaluate inventions for patentability, scientific merit and economic feasibility, and where desirable to seek expert advice to assist it in making such determinations.

(c) To decide on the category into which an invention or original work falls for the purposes of determining who has or shares the equity therein.

(d) To determine the patent or related rights or equities of the University and other interested parties in an invention.

(e) To assign inventions to outside organizations for the evaluation and patenting.

(f) To license intellectual property to outside organizations under appropriate licenses for commercialization, open source licenses, such as the GNU General Public Licenses, or other types of agreements considered to be in the best interests of the University and public good.

(g) To release patent rights to the inventor in the absence of overriding obligations to outside sponsors of research, in cases where it is deemed equitable or appropriate to do so, subject to the written approval of the President or a person designated by the President.

(h) To submit its decisions on patent and copyright matters to the President of the University, or to a person designated by the President for such purposes.

(i) To provide assistance and advice to faculty and other research personnel concerning all aspects related to the patenting of inventions and the copyright in original works.

(j) To ensure an effective system of patent and copyright administration by means of an ongoing review of applicable policies and procedures and to make reports and recommendations to the President thereon.

- (k) To determine if the university has an interest.

All matters coming before the committee regarding specific property shall be held confidentially by all members of the committee.

Membership: The composition and tenure of the IPC shall be:

- (a) Four faculty including one member from the University Libraries with staggered five- to six-year terms, appointed by the university president, and with nominations submitted by the Eastern Washington University Academic Senate.

- (b) One graduate student for a one-year term, appointed by the Graduate Student Association.

- (c) One member of the Academic Deans, appointed by the president, to serve a two-year term; the Dean of Graduate and Undergraduate studies; the Executive Director of the Office of Grant and Research Development; the TM (if different from Dean of Graduate and Undergraduate Studies); and one representative from the Division of International and Educational Outreach.

- (d) The TM chairs the committee.

435-040-050 Patents

- (1) Technology Transfer Agencies (TTA). The TM shall maintain a listing of available Technology Transfer Agencies (TTAs).

- (2) Disclosure of Background Rights. For the protection of the employee's interests, each employee shall disclose to the Office of Academic Personnel, at the time of employment, all inventions or trade secrets developed or being developed by the employee, for the purpose of establishing his or her ownership rights to developments made prior to employment by the university.

- (3) Disclosure of Inventions developed during employment at EWU. In order to determine the rights of employees and the university, employees shall disclose all potentially patentable inventions and discoveries developed while employed at EWU to the IPC for review. This is accomplished by filing an Invention Disclosure Form with the Office of Grant and Research Development prior to disclosure of the potentially-patentable invention or discovery to a third party. Forms for filing an invention disclosure are available from the Office of Grant and Research Development. The university's process for evaluating an invention is shown in Exhibit A (EWU Invention Disclosure Decision Flow Chart) to this policy.

- (4) Sponsored Research. Under the federal patent and trademark legislation of 1980 (35 USC 200 et seq.), the university has the right of first refusal to title in inventions made in the performance of federal grants and contracts. The university will assert title to and attempt to license inventions made with federal government funds so that the congressional purpose of fostering the development of industry in the United States will be furthered.

Where research has been sponsored, ownership and licensing of inventions shall be negotiated between the sponsor and the university or its agent where appropriate. The proprietary rights of the university and of the university's employees shall be subject to the agreement between the sponsor and the university. The university will strive to protect the financial interests of all and ensure that the university retains the traditions of self-governance and academic freedom. The university, on behalf of its constituent colleges or departments, will not accept grants or enter into agreements for the support of instruction or research that confer upon an external party the power to censor, unduly delay or exercise veto power over either the content of instruction or the publication of research. Publication of research findings may be temporarily delayed by agreement for mutual benefit in order to protect invention rights or permit the research sponsor to review the proposed publication for the sole purpose of identifying proprietary information furnished by or belonging to the sponsor.

In multilateral situations, the university normally retains ownership of property developed under sponsorship agreements and will negotiate rights to license the property. Agreements between inventors and outside sponsors shall be considered for approval on a case-by-case basis.

Patentable inventions not subject to a sponsorship agreement or university ownership under the preceding paragraph may be determined by the IPC to be the employee's property. If the employee is determined as the owner, the university will, on demand from the employee, issue a written waiver of the university's rights.

The committee may determine that the employee is a partial owner of the intellectual property with the university in cases where it would be unfair to determine that the property is wholly owned by either the university or the employee. In such cases the committee shall establish percentages of respective ownership. If the committee deems it to be in the best interests of the university to release its rights to invention, it may do so. The committee may place conditions on the release including a lump sum payment, a portion of the royalties or other consideration to compensate for the use of facilities and materials.

(5) **Determination of Ownership.** The IPC will determine whether the potentially patentable property is owned by the university, by the employee, jointly by the university and the employee, or by an outside sponsor.

The procedure for determination of ownership shall be as follows.

The employee files a request for determination of ownership and provides documentation that supports his/her request. Within 90 days of full disclosure, the IPC shall determine ownership or request additional time. The employee will be notified of the decision of the committee within five days of the committee's determination. The employee shall have 30 days from the date of the mailing of the notice to appeal the committee's decision to the President or their designee. The decision on appeal shall be issued within 30 days of the filing of the appeal.

(6) **Duty to Assign and Cooperate.** After the determination by the IPC and exhaustion of the employee's right of internal appeal, the employee shall execute documents of assignment to convey to the university all of the employee's interest in the invention determined to be owned by the university and assist in obtaining, protecting and maintaining patent rights.

When discoveries are determined to be owned in part by the university and in part by the employee, the university and the employee may negotiate an agreement apportioning rights to the property. However, on failure of the parties to reach an agreement, the following provisions shall apply: The property shall be assigned to the designated TTA; its assignee and the royalties shall be divided between the university and the employee according to the committee's determination of the percentage of ownership. The portion of royalties due to the university shall be divided according to the section on royalties below. The portion of royalties due to the employee shall be distributed to the employee free of the provisions of this policy.

(7) **Publication and Disclosure to Third Parties.** Premature publication, public use or disclosure of an invention can sometimes jeopardize the rights of the employee, the university or its assignee to secure patent protection. Therefore, unless the IPC has issued a waiver of university rights, the employee agrees that there shall be no publicity or disclosure concerning the invention until patent applications have been filed. Once an invention is identified as potentially patentable, all publicity, public reports, interviews, news releases, speeches, public disclosures or public demonstrations of the invention shall have prior clearance in writing from the university or TM.

This section is not applicable to sponsorship agreements that impose different obligations on disclosure.

(8) **Management of Patents.** University patents shall be assigned to and managed by the university. Under certain conditions, a patent may be assigned to and managed by a designated TTA if it is determined that it is in the best interest of the university. The TM shall provide guidance regarding the use of a TTA

(9) **Royalties.** Net royalty income is defined as gross income from licensing fees and other compensation resulting from the marketing of intellectual property, less such costs as may be deducted by a TTA under its working contract or agreement with EWU.

Net royalty income shall be distributed according to the following schedule:

Cumulative Net Income	Inventor	Grant & Research Dev. or Division of Ed. Outreach	College/School
\$1-\$5,000	100%	0%	0%
Above \$5,001	1/3	1/3	1/3

In the case of multiple inventors, the cumulative net royalty income shall be distributed equally among them unless their initial disclosure specified an unequal distribution.

Royalty income allocated to inventors goes directly to them as personal income.

(New 9/90; Amended 9/93, UGS-93-014.

435-040-060 Copyrights

The purpose of this policy is to establish when the university owns all or part of a copyrightable creative, scholarly, or research work created by an employee.

435-040-070 University-Commissioned Materials

(1) University-commissioned materials. University-commissioned materials consist of those that result from a specific sponsorship by the university. The university shall own copyrightable works as follows:

(a) Works expressly commissioned through written contract with the university. Such works are frequently referred to as “works made for hire” in legal documents. The term “commissioned work” is used in this policy to describe a copyrightable work prepared under a written agreement between the university and the creator when (i) the creator is not a university employee or (ii) the creator is a university employee but the work to be performed and any associated compensation falls outside the normal scope of the creator’s university employment. Contracts for commissioned work will specify that the work is a “work-made-for-hire.” As a work-made-for-hire, the University for which the work was prepared is the author and owner, unless the contract contains written language to the contrary.

(b) Production Under a Grant. In the case of production of materials under a grant administered by the university, the assignment of right and royalties shall be accomplished in accord with the terms of the grant. If the sponsor makes no provision for the division or assignment of rights and royalties, then this is a university commissioned material. (Formerly BL 401.72.45)

(c) Works created pursuant to the terms of a university agreement with an external party.

(d) Works created as a specific requirement of employment or assignment with the university that may be specified, for example, in a written job description or an employment agreement in units that include, but are not limited to, University Graphics, the MARS Lab, University Relations, and the Division of Educational Outreach. Such specification may define the full scope or content of the employee’s university employment duties comprehensively or may be limited to the terms applicable to a single copyrightable work. Absent such prior written specification, ownership will vest with the University in those cases where the university provides the motivation for the preparation of the work, the topic or content of which is determined by the creator’s employment duties and/or when the work is prepared at the university’s expense.

(e) Works that are also patentable. The university reserves the right to pursue multiple forms of legal protection concomitantly, if available. Computer software, for example, can be protected by copyright, patent, trade secret, and trademark.

(f) On-line courses initiated by the university except for background rights that are disclosed prior to development.

435-040-080 Types of Copyrightable Materials

The following materials are subject to copyright and, when commissioned by the university, are subject to the scope and provisions of this policy:

(1) Books, articles, texts, bibliographies, study guides, manuals, syllabi, theses and dissertations, and similar printed materials.

(2) University sponsored or assisted periodicals.

(3) Unpublished lectures, musical or dramatic compositions and scripts or screenplays.

(4) Maps and similar representations.

(5) Photographs, drawings, art reproductions and other works of art, or scientific or technical illustrations.

(6) Films, filmstrips, charts, transparencies and other visual aids.

(7) Video and audio recordings and cassettes.

(8) Live video or audio broadcasts.

(9) Programmed instruction materials.

(10) Computer programs.

(11) Online learning objects, computer –aided instruction materials, and websites.

(12) Other materials that may become copyrightable under the revisions of the copyright law.

(Formerly BL 401.72.11) For more detailed descriptions, see the various brochures issued by the Copyright Office of the Library of Congress.

435-040-090 Originating Person(s)

If more than one person is involved in the development or production of materials covered in these policy statements, it shall be the responsibility of the individuals and not of the

university to determine their share of proportion of rights and obligations in agreements or policy administration.

435-040-100 University Uses of Traditional Academic Works

(1) **Royalties and Copyrights.** For academic works, the rights to royalties and copyrights shall reside with the originating faculty or staff member for the purposes of any net income that subsequently may be derived from the materials, but the university shall retain the right to use of such materials in its own programs or in any cooperative educational programs in which it is engaged. Should any net dollar income accrue from use of this material by the university in a cooperative program, such income shall revert to the originating faculty or staff member. (Formerly BL 401.72.21)

(3) **Sales of Materials Published or Duplicated.** Materials published or duplicated at university expense may not be sold to students registered in university programs, except on a basis of recovering the actual cost of production and through procedures approved by the university. (Formerly BL 401.72.22)

(4) **University Rights In Traditional Academic Works.** Traditional academic copyrightable works created with the use of university resources over and above those usually and customarily provided shall be owned by the creators but licensed to the university. The minimum terms of such license shall grant the university the right to use the original work in its internally administered programs of teaching research, and public service on a perpetual, royalty-free, non-exclusive basis. The university may retain more than the minimum license rights when justified by the circumstances of development.

435-040-110 University Uses of Certain Copyrightable Materials

Ownership and use of films, videotapes, transparencies, audiotapes, computer assisted instruction programs and similar educational materials should be in accord with the following guidelines.

(1) When university materials are employed, the university retains physical ownership and rights for use of the materials in its educational and administrative programs, so long as no revenue in excess of the cost of production of the materials is realized by the university through such use, or no agreement to the contrary has been made with the originator.

(2) The originator may request revision or withdrawal of materials on the basis that its substantive content is in error or outdated and, therefore, is educationally invalid. The administering officer shall provide the originator an opportunity for revisions of the material if, in the administering officer's judgment, full withdrawal from use is not required for educational validity. The university may withdraw university commissioned materials from use at any time, even though rights and royalties may be shared with the originator.

Any loaning, copying, transcribing or other use of copyrightable materials should always be accomplished in a manner that protects the rights and interests of the originators, and charges should be made and income shared when appropriate to do so. In order to accomplish this objective, the university will not permit any copying, transcribing or other use of copyrightable materials unless the user executes an agreement with the university that accords the originator(s) all revenues the user receives, for its use of such university copyrightable materials, to the extent that such revenues exceed the cost of such use. Copyrightable materials produced in university facilities which are loaned or otherwise made available for use shall be accompanied by a protective statement indicating that all rights are reserved and written permission must be obtained to duplicate the work in part or in its entirety. (Formerly BL 401.72.50)

435-040-120 Student Work

Copyrightable works prepared by students as part of the requirements for a university degree are deemed to be the property of the student unless 435-040-070 applies and are subject to the following provisions:

- (1) The original data (including software) of an investigation for a graduate thesis or dissertation are the property of the student but the student's major department may retain copies.
- (2) The university shall have, as a condition of the degree award, the royalty-free right to retain, use and distribute a limited number of copies of the thesis, together with the right to require its publication for archival use.
- (3) A Student may use a faculty member's material or data only with the written permission of the faculty member.

435-040-130 Use of University Facilities to Produce Salable Materials

It is not the intention of the university to compete with private enterprise. Use of university facilities to produce salable materials should have a clearly discernible educational purpose or benefit related to the university's announced programs. (Formerly BL 401.72.60)

- (1) Commercial Means. Members of the university community who intend to produce materials for commercial purposes shall contract with a private publisher, manufacturer or distributor for such services whenever practical. (Formerly BL 401.72.61)

435-040-140 Non University Individuals and Groups

Non-university artists, performers or other individuals or groups making use of university facilities for the purpose of producing commercially salable materials, shall be charged a fee comparable to that which they would encounter in similar, commercially provided services. Unless there is a written agreement to the contrary, all rights and royalties shall be sought by, and accrue to, the outside artist, performer, individual or group. The university assumes no obligation to seek copyright protection or secure royalties in such cases. The assignment of rights and the division of royalties shall be in accord with the standard practices of the non-university user's profession or industry. (Formerly BL 401.72.62)

435-040-150 Disposition

The president or his/her designee has final responsibility for the determination of the disposition of university copyrights. The president or designee may direct any university copyright be (a) retained and used for and by the university, or (b) released to the originator, or (c) released to an involved sponsor, or (d) related jointly to a sponsor and originator.

University-owned works should be protected by copyright notice in the name of Eastern Washington University. Such copyright notice should be composed and affixed in accordance with the United States Copyright Law.

435-040-160 Copyright Revenues

The university may pursue the generation of revenue from university owned copyrights. Revenue sharing and distribution shall be governed by section (9) Royalties of 435-040-050 of this policy.

435-040-170 Originator Obligation

The originator(s) of a university-owned copyright is obligated to produce all information and submittals necessary for registrations and the defense of the copyright, and all examples of the work.

435-040-180 Compliance with the Copyright Act

University units that administer activities involving any usage regulated by the Copyright Act are responsible for knowing applicable regulations, monitoring their continuing evolution, and conducting programs in full compliance with applicable laws and regulations. All university faculty, staff, and students will comply with federal law, regulations and guidelines and university guidelines for use of copyrighted materials. The university will notify faculty, staff and students of the uses permitted by the TEACH Act and the Guidelines on Educational Uses of Copyrighted Works.

435-040-190 Trademarks

A trademark is a specific name, term, logo, design or symbol that is used to identify the source, product, producer, or distributor of goods or services.

(1) Ownership. The university shall own all trademarks associated with the university, its name, its activities, and its slogans.

(2) Disposition. The university shall register and manage the use and application of its trademarks.

(3) Protection and Promotion. The university or its designated agent shall assume full responsibility for the protection and promotion of university trademarks. Consult the Communications office for use of trademarks.

APPENDIX C

Statement of Academic Freedom and Tenure, 1940 Statement of Principles

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

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

4. Academic Tenure.

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

5. Interpretations.

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

APPENDIX D

Statement of Professional Ethics as adopted by the AAUP June 1987

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

APPENDIX E

Agreement Regarding Modes of Instruction

A. Introduction

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

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

B. Modes of Instruction

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

General Description:

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

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

General Description:

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

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

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

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

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

- (1) When sections of a certain group of courses satisfying general educational requirements have low enrollments, the whole class of offering should be reviewed and a scheme for reducing the number of sections should be devised. When courses essential for progress in a major field of study have low enrollments, the dean and department chair should verify that sufficient alternative courses are offered for normal progress and that surplus offerings are scrupulously avoided. When section enrollments tend to press upper class size range, the number of sections should be increased.
- (2) The unit dean, in cooperation with the appropriate department chair, remains responsible for making decisions which reconcile the divergent demands of quality standards, student needs and cost efficiency.
- (3) The major and minor programs which are essential to the integrity of a liberal arts institution must not be subject to cancellation or suspension due to low enrollments. In addition to assuring major and minor programs, the application of standards for minimum class sizes should be sufficiently lenient to encourage variety in the offerings which satisfy general educational requirements, to permit departments to offer courses which are needed to complement the major programs of students in other departments, and to enable innovations and experimentation.

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

APPENDIX F

Definitions

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

Assistant Professor – Defined in Section 4.1.

Associate Professor – Defined in 4.2.

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

Faculty in Residence – Defined in Section 4.6.3.

Full Professor – Defined in Section 4.3.

Grievance – Defined in Section 12.2.

Lecturer/Library/Clinical Associate – Defined in Section 4.6.1.

Overload Teaching – Defined in Section 7.7.7.

Quarterly Faculty – Defined in Section 4.7.

Reduction in Force (including the concepts of “layoff,” “recall” and “seniority”) – Described in Article 14.

Senior Lecturer/Senior Library/Senior Clinical Associate – Defined in Section 4.6.2.

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

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

4812-4545-3332, v. 1