

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**Western Washington University
and
United Faculty of Western Washington University**

**JUNE 13, 2008 THROUGH SEPTEMBER 15, 2011
As amended and ratified October 9, 2009**

Section		
	Preamble	1
1	Recognition and Bargaining Unit	1
2	Academic Freedom	1
3	Faculty Senate	2
4	Partnership	2
5	Management Rights	2
6	Union Rights	3
7	Tenured-Tenure Track Appointments	5
8	Non-tenure-track faculty	15
9	Workload	18
10	Paid Professional Leaves	20
11	Leaves of Absence	23
12	Professional Conduct and Conflict of Interest	30
13	Discrimination and Harassment Prohibited	32
14	Workplace Violence	33
15	Intellectual Property	33
16	Department Chairs	33
17	Academic Program Directors	34
18	Disciplinary Action/Discharge	35
19	Appeal Procedure in Suspension and Discharge	36
20	Grievance and Complaint Procedures	37
21	Reduction in Force	41
22	Compensation	44
23	Retirement	47
24	Faculty Files	48
25	Miscellaneous	49
26	Duration of Agreement	49
MOU	Recognition	50
Appendix I	Patent and Copyright Policy	51

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PREAMBLE

This Agreement is between the Board of Trustees of Western Washington University, the employer, hereinafter referred to as the “University” and the United Faculty of Western Washington/UFWW, hereinafter referred to as the “Union” in support of the University’s mission of Engaged Excellence.

SECTION 1 RECOGNITION AND BARGAINING UNIT

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

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

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

SECTION 2 ACADEMIC FREEDOM

2.1 The University and the Union agree that academic freedom is essential to the mission of the university and that providing an environment of free and honest inquiry is essential to its functioning.

2.2 Faculty members are entitled to full freedom in research and in the publication of the results.

2.3 Faculty members are entitled to freedom in the classroom in discussing their subject, but they should be careful not to persistently intrude material into their teaching which has no relation to their subject. Faculty members are responsible for maintaining high professional standards of scholarship and instruction in their fields. Therefore, faculty members shall adhere to legal and ethical standards and procedures. The commitment to academic freedom does not imply that a faculty member’s teaching and scholarship are not subject to critical review and judgment as to their quality and significance.

- 2.4 Faculty members are citizens, members of a learned profession, and officers of an educational institution. When they speak and write as citizens, they should be free from institutional censorship or discipline. As scholars and educational officers in the community, they should remember that the public may judge their profession and their institution by their utterances. Hence they should be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

SECTION 3 FACULTY SENATE

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

SECTION 4 PARTNERSHIP

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

SECTION 5 MANAGEMENT RIGHTS

- 5.1 Unless specifically and expressly limited by the terms of this Agreement, the University retains all the customary and usual rights, decision making, management prerogatives, functions and authority connected with or in any way incidental to its responsibility to provide overall leadership toward achieving all aspects of the University's strategic directions and to manage the University or any part of it.
- 5.2 Unless otherwise expressly restricted by a specific provision of this Agreement, the University has the sole and exclusive right, in its discretion, to exercise the following rights, which are not meant to limit the provisions of 5.1:
- A. Determine institutional quality standards in order to achieve the University's mission and strategic goals.
 - B. Control and manage operations and supervise and direct the work force.
 - C. Determine academic programs to be offered, how and when courses shall be scheduled and delivered to achieve strategic goals.
 - D. Determine, control and regulate operation of equipment, technology, facilities, physical plant and grounds, location of operations, closing of existing locations, and the relocation of work to achieve strategic goals.
 - E. Plan, establish, modify, reorganize, create, merge or eliminate programs, departments and courses of instruction.
 - F. Determine duties and responsibilities of bargaining unit members, standards of performance evaluation, assignments, responsibilities to be performed, scheduling of those responsibilities, persons employed, promotion, transfer, non-appointment, non-renewal or reassignment.
 - G. Determine the number, composition and type of academic and non-academic staff.
 - H. Control and direct expenditures from its funds and allocate resources.
 - I. Develop, interpret, amend and enforce written policies and procedures governing the work force that do not conflict with specific provisions of this Agreement.
 - J. Enter into contracts, cooperative arrangements, articulation agreements or other agreements with other educational institutions for the purpose of providing educational services to its students.
 - K. Discipline and terminate bargaining unit members in accordance with the process in this Agreement.
 - L. Adopt, revise and delete provisions of the Faculty Handbook.

SECTION 6 UNION RIGHTS

- 6.1 The University will provide to the Union a roster of all bargaining unit members by college for the fall, winter, spring and summer quarters within 15 business days from the beginning of each quarter.
- 6.2 The Union may use University facilities on a space available basis for the purpose of holding local Union meetings and conducting local Union business, subject to University policies and procedures and payment of charges for use of the facilities, if any.
- 6.3 The Union may lease office space on campus, including charges for a telephone/fax line and use, for the duration of this agreement, to conduct local Union business. The University will determine the reasonable amount the Union will pay for the space. The request shall be pursuant to the University's facilities use policies and procedures.
- 6.4 Local Union officers may make de minimis use of University campus mail, fax machines, and the internet for the purpose of administering this Agreement. The Union may use copiers to copy materials needed for the administration of this Agreement provided that the Union complies with the payment policies that apply to other outside groups.
- 6.5 The Union may purchase up to a 50% reduction in appointment for the Local Union President. Such purchase shall include an amount to continue benefits for the Local Union President. The University will determine the reasonable amount to charge the Union for this reduction in appointment and will bill the Union. The Union shall reimburse the University within 15 days of receipt of the bill.
- 6.6 In the interest of promoting sustainable practices, the University will post a copy of this Agreement on the Human Resources website. The University will provide copies of the contract to individuals charged with administering the contract.
- 6.7 With prior approval from the Provost, Union officers may be allowed time off to attend Union sponsored meetings, provided the time off does not interfere with University operating needs and does not unduly disrupt the officers' assigned duties. Expenses incurred will not be reimbursable by the University.
- 6.8 The Union shall be furnished a copy of the agenda and other public information assembled for the regular and special meetings of the Board of Trustees. These materials shall be provided at the same time they are provided to the public. The Board of Trustees Rules of Operation apply to participation in Board meetings.
- 6.9 The University will provide space on existing bulletin boards in each major academic building for the posting of official notices of the Union regarding Union meetings or elections. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with the State's ethics laws, and be signed and dated by a duly authorized representative of the Union. The University may remove any posting after 45 days.
- 6.10 Payroll Deduction
 - 6.10.1 The Union shall have the right to have deducted from the salary of its members an amount equal to the fees and dues required for Union

membership. Dues deductions shall begin upon written authorization by the faculty member. At the beginning of the Fall Quarter, but not later than September 15th, the Union shall provide written notice to the payroll office of the Union's dues for each level of membership for that academic year. Dues deductions shall be made in equal installments throughout the academic year, with deductions beginning with the first payroll immediately following timely submission of the deduction authorization.

- 6.10.2 Once a faculty member on a non-tenure-track contract has had deductions taken, any deductions in subsequent quarters shall automatically begin with the first pay period.
 - 6.10.3 Deductions shall remain in effect until such time as the individual faculty member is no longer an employee of the University, or until revoked by written authorization by the individual faculty member.
 - 6.10.4 Dues deducted shall be remitted to the designated Union representative not later than ten (10) working days of the issuance of the payroll checks, along with a complete list of enrolled members and the amount deducted.
 - 6.10.5 The Union will indemnify and hold the University harmless against any liability which may arise by reason of any action taken by the University to comply with the provisions of this article, including reimbursement for any legal fees or expenses incurred in connection with such action.
- 6.11 Union service will be evaluated in accordance with departmental standards for evaluation under Section 7.5.

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

The parties recognize the vital role that tenured and tenure track faculty play in the academic life of the university and share a commitment to maximizing the role of tenured and tenure track faculty in teaching at the university. Consistent with departmental needs and university resources, the University will give strong consideration to adding tenure track positions when adding faculty.

7.1 Definition

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

7.2 Appointments and Rank

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

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

7.2.1.1.1 Assistant Professor

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

7.2.1.1.2 Associate Professor

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

7.2.2 Tenured Appointments

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

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

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

7.2.3 Opportunity Appointments

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

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

7.3 Letters of Offer

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

7.3.2 The letter of offer shall include: the departmental assignment to be filled, academic rank, salary, expectations with respect to the completion of

advanced degrees in relation to rank and tenure, reference to the Collective Bargaining Agreement and the Faculty Handbook, and any other accommodations negotiated by the candidate.

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

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

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

7.5 Departmental Standards for Evaluation

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

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

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

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

7.5.5 Department standards are reviewed by a college committee, the dean and the Provost for compliance with relevant college and university standards and procedures.

7.5.6 All new faculty shall be given the department and college evaluation plan by the time they begin service at the university.

7.5.7 In the period between the time this Agreement is ratified and the time that departments complete their departmental standards, the appropriate college evaluation plan shall be the governing standards. A department may adopt the college evaluation plan as the departmental evaluation plan.

7.6 Evaluation of Probationary Faculty

7.6.1 All probationary faculty are reviewed annually until tenure is granted or the faculty member is not reappointed. The annual review shall be

completed by March 1. Under no circumstances is an evaluation of a faculty member undertaken without that individual's knowledge.

7.6.2 Within the academic unit evaluation consists of the following:

7.6.2.1 In the first year of appointment:

7.6.2.1.1 The faculty member shall meet with the department chair (or dean in colleges without separate departments) to discuss any first-year goals specified in the letter of offer (such as the completion of a terminal degree).

7.6.2.1.2 The faculty member and the chair may also discuss any activities that meet departmental standards in the areas of teaching, scholarship/creative activity, and service and demonstrate the candidate's progress toward departmental standards for tenure.

7.6.2.1.3 The chair (or dean) shall summarize the results of the meeting and shall provide an assessment of the faculty member in a letter of review to the dean (or Provost). The chair shall share the letter with the candidate prior to submission to the next level. The candidate shall be permitted five working days to submit a response addressing any errors of fact.

7.6.2.1.4 The dean (or Provost) shall review the letter to verify compliance with department and college standards. A copy of the final letter shall be provided to the faculty member and the Provost by March 15.

7.6.2.2 For all other years prior to application for tenure:

7.6.2.2.1 Unless they are on leave, all tenured members of the department must participate in a review of the probationary faculty. Other probationary members are invited but not required to participate.

7.6.2.2.2 The candidate shall submit a file with all of the materials described in section 7.7.2.1. The file shall demonstrate progress toward tenure as defined in the departmental standards since the original appointment.

7.6.2.2.3 Tenured faculty shall evaluate the file and submit a recommendation using the forms provided for tenure and promotion in the departmental or college standards.

7.6.2.2.4 The chair shall summarize individual written faculty evaluations and recommendations for or against renewal. The chair's letter to the dean (or Provost) shall include a complete and substantial assessment of the candidate's file and recommend for or against renewal in a letter to the dean. If disparities exist among the

individual written faculty evaluations, the chair must include an assessment of the basis of these disparities.

7.6.2.2.5 The chair shall share the letter with the faculty member prior to submission to the next level. The candidate shall be permitted five working days to submit a response addressing any errors of fact.

7.6.2.2.6 The dean (or Provost) shall review the letter to verify compliance with departmental and college standards and procedures. A copy of the final letter shall be provided to the faculty member and the Provost by March 15.

7.6.2.2.7 In instances when serious deficiencies arise that could lead to future non-reappointment, the review letter must explain the following: the specific deficiencies, measurements to determine whether they have been remedied, and the time frame allowed for correction.

7.6.3 Conditions for Termination / Non-Renewal of Probationary Appointment

7.6.3.1 The only circumstances under which a probationary appointment may be terminated during a one-year contract are:

7.6.3.1.1 Dismissal as provided in Section 18.

7.6.3.1.2 Reduction in force as provided in Section 21.

7.6.3.1.3 Inability to perform responsibilities due to disability, in accordance with appropriate federal and state laws.

7.6.3.1.4 Resignation.

7.6.3.2 Non-renewal at the expiration of any term may occur only in circumstances where the faculty member fails to make satisfactory progress towards tenure in the period between reviews by not satisfactorily addressing serious deficiencies as outlined in the review process of Section 7.6.2.2.7. When an appointment is not renewed, written notice of non-renewal shall be provided to the faculty member by the Provost's Office by March 15.

7.7 Tenure and Promotion

7.7.1 Eligibility for tenure

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

7.7.1.1.1 Scholarly leaves of absence of one year or less, except for work on an advanced degree, count as part of the probationary period, unless the individual and the

President or the President's designee agree in writing to an exception to this provision at the time the leave is granted.

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

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

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

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

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

7.7.2 Procedure for Tenure and Promotion

7.7.2.1 Candidates shall submit a complete application file to the department chair. This file is compiled by the faculty member and should include an updated curriculum vita, previous annual evaluations, and departmental standards. Except in unusual circumstances, the teaching portfolio must include student teaching evaluations for all courses taught. Not later than the sixth week of each quarter, the office of the dean shall remind all faculty in the unit to request teaching evaluations. The teaching portfolio may include a pedagogical philosophy, syllabi and other relevant teaching materials for all courses taught during the period under review, and peer teaching evaluations by faculty colleagues. The supporting evidence for research/creative activity may include samples of completed work as well as the specific status of any work in progress. In appropriate cases files may include materials from previous academic positions or other relevant experience. Supporting documentation from outside sources may also be included when available. Service in the department, college, university, community, and profession may also be documented.

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

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

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

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

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

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

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

7.7.3 Appeal of a Negative Tenure Recommendation

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

7.7.3.2 If the department chair recommends against tenure for a probationary faculty member, the candidate has the right to appeal to the dean. This appeal must be lodged within 15 working days of receipt of the chair's recommendation. The appeal must be in writing, stating the reasons why the candidate believes the decision

is incorrect. The appeal will accompany the candidate's file along with the individual letters from department colleagues and the chair's letter to the college tenure and promotion committee and the dean.

7.7.3.3 The dean shall seek the advice of the tenure and promotion committee, which shall review the materials and the candidate's appeal and prepare a written report of its evaluation, including a record of its vote. A copy of the tenure and promotion committee's report shall be sent to the dean, the candidate and the chair. The dean will review all the materials and prepare a written report with a recommendation and a justification, a copy of which shall be sent to the candidate and the chair. The dean has 15 working days after receipt of the appeal in which to respond with his/her report.

7.7.3.3.1 If the dean overturns the chair's recommendation and recommends for tenure and promotion, all materials will be forwarded to the Provost for review with an affirmative recommendation.

7.7.3.3.2 If the dean recommends against tenure and promotion, the candidate has the right to appeal to the Provost. This appeal must be lodged within 15 working days of receipt of the dean's recommendation and must be in writing, stating the reasons why the candidate believes the decision is incorrect. The appeal will accompany the candidate's file along with the individual letters from department colleagues, the chair's letter, and the dean's letter to the Provost.

7.7.3.4 The Provost must respond in writing to the appeal within 15 working days after receipt of the appeal. The Provost shall prepare a written report with a recommendation and a justification, copies of which shall be given to the candidate, the dean, and the chair.

7.7.3.4.1 If the Provost overturns the dean's recommendation and favors tenure and promotion, all the materials will be forwarded to the President for review with an affirmative recommendation.

7.7.3.4.2 If the Provost recommends against tenure and promotion, the candidate has the right to appeal to the President. This appeal must be lodged within 15 working days of receipt of the Provost's recommendation and must be in writing, stating the reasons why the candidate believes the decision is incorrect. The appeal will accompany the candidate's file along with the individual letters from department colleagues, the chair's letter, the dean's letter, and the Provost's letter to the President.

7.7.3.5 The President must respond in writing to the appeal within 15 working days of receipt of the appeal. The President will prepare a

written report with a decision and a justification, copies of which will be provided to the candidate, the chair, the dean, and the Provost. The President must inform the candidate of the decision no later than May 15.

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

7.7.3.7 The Board of Trustees' decision shall be final.

7.7.4 Tenure evaluation outcomes

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

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

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

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

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

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

7.7.5 Process for Promotion to Professor

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

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

7.7.5.3 The procedure for review of promotion files follows Sections 7.7.2 through 7.7.2.5. Then, all candidate's materials submitted to the Provost, the Provost's recommendation and any response letter from the candidate shall be forwarded to the President. The

President shall review the evidence and prepare a written decision including justification and shall inform the candidate of the decision by June 15.

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

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

7.8 Post Tenure Review

7.8.1 Tenured faculty shall be reviewed every five years starting with their most recent promotion, unless more frequent reviews are required for accreditation. In cases of clear intention of retirement, faculty may choose not to be reviewed in the last year of service.

7.8.2 Faculty shall be evaluated based on departmental standards for their rank. These departmental standards shall provide for flexibility to allow for fluctuations in the relative emphasis on teaching, scholarship or creative activity, and service across the career life cycle of the individual faculty member. Faculty shall compile an evaluation file with all relevant evidence since their previous review or promotion.

7.8.3 Under no circumstances is a faculty member reviewed without that individual's knowledge. Faculty members who choose not to be reviewed fail the review.

7.8.4 The review takes place during spring quarter and follows the same process as that for tenure and promotion (Sections 7.7.2.1 through 7.7.2.3) except that the college convenes a review committee. Upon receipt of the committee's recommendation, the dean shall review the candidate's file and make a final evaluation. A copy of the evaluation will be sent to the candidate and the department chair.

7.8.5 The faculty member's performance shall be judged as unsatisfactory, satisfactory, or superior in the areas of teaching, scholarship/creative endeavor, and service.

7.8.6 The performance of a faculty member must be at least satisfactory in each of the three areas: teaching, scholarship or creative activity, and service to the institution and profession. Faculty receiving an unsatisfactory final evaluation in any area will be deemed to have failed the review.

7.8.7 A faculty member who receives an unsatisfactory final evaluation in any area will construct a plan to address the deficiency and will be evaluated again the next year.

7.8.8 Failure to achieve a satisfactory final evaluation for teaching in two consecutive reviews may result in action under Section 18 of this agreement.

SECTION 8 NON-TENURE-TRACK FACULTY

8.1 Appointments

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

8.2 Non-tenure-track Faculty Titles

- 8.2.1 Instructor. Faculty employed for a non-tenure-track position outside the structure of tenure.
- 8.2.2 Senior Instructor. An instructor who has taught a minimum of five separate academic years at 0.5 annual FTE or more at the University with satisfactory evaluations in each of those five years shall be appointed Senior Instructor effective the following September. The 0.5 annual FTE is based upon a nine-month appointment at the University and on the teaching of credit bearing and/or degree applicable courses. Summer Session FTE may be included in the calculation of 0.5 annual FTE. Appointment to Senior Instructor shall not result in additional duties without compensation beyond the Senior Instructor salary increase.

- 8.2.3 Affiliated faculty. Non-tenure-track faculty employed to provide supervision of practica, internships and student teaching; and non-tenure-track faculty employed only to provide individualized music lessons.
- 8.2.4 Visiting Faculty. An individual may be appointed as Visiting Assistant Professor, Visiting Associate Professor, or Visiting Professor, provided the individual qualifies for the rank and the appointment is for a designated term.
- 8.3 Evaluation of non-tenure-track faculty
 - 8.3.1 Non-tenure-track faculty shall be evaluated by the department chair in a manner established by the departmental evaluation plan and on the basis of expectations and duties defined in the Letter of Offer. The evaluation will include student evaluations of all courses taught, except in unusual circumstances. The department chair may consult with the tenured and tenure-track faculty of the department if deemed appropriate by the chair or the faculty member. The department chair shall summarize the results of his/her evaluation in a letter. The faculty member shall receive a copy of this letter and have the opportunity to respond before it is submitted to the dean. The dean will review the letter to verify compliance with departmental and college standards. A copy of the dean's letter shall be provided to the faculty member, the department chair, and the Provost.
 - 8.3.2 Under no circumstances shall a performance evaluation of a faculty member be undertaken without the faculty member's knowledge.
 - 8.3.3 Senior Instructors shall be evaluated once during the period of their appointment. All other non-tenure-track faculty shall be evaluated annually.
- 8.4 Termination
 - 8.4.1 Termination of Non-tenure-track faculty during their contract term may occur due to:
 - 8.4.1.1 Dismissal as provided in Section 18.
 - 8.4.1.2 Reduction in force as provided in Section 21.
 - 8.4.1.3 Inability to perform responsibilities as defined in the Letter of Offer.
 - 8.4.1.4 Disability, in accordance with appropriate federal and state laws.
 - 8.4.1.5 Resignation.
- 8.5 Non-Renewal
 - 8.5.1 Senior Instructors with multi-year contracts shall be given notice of non-renewal by March 15 of the final year of the appointment. Failure to provide notice will result in a terminal one-year contract.
 - 8.5.2 Non-renewal is not grievable.

8.6 Working Conditions

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

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

SECTION 9 WORK LOAD

9.1 Responsibilities

9.1.1 Tenured and tenure-track faculty members' job responsibilities include a combination of teaching, advising, research or creative endeavors, and service to departments, colleges, the university, the professions, and the community. Additional responsibilities of tenured and tenure-track faculty include: advising students; attending classes as scheduled; participating in university committees; maintaining reasonable posted office hours; working collaboratively and productively with colleagues; participating in accreditation and program reviews. Distribution of workload among the job responsibilities may vary. Standards for the quality of teaching as well as standards for the quantity and quality of research and service are determined in departmental and college evaluation plans, and then used in the appropriate evaluation, tenure and promotion process.

9.1.2 Library faculty responsibilities include librarianship, scholarship and service. Librarianship includes: reference and instructional services; collection development; bibliographic organization and control of collection; information system design and implementation; and library management. Additional responsibilities of library faculty include: participating in university committees; maintaining reasonable posted office hours; working collaboratively and productively with colleagues; participating in accreditation and program reviews. Distribution of workload among the responsibilities may vary. Standards for the quality of librarianship as well as standards for the quantity and quality of scholarship and service are determined in the library evaluation plans, and then used in the appropriate evaluation, tenure and promotion process.

9.1.3 Non-tenure-track faculty responsibilities are defined in the Letter of Offer and normally consist primarily of teaching.

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

- 9.2.1 The parties agree to continue stable teaching load practices for faculty that maintain the historic departmental levels of teaching or librarianship constituting one FTE workload in each college. Deans will continue to have discretion over allocating resources across departments within the college. The current collaboration between the dean and the department chairs will continue. Department chairs shall continue to have the flexibility to make changes in individual workload among faculty members due to programmatic, curricular and student needs.
 - 9.2.2 The dean of the college will determine, in consultation with the chairs, the courses and sections to be offered and the allocation of faculty teaching workload across faculty in the department, within the resources available.
 - 9.2.3 In collaboration with the dean, each department shall develop a policy to determine the distribution of the departmental teaching load among its members. In determining the teaching workload of faculty members, departments will develop measures for the effort involved in teaching courses of different types and sizes and with different meeting schedules, and measures for the effort involved in other tasks (such as labs, studio classes, supervision of student projects, theses or performances, and the coordination of group activities or multiple sections). The same criteria shall apply to all faculty members in the department. The departmental policies must be approved by the dean and the Provost.
 - 9.2.4 With approval of the dean and Provost, tenure-track and tenured faculty may be permitted to buy out teaching workload (e.g. through grant-funded activities), provided that the overall teaching, scholarship, and service needs of the unit, as determined by departmental policy, and approved by the dean, can otherwise be met.
 - 9.2.5 The teaching assignments of the current tenured and tenure-track faculty members in the department shall be determined by May of the previous academic year.
 - 9.2.6 The department chair shall be responsible for implementing departmental policy for the distribution of teaching load according to faculty qualifications and the curricular needs of the department and the University.
- 9.3 Library Faculty Workload
- 9.3.1 The underlying principles for establishing workload for tenured and tenure-track library faculty are to meet program requirements effectively and efficiently and to support the teaching/learning environment. Non-tenure-track responsibilities are defined in the Letter of Offer and normally consist primarily of librarianship.
 - 9.3.2 In collaboration with the Dean of the Library, each department develops a policy to determine the distribution of the departmental librarianship load among its members. In order to provide an opportunity for promotion, such distribution must include appropriate time for scholarship of not less than four hours per month. The departmental policies must be approved by the Dean and the Provost.

9.4 Grievance

Disputes regarding the application of Section 9.2.1 are subject to the grievance process specified in Section 20.

SECTION 10 PAID PROFESSIONAL LEAVES

10.1 Paid Professional Leaves

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

10.2 Eligibility

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

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

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

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

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

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

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

than three quarters of leave (of any type) may be counted toward eligibility for professional leave.

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

10.3 Professional Leave Benefits

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

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

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

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

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

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

10.3.4 Disagreement over professional leave decisions regarding the merit of the proposal are not subject to the grievance procedure (Section 20).

10.4 Reports

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

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

10.5 Application Procedure

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

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

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

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

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

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

10.6 Review Procedure

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

- Academic or scholarly significance;
- Soundness of design, procedure, or operational plan, including clear objectives and timeline;
- Relationship of planned activity to individual's area of study and professional development;
- Expected outcomes and benefits, including dissemination of results;
- Evaluation of applicant's ability to achieve the proposed goals;
- Value of the project in terms of academic benefits to the institution upon the applicant's return from the leave.

10.6.2 The dean of each college, in cooperation with the appropriate chairperson(s), shall evaluate all applications from the college. The deans of the colleges may implement additional review procedures at the college level consistent with the policies of the respective colleges. The merits of the application and the expected benefits to the individual, department, and the university shall be assessed using the criteria in 10.6.1.

10.6.3 The deans shall forward all applications with their recommendations to the Provost by November 15. The Provost, advised by a faculty committee composed of six members, shall submit the final recommendations to the President regarding the professional leave awards. The faculty committee shall be selected by the Provost from among those faculty members who have returned from professional leave within the previous three years. As far as possible, committee membership shall include faculty representing the different disciplines, though it is not the intent that each college shall regularly have a representative on the committee. The committee members serve three-year terms, two members of the committee being replaced each year. The Provost shall notify the applicants and their chairpersons and deans of the recommendations and provide them a written explanation of the basis for the decision by January 15th. The President shall report the decisions to the Board of Trustees at the February meeting.

SECTION 11 LEAVES OF ABSENCE

11.1. Paid Leaves

11.1.1. General Eligibility

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

11.1.1.5. If the faculty member is not employed during the summer and the condition starts between June 16 and September 15 of a given year, benefits begin September 16.

11.1.2. Definition of Terms

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

11.1.3 Short Term Medical Leaves

11.1.3.1. Definitions

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

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

11.1.3.2. Eligibility

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

11.1.3.3. Benefits

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

11.1.3.3.1. Full pay and full status.

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

11.1.3.3.3. Continuation of all other financial benefits.

11.1.4. Maternity Leave

11.1.4.1. Definition

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

11.1.4.2. Benefits

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

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

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

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

11.1.5. Extended Medical Leaves

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

11.1.5.1. Definition

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

11.1.5.2. Eligibility

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

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

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

11.1.5.3. Benefits

- 11.1.5.3.1. Leave shall be given for each separate case as required for recovery to resume normal duties up to the maximum time specified in 11.1.5.2.1.

- 11.1.5.2.3. In general, benefits are awarded for a period of 180 calendar days or for the period in which the individual is unable to perform assigned duties, whichever is shorter.

- 11.1.5.3.2. Faculty members on extended medical leaves will receive benefits as in Section 11.1.3.3.

- 11.1.5.3.3 If the need for medical leave continues beyond 180 calendar days, the faculty member may receive long-term disability insurance benefits, provided that the faculty member has elected to carry such long-term disability coverage as part of his/her insurance package and qualifies under the rules of that plan.

- 11.1.5.3.4. Up to three quarters of extended medical leave will be counted in determining eligibility for professional leave.

11.1.5.4. Administration of Extended Medical Leaves

- 11.1.5.4.1 Human Resources will inform faculty members of documentation required for extended medical leave. In coordination with the Provost's office, Human Resources will confirm necessary documentation and employment status for eligibility for extended medical leave.

- 11.1.5.4.2 Before resuming normal duties, the university may require a certificate of ability to return to normal duties.

- 11.1.5.4.3 Termination of extended medical leave benefits shall be preceded by advance written notice to the individual concerned and such termination is made through an official Personnel Action form.

- 11.1.5.4.4 In the event that a faculty member is assigned the teaching duties of a colleague taking extended medical leave, the dean and chair shall confer regarding appropriate release time or compensation.

11.1.6. Compassionate Leave

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

11.1.6.2 Faculty members on compassionate leaves will receive benefits as in Section 11.1.3.3.

11.1.7. Bereavement Leaves

11.1.7.1. Definition

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

11.1.7.2. Eligibility

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

11.1.7.3. Benefits

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

11.1.7.3.1 Benefits are as in Section 11.1.3.3.

11.1.8. Leaves for Jury or Court Duty

11.1.8.1. Eligibility

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

11.1.8.2. Benefits

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

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

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

11.2. Leaves Without Pay

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

11.2.1. Definitions

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

11.2.2. Eligibility

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

11.2.3. Benefits

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

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

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

11.4. Military Leaves

11.4.1. Definition

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

11.4.2. Eligibility

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

11.4.3. Benefits

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

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

SECTION 12 PROFESSIONAL CONDUCT AND CONFLICT OF INTEREST

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

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

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

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

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

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

SECTION 13 DISCRIMINATION AND HARASSMENT PROHIBITED

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

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

SECTION 14 WORKPLACE VIOLENCE

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

SECTION 15 INTELLECTUAL PROPERTY

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

SECTION 16 DEPARTMENT CHAIRS

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

16.3 Responsibilities

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

SECTION 17 ACADEMIC PROGRAM DIRECTORS

- 17.1 Appointment: A faculty member who has been formally assigned the responsibilities in Section 17.2 by the Provost or dean shall be appointed to serve as an academic program director for a fixed term. The appointment must be documented in writing.
- 17.2 Responsibilities: The responsibilities of the academic program directors vary depending on the size and complexity of the program. Academic program directors are responsible for leadership of the program, including planning, curriculum, staff development and evaluation, managing the program's resources; and developing and maintaining program records, providing information to the Provost or dean in a timely manner for use in personnel and program resource decisions, and facilitating the harmonious functioning of the program.
- 17.3 Evaluation: With input from the faculty and staff related to the program, the Provost or dean conducts a periodic performance evaluation of the director and review of the position, including workload and job expectations, and meets with the director to discuss the results of the evaluation and position review. Based on the evaluation, the Provost or dean and the director jointly develop goals for the following year. When warranted, a director may be removed by the Provost or dean.
- 17.4 Academic program directors who are currently partially or fully compensated as exempt staff will not be covered by the academic program directors' compensation section of this Agreement.

SECTION 18: DISCIPLINARY ACTION/DISCHARGE

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

SECTION 19 APPEAL PROCEDURE IN SUSPENSION WITHOUT PAY AND DISCHARGE

- 19.1 At any step in this Section 19, the decision maker may confirm, reverse or modify the discipline, and may order the payment of back pay to the faculty member.
- 19.2 Within 5 days of being notified in writing of suspension without pay or discharge and the reasons for the decision, the faculty member may make a written request to the Provost or his or her designee to review the decision, and may submit documentation in support of that review. The faculty member may also suggest to the Provost the names of persons with whom the Provost may want to speak. Within 30 calendar days of receiving the request from the faculty member to review the decision, the Provost shall provide a copy of his/her written decision to the faculty member.
- 19.3 Within 5 days of receipt of the Provost's decision, the faculty member may make a written request to the President of the University to review that decision and the materials considered by the Provost. The President shall notify the faculty member in writing within 20 days of that request.
- 19.4 Within 5 days of receipt of the President's decision, the faculty member may appeal the decision in accordance with this Section.
 - 19.4.1 Upon request of the faculty member, the Board of Trustees shall appoint an Appeals Committee. The Appeals Committee will be comprised of three faculty members appointed by the Union and three non-faculty members appointed by the Board, plus the committee chair. The committee chair will be jointly selected by the UFWW President and the Board of Trustees' Chair. The cost of the committee chair, if any, will be shared by the UFWW and the University. The committee chair will convene and chair the hearing and will vote in case of a tie.
 - 19.4.1.1 In the case of a tie vote, both the UFWW Executive Committee and the Board of Trustees will have the opportunity to meet with the committee chair, review the case, and make comment prior to the chair making the final decision.
 - 19.4.2 The responsibilities of the Appeals Committee shall be:
 - 19.4.2.1 To review the materials submitted to the President related to the proposed discipline or discharge.
 - 19.4.2.2 To call and or examine any witnesses, including witnesses suggested by the parties.
 - 19.4.2.3 To consider oral or written arguments from the faculty member and the University.
 - 19.4.2.4 To arrive at its decision on the basis of the hearing and the materials submitted.
 - 19.4.2.5 The chair and the committee:
 - 19.4.2.5.1 Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this

Agreement, and shall confine the decision solely to the application or interpretation of the express terms of the Agreement.

19.4.2.5.2 Are limited in their decision to the grievant's issue(s) set forth in the original written grievance unless the Parties agree to modify it.

19.4.2.5.3 Shall not make any award that provides a faculty member with compensation greater than that which would have resulted had there been no violation of this Agreement.

19.4.3 The hearing shall be held within fifteen days of the appointment of the Appeals Committee and shall be private.

19.4.4 As soon as reasonably practicable, but in no event longer than thirty calendar days after conclusion of the hearing, the written decision of the committee will be presented to the President, the Board of Trustees, the affected faculty member and the Union.

19.4.5 The decision of the Appeals Committee shall be final and binding.

19.4.6 If the decision of the Appeals Committee is to overturn the suspension without pay or the termination, the university will reinstate the faculty member with full back pay reduced by any interim earnings.

19.5 At any step in the process the faculty member may request and may have the assistance of a local Union representative.

SECTION 20 GRIEVANCE AND COMPLAINT PROCEDURES

20.1 Purpose

The purpose of this procedure is to provide a process for the prompt and fair resolution of grievances and complaints.

20.2 Definitions

20.2.1 Grievance: A grievance is a claim by a faculty member or the Union against the University regarding the interpretation or application of the terms of this Agreement. A grievance must arise during the term of this Agreement in order to be processed pursuant to the procedure in this Agreement. This Section supersedes and replaces any Faculty Handbook grievance procedure.

20.2.2 The following are not grievable:

20.2.2.1. Complaints as defined in Section 20.2.3, below.

20.2.2.2 Matters arising under Section 18 Disciplinary Action and discharge.

20.2.2.3 Tenure, promotion, merit, or evaluation decisions for all faculty where the disagreement is based on whether standards are satisfied.

20.2.2.4 Decisions regarding reduction in force.

20.2.2.5 Non-renewal of non-tenure-track faculty pursuant to Section 8.5.

20.2.2.6 Workload decisions, except 9.2.1

20.2.2.7 Matters reserved to the University under Section 5, Management Rights.

20.2.3 Complaint: A complaint is an allegation by a faculty member involving a judgment by the dean or Provost that is inconsistent with substantive academic judgment at the departmental level in matters of faculty evaluation and performance reviews. The complaint procedure is also available for workload decisions not related to Section 9.2.1

20.3 General Grievance Provisions

20.3.1 Faculty shall be entitled to Union representation at all steps of the grievance procedure.

20.3.2 Nothing shall prevent a grievant from representing himself/herself. The Union shall be informed of and present at any meeting to adjust any such grievance. No grievance resolution may be inconsistent with this Agreement.

20.4 Grievance Time Limits

20.4.1 The time limits set forth in this Section shall be strictly enforced except that time limits may be waived by mutual written consent of both parties. Requests for a waiver of time limits shall be responded to in a timely manner.

20.4.2 A grievance may be withdrawn by the grievant at any time.

20.4.3 Failure of the Union or grievant to advance a grievance within the specified time will result in dismissal of the grievance. Failure of the University to meet the time limits in the various steps will result in the grievance being advanced to the next step.

20.5 Grievance Procedural Steps

20.5.1 Informal. Not later than twenty days after the grievant had or reasonably should have had knowledge thereof, the grievant shall attempt to resolve the grievance by requesting a conference with the appropriate college dean or designee. The dean shall schedule a meeting within five days of the request at a mutually agreeable time and place.

20.5.2 Step One. If the grievance is not resolved at the Informal step, the grievant may file a formal written grievance with the dean within ten days following the informal meeting. The written grievance shall state the specific provision of this Agreement allegedly violated and the relief requested. The dean shall respond in writing within ten days of timely receipt of the grievance.

20.5.3 Step Two. If the grievance is not resolved at Step One, the grievant, within ten days of the dean's response, may submit the grievance to the Provost or designee. The Provost shall meet with the grievant at a mutually

agreeable time and place. Within ten days of that meeting the Provost will issue a written response.

20.5.4 Step Three. If the grievance is not resolved at Step Two, the Union may appeal the Step Two decision to arbitration. A written demand for arbitration shall be submitted to the University within twenty days of the Step Two decision. The Union shall simultaneously submit a written request for arbitration to the American Arbitration Association (AAA) or to the Federal Mediation and Conciliation Service (FMCS) and request that the parties be provided with the names of seven qualified arbitrators with experience in higher education issues. The arbitrator shall be chosen by the strike method.

20.5.4.1 By mutual agreement the parties may elect to utilize an expedited arbitration procedure.

20.5.4.2 The cost of the arbitrator shall be divided equally between the parties. If the parties agree to use a court reporter, the cost shall be split equally between the parties. Each party shall bear its own costs of representation.

20.5.4.3 The arbitrator shall:

20.5.4.3.1 Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement, and shall confine the decision solely to the application or interpretation of the express terms of the Agreement.

20.5.4.3.2 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;

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

20.5.4.4 The arbitrator's decision shall be final and binding upon the parties.

20.6 Complaint Resolution Process

20.6.1 The Complaint Resolution Process shall be the sole and exclusive process for resolving complaints as defined in Section 20.2.3.

20.6.2 Upon formal notification of a decision involving matters covered by this Complaint Resolution Process, the faculty member may, within ten days after a bargaining unit member's receipt of such official notification, file a complaint with the Provost, or the President if the complaint involves the Provost. All complaints must include the following:

20.6.2.1 A statement of the decision being appealed;

20.6.2.2 The reasons why the complainant disagrees with the decision;

20.6.2.3 The remedy sought;

- 20.6.2.4 The name(s), academic unit(s), telephone number, and address at which the complainant(s) shall receive all correspondence related to the complaint; and
 - 20.6.2.5 The name, telephone number, and address of the complainant's representative.
- 20.6.3 Consideration of the Appealed Decision.
- 20.6.3.1 The Provost may, within ten days, at his or her discretion, (a) refer the appealed decision back to the appropriate administrative level for review, or (b) render his or her own judgment on the appealed matter.
 - 20.6.3.2 In either case, no later than twenty days following submission of the issue to the Provost, he/she shall render a written decision to the complainant and to the Union.
 - 20.6.3.3 UFWW may accept the decision of the Provost, in which case the complaint shall be deemed to have been resolved, or the UFWW may appeal the decision of the Provost as described in this Section within five days of receipt of the Provost's decision.
 - 20.6.3.4 A faculty complainant may withdraw the complaint at any time in the process and the complaint will be deemed to have been resolved.
- 20.6.4 Within five days of the receipt of the appeal of the Provost's decision the parties shall meet to select a mutually agreeable independent fact finder with appropriate academic credentials, at the University's expense, to review the evidence related to the complaint. The fact finder shall be empowered to consider complaints involving only those matters defined in the Complaint Resolution Process.
- 20.6.5 The fact finder will review the documentary evidence considered in the original academic decision being appealed and talk with witnesses for clarification of the documentary evidence. The fact finder will conclude the investigation not later than thirty calendar days after appointment and forward a recommendation to the President.
- 20.6.6 The investigation shall be private.
- 20.6.7 Decision by the President. Upon receipt of the fact finder's report, the President may meet with the fact finder for the sole purpose of seeking clarification concerning the report.
- 20.6.8 The decision of the President shall be rendered in writing within twenty days of the receipt of the report. The President's decision is final and binding and not subject to further review. Copies of the fact finder's report and the President's decision shall be transmitted by the Office of the President to the complainant and to the Union within ten days of the decision.

SECTION 21 REDUCTION IN FORCE

21.1 Definitions

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

21.2 Initiation of Reduction in Force

- 21.2.1 In order to maintain the University’s strong commitment to academic integrity and diversity, the rules set forth herein make provision for adherence during the reduction process to the University’s Strategic Plan and to the goals and requirements of the University’s Affirmative Action Program to the fullest extent allowed by law.
- 21.2.2 The University shall prepare and set forth, in writing, the circumstances giving rise to the declaration of a financial exigency or program reduction, and shall meet with the Union seeking recommendations as to the impact on faculty positions.
- 21.2.3 Any reduction in force resulting from a financial exigency or program reduction shall be declared and initiated only after feasible alternatives to reduction in force have been considered by the University, with input from the Faculty Senate, Union, and faculty potentially affected by a reduction in force. Such measures may include, but are not limited to: reduced appointments; leave without pay; shared appointments; reassignment to another academic unit; transfer to a non-teaching position; supplementation of teaching with non-teaching duties; and early retirement with appropriate compensation.
- 21.2.4 For any reduction in force resulting from financial exigency or program reduction, the affected unit(s) shall be notified of the proposed reduction and rationale for that reduction.
- 21.2.5 The paramount goal in the development of strategies and actions for dealing with reduction in force must be to maintain the goals of the

University and the objectives of the strategic or long range plans of the University and its units.

- 21.2.6 The University shall meet with the Union before implementing any reduction in force related to program reduction or financial exigency. The Union shall be provided with written information regarding the reduction in force, including a rationale for the proposed reduction and a list of faculty whose positions are under consideration for elimination or assignment change.
- 21.3 Retention priority criteria within academic units or sub-units. During reduction in force, the following criteria shall be utilized in determining the retention priority of all faculty members within an affected academic unit or sub-unit after programmatic needs have been determined:
 - 21.3.1 Tenured faculty members shall have retention priority over all untenured faculty members; untenured, tenure-track faculty members shall have retention priority over all non-tenure-track faculty members;
 - 21.3.2 Between faculty members with the same status (tenured, probationary, or non-tenure-track), the faculty member with the higher rank shall have retention priority;
 - 21.3.3 Between faculty members with the same tenure status and rank, the faculty member who has the greater seniority in rank at Western Washington University shall have retention priority, with the exception that any faculty member who did not pass his/her most recent performance review shall forfeit all seniority in rank;
 - 21.3.4 If after application of the above criteria two or more faculty members are equal in retention priority, then the dean of the college, or the Provost, if the program is not housed in a specific college, shall determine who shall be retained.
 - 21.3.4.1 The dean's retention decisions shall consider the recommendations made by a committee comprised of faculty from the relevant college.
 - 21.3.4.2 These retention decisions shall be based solely on the faculty member's contribution to the goals of the academic unit as defined by the faculty member's demonstrable achievement in the areas of teaching, scholarship, and service.
 - 21.3.5 Faculty members with the least retention priority shall be the first to be terminated within the specific unit.
- 21.4 Notice
 - 21.4.1 Faculty subject to layoff under this Article shall be given appropriate notice whenever possible, except notice is not required in layoffs due to financial emergency.
 - 21.4.1.1 Notification at least three months prior to termination shall be provided the following:

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

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

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

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

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

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

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

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

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

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

21.5.2.3 Faculty members on the re-employment list shall be notified of offers of re-employment via registered mail.

21.5.3 Any faculty member on a re-employment list who cannot be reached or who fails to accept an offer of re-employment within ten working days of receipt of the offer shall be deemed to have declined the offer, and shall be removed from the re-employment list.

21.5.4 Any faculty member re-employed shall be placed at least at the same rank and salary held at the time of lay-off.

21.6 Affirmative Action Policy During Reduction in Force. In instances where application of the Retention Priority Criteria (above) shall have an adverse impact on the University's affirmative action goals and obligations and the University's commitment to a diverse and high quality faculty, the University shall make a good faith effort to prevent that impact by awarding retention priority to one or more tenured female and/or minority faculty members or other protected groups.

Application of this policy shall have the effect of crediting the unit or sub-unit in question with the termination of an FTEF for the purposes of a reduction in force.

21.7 Financial Emergency: Reductions not Covered by the Exigency Policy

21.7.1 The University will notify the Union when a financial emergency will require a reduction in force. If in the University's judgment emergency action is necessary, the President will present justifications for the declaration of a financial emergency.

21.7.2 Although the conditions that constitute an emergency may continue indefinitely, the emergency response to these conditions will extend no longer than two years.

21.7.3 The re-employment provisions specified in 21.5 will apply.

21.8 Declaration of financial emergency or financial exigency, decisions to discontinue or reduce programs or departments, and the scope of faculty reduction that result, are not subject to the grievance procedure.

21.9 The Office of Human Resources shall assist in the orderly transition from state-supported benefits to individually contracted programs.

SECTION 22 COMPENSATION

“High quality faculty and staff are crucial for providing students an integrated Western experience. The University faces an increasingly competitive national marketplace for the services of faculty and staff. Therefore: The University needs to maintain ongoing emphasis on achieving competitive salaries and broad-based benefits for faculty and staff.”

To meet this objective of the Strategic Plan, the University and the Union agree to collaborate in the development of a compelling strategy to present to the Legislature to support competitive salaries and broad-based benefits.

22.1 Salary

22.1.1 The academic salary schedule begins on September 16 and ends the following June 15.

22.1.2 The initial salary for tenured and tenure-track faculty and non-tenure-track faculty is set forth in the Letter of Offer.

22.2 **Post Tenure Review.** All faculty who receive “superior” in at least one category of teaching, research, or service and “satisfactory” in the remaining categories in a post-tenure review shall receive a 3% increase to their basic salary effective the following September. Faculty who were reviewed in spring 2009 shall be eligible for the increase effective September 16, 2009.

22.3 All qualified untenured faculty will receive payment up to \$300.

22.3.1 Tenure-track faculty shall receive \$300 effective December 1, 2009

22.3.2 Current non-tenure-track faculty shall receive \$100 for each quarter that they are employed in the 2009-2010 academic year (excluding summer session).

22.3.3 “Qualified faculty” is defined as successful completion of the most recent performance review or equivalent evidence of successful performance, and employment during the 2009-10 academic year.

22.4 Promotion

22.4.1 Tenured and tenure-track faculty who receive a promotion shall have their base salary increased by 10% effective September 16, 2008 or September 16 following the promotion.

22.4.2 Instructors who advance to Senior Instructor shall have their base salary increased by 7%, effective September 16 following the advancement.

22.5 Department Chairs

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

22.5.2 Stipends are payable quarterly, including summer.

22.5.3 Department chairs shall negotiate with the dean, with the approval of the Provost, for any reduction in teaching load associated with the position.

22.6 Academic Program Directors

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

22.7 Medical, Dental, Life and Long-Term Disability

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

22.8 Salaries for Summer Session

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

22.9 Mileage

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

22.10 Professional development and travel funds

Beginning in September 2008, each college will fund a faculty development and professional travel pool with an annual amount equal to \$1,000 per FTE

tenured/tenure-track faculty, and \$500 per FTE non-tenure-track faculty member. The funds will be allocated and administered by deans of colleges and Library in accordance with criteria and procedures in guidelines developed within the faculty governance bodies of each college and the Library. All faculty members are eligible to apply for the funds.

22.11 Retention

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

22.12 Parking

22.11.1 Parking rates for the 2009-10 academic year shall remain at the 2008-09 level. Parking rates for the 2010-11 academic year shall be no greater than 2% more than the 2008-09 rate. .

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

22.12 Stipends for Teaching Large Classes

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

22.13 Release Time for Faculty Senate

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

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

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

22.14 Compensation for Temporary Extra Teaching Assignments

Faculty may teach one or more courses above their regular teaching load only on an exceptional basis, with appropriate documentation of the need, recommendation of the dean, and approval of the Provost. Such temporary extra teaching assignments will be compensated by temporary additional pay at the rate of 1/36 of the faculty member's salary per credit hour.

SECTION 23: RETIREMENT

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

SECTION 24 FACULTY FILES

- 24.1 The University maintains three official files for each faculty member:
 - 24.1.1 A professional record file in the office of the Provost;
 - 24.1.2 A personnel file in the office of the dean of the appropriate college;
 - 24.1.3 In the office of Human Resources, payroll, benefits and confidential medical files maintained in accordance with state and federal law, including compliance with HIPAA.
- 24.2 Access to Official Faculty Files
 - 24.2.1 Faculty members shall have the right to examine their own individual files and may request a copy of those files, except for confidential evaluation and reference materials, to the extent allowed by law. The University may charge a reasonable fee for copying any materials beyond the first copy requested by the faculty member or his/her representative. Faculty members may place in these files a response to adverse information regarding performance or discipline that may be contained therein.

- 24.2.2 A Union representative, with written authorization from the faculty member concerned, and subject to the University's duty to provide for security of the records, may examine and receive a copy of all or part of the official files of that faculty member. The faculty member and/or representative may not remove any contents. A copy of the signed authorization form shall be retained in the faculty member's personnel file.
- 24.2.3 University access to official faculty files shall be restricted to University representatives who have a legitimate need to know.
- 24.2.4 The University shall make a reasonable effort to notify a faculty member of any requests under public disclosure laws for information from the official faculty files prior to releasing the information.
- 24.2.5 The University shall not include material in the faculty member's official files unless the source of the material is identified, subject to state and federal laws protecting confidentiality.

SECTION 25 MISCELLANEOUS

- 25.1 If any of the terms of this Agreement are held to be invalid or unenforceable by operation of law or by any court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. Either party may request negotiations over those invalid portions for the purpose of achieving a mutually satisfactory replacement.
- 25.2 Except as specifically provided, this Agreement will take effect upon ratification by both parties.
- 25.3 There shall be no strikes or lockouts during the term of this Agreement or during the negotiation for a successor agreement.
- 25.4 A "day" for all sections in this Agreement is a working day unless otherwise noted. A working day is Monday through Friday when the University is open for business, even if classes are not scheduled.

SECTION 26 DURATION

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

Executed this 13th day of June, 2008.

/s/ Karen W. Morse, WWU President

/s/ William Lyne, UFWW President

Approved as to legal form

/s/ Wendy Bohlke, Asst. Attorney General

Updated and executed October 9, 2009 as a result of bargaining per 26.2

Recognition MOU

The parties agree to the following method for dealing with the issue of non-bargaining unit personnel performing bargaining unit work. A joint committee shall be established consisting of two members of the faculty selected by the Union and two non-faculty personnel selected by the University. During the 2008-2009 AY, the committee shall meet to address and resolve matters relating to the current practice of having non-bargaining unit personnel performing bargaining unit work. The committee shall meet as frequently as necessary and shall be provided with all relevant data and information necessary to make a decision both in the best interest of the University and for the integrity of the bargaining unit.

The parties recognize that the current practice may continue until resolution of the issues is reached.

Should any issues remain unresolved at the end of the 2008-2009 AY the Union reserves any rights it may have to place those remaining issues before PERC.

Appendix I

POL-U4520.03 PATENT AND COPYRIGHT POLICY

[Approved October 25, 1999, revised effective June 13, 2008]

I. Introduction

It is important for Western Washington University (WWU) to provide 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. The following University Patent and Copyright Policy is established. This Policy supersedes and replaces all prior patent and copyright policies.

II. Objectives

1. To define, clarify and protect the rights and equities of inventors and authors, the University, governmental or private sponsors of research, and the public, with respect to inventions and original works, by providing for just and equitable recognition of the legitimate interests of each of the above in such inventions and works.
2. To encourage broad utilization of the results of University research and to provide a vehicle for the transfer of new technology and ideas from the University to the community at large, by permitting exploitation (both commercial and otherwise) in the public interest and for the public benefit, in a manner consistent with the integrity and objectives of the academic process, including the goal of public dissemination of the results of research.
3. To stimulate innovative and creative scholarship, research and writing and its recognition, by facilitating where appropriate the receipt of fair economic rewards therefor in the form of royalty payments to inventors and authors from licensees (in the case of inventions) and publishers (in the case of written or similar works.)
4. To protect and benefit scholars and researchers in the University by promoting recourse to the patenting and copyright process and by providing information, support and liaison concerning the procedures and problems involved therein.
5. To encourage and assist scholars and researchers in identifying potentially patentable discoveries, to require prompt and early reporting thereof to the Patent and Copyright Committee (PCC) and to promote scholarly publication concerning such discoveries in a manner that does not prejudice the obtaining of a patent.
6. To devise and promulgate clear and practicable regulations, procedures and forms for the reporting and disclosure of original works that may be copyrightable, discoveries that may prove patentable and the timely prosecution of patent applications in appropriate cases.
7. To provide for the patenting or licensing or both of any invention or the copyrighting and licensing or both of any work, where appropriate, through the Patent and Copyright Committee or a patent management organization or publishing entity designated by that Committee.

8. To preserve and protect the rights, as agreed, of any government or private sponsors of research in any invention or work that may be generated by such research, and to ensure compliance with the other terms of any such research grant.
9. To preserve and protect the rights of the University in inventions or other original works which result from the use of University funds or facilities by faculty, employees, students or trainees, in keeping with state law.

III. Policy

The principle is hereby recognized that there are usually three interests involved in connection with research work and invention performed in the University by or under the direction of the research and teaching staffs of the University. These three interests are represented by the research worker or inventor; the University, and the general public whose taxes and gifts support the University. If the research is financed wholly or in part by an outside agency there exists an additional interest.

In general these interests are best served by immediate publication and dissemination of the results of the research. In some cases, however, the interests of all are best protected and furthered by patenting the discoveries and inventions resulting from the research.

Rights to intellectual property made by University personnel are allocated as follows:

1. **Inventions Resulting from Research Supported by University Funds**
Inventions resulting from research wholly supported by University funds shall become the property of Western Washington University. Faculty and staff members shall assign their rights to Western Washington University and shall be entitled to receive a share of the net profits (amount received by the University, less costs) derived from any exploitation of the patent. The share is determined according to the schedule included in the Procedures implementing this Policy.
2. **Inventions Resulting from Research Supported by an Outside Agency**
Inventions resulting from research supported by an outside agency, either wholly or in part, shall be governed by the provisions of the agreement with the sponsoring agency. In the absence of such provisions, the invention shall be regarded as deriving from the category of state or University supported research.
3. **Inventions Resulting from Personal or Private Research**
The University shall have no vested interest in inventions 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. Such inventions may be voluntarily offered by the faculty member to the Patent and Copyright Committee for the possible securing of a patent and for subsequent developing, processing and exploitation under University aegis. If such offer is accepted by the Patent and Copyright Committee, the inventor shall assign her/his rights to WWU and shall thereafter receive SEVENTY-FIVE percent of the net profits if any (amount received by the University, less costs) derived from any exploitation of the patent.
4. **Rights of Students**
Except in the case of works written or produced for hire, 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 thereto, including the ownership of copyright therein.

5. Copyrights

This Policy is also designed to cover copyright of books, software or other similar materials, and of materials in the forms copyrightable under the laws of the United States or international copyright agreements.

Except for works produced or written for hire, any publishable material produced by a member of the faculty or staff of the University shall be the exclusive literary property of the author, if produced with de minimis use of University facilities, equipment or staff. The author may obtain copyright or dedicate the work to the public as she/he chooses--subject to any restriction imposed by sponsoring or funding agencies not under University control.

Works produced or written "for hire" are defined as manuscripts, software or other materials produced by persons who are engaged by the University specifically to produce such manuscripts or works, or released from other work to produce such materials. The University shall be the sole proprietor of any work done "for hire," and may make such disposition of resultant materials as it may choose. Borderline determinations should be documented, when desired, in accordance with the foregoing Patent Policy. Should any controversy concerning this Policy arise, it will be referred to the Patent and Copyright Committee.

6. Relinquishing University Rights

The University shall relinquish all of its rights to the inventor in the following cases:

- 6.1. If the invention is judged by the Patent and Copyright Committee to be the result of personal or private research, under the rules adopted by the state Executive Ethics Board; or
- 6.2. 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 Patent and Copyright Committee voluntarily by the inventor for possible development and patent under University auspices as hereafter noted.
- 6.3. 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 President of the University or by a designated agent. If the final unappealed decision of the Committee is that such invention was the result of personal or private research, such decision may be used by the inventor as evidence in establishing the priority of her/his invention. Any person aggrieved by the decision of the Patent and Copyright Committee, within THIRTY days after receipt of the ruling of the Committee, may appeal to the President of the University. Such appeal shall be in writing, shall state the grounds of appeal. The decision by the President shall be final.

PROCEDURES FOR THE ADMINISTRATION OF PATENT AND COPYRIGHT POLICY

1. The Patent and Copyright Committee
The Patent and Copyright Committee (PCC) shall be vested with authority to administer this Policy.
2. Membership of PCC
The PCC shall consist of the following persons.
 - 2.1 The incumbent Vice Provost for Research who shall serve as the Chairman of the PCC.

- 2.2 The Director of the Bureau for Faculty Research, who shall serve as the Vice Chair and Convener of the PCC.
 - 2.3 A Legal Consultant to the PCC, who shall be an ex officio non-voting member.
 - 2.4 Two persons selected by the Vice Provost for Research from among the members of the Research Advisory Committee and approved by the President of the University or designee for a term of two years.
 - 2.5 One person selected by the Faculty Senate and approved by the President of the University for a term of two years.
3. Meetings of PCC

The PCC shall meet as often as the Chairman and Convener deem necessary.
 4. Powers and Duties of PCC

The PCC shall have the following powers and duties.

 - 4.1 To interpret and apply the Patent and Copyright Policy, in keeping with applicable state law and regulations.
 - 4.2 To evaluate inventions for patentability, scientific merit and economic feasibility, and where desirable to seek expert advice to assist it in making such determinations.
 - 4.3 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.
 - 4.4 To determine the patent or related rights or equities of the University and other interested parties in an invention and to decide on the appropriate division of royalties.
 - 4.5 To assign inventions to outside organizations for the evaluation, patenting and licensing of inventions, and to procure the receipt of royalties or other benefits by the University.
 - 4.6 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.
 - 4.7 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.
 - 4.8 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.
 - 4.9 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.
 - 4.10 To do all things necessary to achieve the objects of the Patent and Copyright Policy, without being limited by the specific powers and duties enumerated above.
 5. Appeals from Decisions of PCC

Any person aggrieved by any decision of the PCC may appeal to the President of the University or designated representative. Such appeal shall be in writing, shall state the grounds of appeal and shall be submitted to the President or such representative within THIRTY days after notification of the ruling of the Committee. The President shall respond to the appeal in writing within THIRTY days of the receipt of the appeal. The decision of the President or designee shall be final and binding.

PCC GUIDELINES FOR ALLOCATION OF PATENT RIGHTS

1. When University Has Exclusive Patent Rights

Subject to the provisions of the Policy with respect to relinquishment of rights and royalty sharing, the University shall have exclusive patent rights and title in and to any invention or discovery which emerges from any research, development or other program funded by the University, or is conceived or developed wholly or partially at the expense of the University or with the aid of its equipment, facilities or personnel.

2. When Inventor has Exclusive Patent Rights

The University shall relinquish all rights to the inventor in the following cases:

- 2.1 If the invention or discovery is adjudged by the PCC to have been made by the inventor independently of any contractual obligations to the University and without using University equipment, facilities or funds provided by the University or an outside sponsor.
- 2.2 If the invention or discovery is a result of approved consulting activities without any use of University facilities or of funds derived from the University or an outside research sponsor.
- 2.3 If the invention or discovery was made with the aid of University facilities or funds, but the PCC, with the written approval of the President or a designated agent decides to waive the University's rights or equity therein.

3. Rights of Students

Except in the case of works written or produced for hire, and subject to any restrictions imposed by outside sponsoring or funding organizations, a student of the university who independently conceives of and produces any work shall have exclusive rights thereto, including the ownership of copyright therein. Student work produced as a result of a faculty member's project is the property of the faculty member. If original student work results from a faculty member's larger project, that portion of the project is the property of the student. Any dispute between the student and the faculty member regarding allocation of rights shall be adjudicated by the PCC.

4. Procedure for Reporting Inventions

All employees of the University, all non-employees who use University research facilities and those who receive grant or contract funds through the University shall promptly report and fully disclose any ideas for and/or reduction to practice of a potentially patentable invention or discovery to the PCC. The following procedure shall apply to such report and disclosure:

- 4.1 The report and disclosure shall be submitted in writing at the earliest opportunity to the PCC and shall include a written statement certifying whether the potentially patentable invention or discovery was the result of private research done independently of any contractual obligations to the University and without using University equipment, staff, facilities or funds, or whether it was the product of research done with the benefit of such assistance or with the aid of any outside research sponsor.
- 4.2 The PCC may forward the report and disclosure to the department chair or the immediate supervisor of the employee for evaluation. The departmental head or immediate supervisor to whom the report and disclosure are submitted shall review them and shall forward them to the PCC within THIRTY days after receipt, together with a written opinion regarding the accuracy of the originator's statement submitted pursuant to Paragraph 3.1 and the reasons for such opinion.
- 4.3 The Chairman and members of the PCC shall take adequate steps to assure and preserve the confidentiality of all invention disclosure documents.
- 4.4 The originator shall be notified of meetings of the PCC and may attend the meetings at which her/his report and disclosure will be considered.
- 4.5 The PCC shall within ninety days of the submission of the report, disclosure and required statement notify the President of the University, or a designated agent, the originator and the departmental head or immediate supervisor of its decision with respect to the disposition of the matter and the respective rights or equities of any interested parties.
- 4.6 The President or designated agent may overrule in writing the decision of the PCC, but failing such action within THIRTY days of submission of the decision to the President or such agent the decision of the PCC shall be binding on all parties, unless appealed within that time.
- 4.7 The originator shall be notified in writing of the final decision of the University.

5. Duty of Inventor to Execute All Necessary Documents

In cases where the University or an outside sponsor has an interest or equity in an invention or discovery, the inventor shall execute all such declarations, assignments or other documents as may be necessary in the course of invention evaluation, patent prosecution, or protection of patent rights in order to assure the title of the University or the University's ability to meet its overriding patent obligations arising from grants, contracts or other agreements of any kind with outside organizations, as the case may be.

6. Inventor's Share of Royalties

Except as otherwise agreed and subject to any contrary obligations arising from grants, contracts or other agreements with outside sponsoring organizations, the inventor's share of royalties derived from the exploitation of any patent shall be as follows.

6.1 The inventor shall be entitled to receive a share of the net royalties received, "net royalties" being defined as gross royalty receipts less all costs incurred in connection with the patent, as follows:

<i>Royalties</i>	<i>Inventor's Share</i>
Up to \$5000	100%
\$5001-100,000	\$5000 plus 75% of the net royalties in excess of \$5000
More than \$100,000	\$76,250 plus 50% of the net royalties in excess of \$100,000

6.2 If there are two or more inventors, each inventor shall share equally in the said share, unless all inventors have previously agreed in writing to a different distribution and have notified the University in writing thereof.

6.3 Distribution of the inventor's share shall be made annually from the amount of net royalties if any, received during the previous calendar year.

6.4 In the event of any litigation, actual or imminent, or any other action to protect patent rights, distribution of royalties may be withheld until resolution of the dispute.

7. Voluntary Transfer of Private Invention and Copyrighted Material to University and Royalty Sharing

A purely private invention or a copyrighted material, developed by a University employee independent of any contractual obligations and without any cost to the University or an outside sponsoring organization, may be voluntarily offered to the PCC for the purposes of patenting, development and exploitation as if it were an invention or a copyrighted material in which the University had an interest. If such offer is accepted by the PCC, the inventor or author shall assign her/his rights to the University and shall receive SEVENTY-FIVE PERCENT (75%) of the net royalties (being gross receipts less cost), if any, derived from the exploitation of the patent or the copyright.

8. Procedure with Respect to Outside Employment and Avoiding Conflict of Interest

Subject to any other approval that may be required pursuant to University or departmental regulations, collective bargaining agreements, or Faculty Handbook, or state law and regulations and in order to avoid any conflict of interest, or other violation of state law and regulation, before any member of the University's faculty or research personnel enters into an agreement with an outside employer which provides for or contemplates the grant of any patent rights to the outside employer arising from the outside employment, the following procedure must be adopted:

8.1 Such faculty member shall notify her/his Dean or Director in writing of the nature of the outside employment and the extent of the patent rights to be granted to the outside employer.

- 8.2 The Dean shall forthwith submit the notification to the Chairman of the PCC, together with her/his written recommendation thereon.
 - 8.3 Unless the Chairman of the PCC notifies the faculty member to the contrary in writing within THIRTY days of the submission of the request, the University shall be deemed to have waived its rights to any invention or discovery made during the outside employment described in the request to the extent necessary to give effect to the grant of the patent rights therein described.
 - 8.4 If the Chairman of the PCC objects in writing within the aforementioned period of THIRTY days, the faculty member shall not enter into the proposed employment agreement insofar as it provides for or contemplates the grant of patent rights to the outside employer with respect to any invention or discovery made by the faculty member while in the employ of the University and in which the University has any rights under this Policy.
9. Criteria Governing Outside Commercial Sponsorship of Research
- Contracts and other arrangements between the University and outside commercial sponsors of research must comply with the following criteria.
- 9.1 Research investigators and the University shall be free to disseminate and publish the results of sponsored research, provided that in order not to jeopardize applications for patents the University may agree that any proposed publication will be submitted to the sponsor with notice of intent to submit for publication and that unless the sponsor in writing requests a delay within TWO months from the date of such notice, the investigators or the University shall be free to proceed with immediate publication. However, if the sponsor requests a delay, the submission of the manuscript will be withheld for the period requested, but in no event for longer than SIX months from the date of the notice of intent to submit for publication and only in order to permit the sponsor to prepare and file the necessary application.
 - 9.2 The University shall retain the right to take title to any patentable inventions or discoveries arising from the undertaking of sponsored research, except that the University may grant an exclusive license to the sponsor for a period not exceeding EIGHT years and bearing a royalty to be agreed upon, or may grant a royalty-free license if the University has incurred no substantial expense and such a license is deemed appropriate.
 - 9.3 Any agreement or arrangement with the commercial sponsor shall not impose any restrictions upon the University in conflict with its established policies and practices, but shall permit performance of the research or other investigation in the same manner and subject to the same administrative requirements applicable to research financed with the University's own funds.

PCC GUIDELINES FOR ALLOCATION OF COPYRIGHTS

1. Scope
The Policy covers books, software, or other written materials, as well as other original works in the various forms copyrightable under the copyright laws of the United States and international copyright conventions.
2. Notification to PCC on Intent to Publish Works
A faculty or staff member who writes or produces a work which he or she intends to exploit commercially shall notify the PCC in writing through the departmental head or immediate supervisor of such intention, providing appropriate details of the work and the circumstances of its preparation and seeking a determination from the PCC as to whether the work is or is not a work for hire. Should the intended commercial exploitation be contemplated using University facilities, equipment, or staff, the PCC will determine the appropriate distribution of the proceeds from commercialization. Publication of manuscripts in academic periodicals, collections and conference proceedings, are not subject to this notification requirement.

3. Rights of Faculty and Staff

- 3.1 Except in the case of works written or produced for hire, and subject to any restrictions imposed by outside sponsoring or funding organizations, a member of the faculty or staff of the University who writes or produces any work which does not require significant use of University facilities, equipment or staff, shall have exclusive rights thereto, including the ownership of copyright therein. Faculty and staff members shall own all rights to materials prepared on their own initiative for classroom, educational or professional purposes, and shall be exclusively entitled to the benefit of any royalties derived therefrom.
- 3.2 Significant use of University resources means use of University resources above and beyond resources normally provided during the course of one's academic work. However, the University will not construe the provision of personal office, department facilities, library, laboratory, word processing, data processing, or computation facilities as constituting significant use of space or facilities, nor will it construe the payment of salary or faculty research grants as constituting significant use of funds.
- 3.3 When the writing or production of the work requires significant use of University facilities, equipment or staff, the University and the faculty or staff member who prepared or produced the work shall share the net royalties (gross receipts less all costs), if any, which may be derived from the sale or licensing of such work according to the following schedule:

<i>Royalties</i>	<i>Author's Share</i>
Up to \$5000	100%
\$5001-100,000	\$5000 plus 75% of the net royalties in excess of \$5000
More than \$100,000	\$76,250 plus 50% of the net royalties in excess of \$100,000

4. Rights of Students

Except in the case of works written or produced for hire, and subject to any restrictions imposed by outside sponsoring or funding organizations, a student of the university who independently conceives of and produces any work shall have exclusive rights thereto, including the ownership of copyright therein. Student work produced as a result of a faculty member's project is the property of the faculty member. If original student work results from a faculty member's larger project, that portion of the project is the property of the student. Any dispute between the student and the faculty member regarding allocation of rights shall be adjudicated by the PCC.

5. Works for Hire

A work written or produced for hire is defined as:

- 5.1 A work commissioned by the University and prepared by an employee who is hired or assigned by the University specifically to produce such work.
- 5.2 A work prepared by a person who is not a regular employee of the University but who is specifically commissioned by the University to produce it pursuant to a signed written agreement which provides that the work shall be considered a work for hire.

6. Rights in Works for Hire

With respect to works for hire, the University shall have exclusive rights, including the copyright, but subject to any contrary terms of the employee's employment agreement and any restrictions contained in any contract with or grant from an outside sponsor, the faculty or staff member who prepared or produced the work shall be entitled to receive such proportions, as the PCC in its discretion may determine, of the net royalties (gross receipts less all costs), if any, which may be derived from the sale or licensing of such work. However, such sale or licensing shall be within the sole discretion of the University, which shall be under no obligation to develop royalties therefrom.

Approved by the Board of Trustees, Feb. 6, 1997; approved and updated June 13, 2008