

COLLECTIVE BARGAINING AGREEMENT

Between

WESTERN STATES CHIROPRACTIC COLLEGE
FACULTY ASSOCIATION, Local 3809, AFT, AFL-CIO

and

UNIVERSITY OF WESTERN STATES

July 1, 2021 to December 31, 2024



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PREAMBLE

The University of Western States (UWS), hereinafter referred to as the employer, and Western States Chiropractic College Faculty Association (WSCCFA), hereinafter referred to as the association, enter into this agreement.

UNIVERSITY OF WESTERN STATES,

BY:



Joseph Brimhall, DC
President

WESTERN STATES CHIROPRACTIC COLLEGE FACULTY ASSOCIATION,

BY:



Jenny Nordeen, MD
President

Dated this 6 day of October, 2021

The parties agree as follows:

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ARTICLE 1 - DEFINITIONS

Section 1. "Association" shall mean the Western States Chiropractic College Faculty Association (WSCCFA), Local 3809, American Federation of Teachers-Oregon, American Federation of Teachers, American Federation of Labor/Congress of Industrial Organizations.

Section 2. "Board" shall mean the Board of Trustees of the University of Western States (UWS), a non-profit Oregon corporation.

Section 3. "Employer" or "university" shall mean University of Western States (UWS), a non-profit Oregon corporation.

Section 4. "Faculty member" or "employee" shall mean any person who is a bargaining unit employee. The term "faculty" when used outside this agreement may refer to a broader class of persons with instructional responsibilities.

Section 5. The "academic year" and "fiscal year" shall mean July 1 to June 30.

Section 6. The classification "Technician" shall mean any person who is employed by the university as a library technician, multimedia production specialist, radiological technologist or lab technician, and whose duties substantially support the doctor of chiropractic degree program.

Section 7. The classification "Librarian" shall mean a bargaining unit employee not defined as a technician and whose primary and predominant job duty is to support the doctor of chiropractic degree program by providing library related services.

Section 8. The classification "Classroom faculty" shall mean any person who is a bargaining unit employee and who, over a fiscal year, is anticipated to be assigned more than 50 percent of their instructional assignment in the classroom or laboratory.

Section 9. The classification "Clinical educator" shall mean a bargaining unit member who maintains an active chiropractic license with the state and who, over a fiscal year, is assigned to 50 percent or more of their instructional assignment in the supervision of chiropractic interns through engagement in patient care, including the teaching of clinical skills, monitoring and assessing interns' development of clinical competencies, and assigning grades and/or remediation.

Section 10. The classification "Researcher" shall mean any person who is a bargaining unit employee and who, over a fiscal year, is anticipated to be assigned more than 50 percent of their total workload in the conduct and/or supervision of research.

Section 11. Interim appointments are not bargaining unit employees. An interim appointment, which may be either part-time (but at least 50 percent, .5 FTE) or full-time (1 FTE), may be made for any length of time, up to four quarters. Such appointments are reserved for filling temporary and/or occasional positions; they shall not be used in lieu of tenure-track appointments or positions. Interim appointments are renewable at the option of the employer. However, any individual is limited to 24 consecutive months of 50 percent (.5 FT) or more employment under provisions of this section, unless mutually agreed by the employer and association. Neither the initial interim appointment nor any renewals shall lead to, nor count toward, promotion in rank or tenured status. An interim appointment is terminated automatically

at the expiration of the term specified, unless the appointment is renewed. Notice of reappointment shall be given at least 30 days prior to the termination date.

Section 12. Adjunct faculty employees are not bargaining unit employees. Adjunct faculty employees who provide instructional or chiropractic clinical practice services for the university are employed half of a fulltime equivalent position (.5 FTE) or less.

Section 13. Laboratory or clinic teaching assistants (TAs/CAs) are not bargaining unit employees. Their role is to assist bargaining unit employees and interim employees in the teaching of laboratory or clinic courses, or in conducting small group clinical conferences.

Section 14. "Dean" shall mean the dean of the college of chiropractic who is the administrator assigned by the president to oversee the doctor of chiropractic program.

ARTICLE 2 - RECOGNITION

Section 1. The employer hereby recognizes the association as the exclusive collective bargaining representative of all members of the bargaining unit for the purpose of collective bargaining with respect to wages, hours, and conditions of employment.

Section 2. The unit covered by this agreement, as defined in the "certification of representative" issued by the National Labor Relations Board on January 31, 1978, in case No. 36-RC-3975 and as, subsequently agreed to by the parties, consists of:

All faculty employees employed by the employer with a primary instructional or support assignment to the doctor of chiropractic degree program and who hold a full-time annually contracted faculty appointment, or who hold a part-time annually contracted classroom faculty appointment which is at least 50 percent of an annual full-time credit hour equivalent (at least 20 CHE on a fiscal year basis), all annually contracted clinical educators and researchers employed at least 50 percent (at least 22.5 CHE on a fiscal year basis) time, academic department chairs, librarians, and technicians (who are employed on at least a 50 percent annual contract), but excluding office clerical employees, guards, supervisors as defined in the National Labor Relations Act, and all other employees at the time the decision was made and not subsequently included by agreement of the parties.

Section 3. Both parties acknowledge that all matters agreed upon by the parties have been negotiated at the negotiating table and are included in this agreement. Therefore, the provisions included in this agreement shall be inclusive and binding upon both parties during its life and neither party shall be entitled to unilaterally reopen negotiations on any matter not included in this agreement which is intended to take effect before its expiration unless both parties mutually agree.

ARTICLE 3 - NONDISCRIMINATION

The employer and the association shall not discriminate against any employee on the basis of race, color, creed, religion, national origin, gender, sexual orientation, age, disability, veteran status or other status protected by law. If needed in order for an employee to be able to perform the essential functions of a job the employer will provide reasonable accommodation to qualified employees with a known protected disability or for an employee's religious beliefs providing the accommodation does not cause undue hardship to the employer or cause a direct threat to health and safety as defined by the Americans with Disabilities Act or applicable state law.

ARTICLE 4 - ASSOCIATION RIGHTS

Section 1. The employer agrees to deduct association membership fees, once each month, from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the employer by the treasurer of the association and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the treasurer by the 10th day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this agreement. The association shall also have the right to request other reasonable employee deductions that would be of general benefit to members. Such request for other deductions will be honored with individual employee written authorizations.

Section 2. The association and its members shall have the right to use the university facilities for meetings without charge, provided that such use does not unduly interrupt normal university operations, nor cause increased operational costs to the university, and that arrangement for such use shall be made in accordance with established university procedures. If the use of the facilities creates increased maintenance costs, the association shall pay those costs.

Section 3. Duly authorized representatives of the association and its affiliates shall have full and free access to the premises of the employer at any time during working hours to conduct association business. The employer agrees that during working hours, on the employer's premises and without loss of pay, association representatives will be allowed to post association notices, distribute association literature, solicit association membership, attend negotiating meetings, transmit communications authorized by the association to the employer representatives and consult with the employer representatives and association representatives concerning labor-management relations. The association agrees in utilizing the above-mentioned rights it will not disrupt the orderly operation of the university nor interfere with the duties and responsibilities of the employees.

Section 4. The association shall have the right to reasonable use of university equipment during normal working hours and without cost when such equipment is not otherwise in use by the university. The association shall reimburse the university for the use of any supplies or materials incidental to the use of equipment.

Section 5. The association shall have the right to use faculty bulletin boards for posting notices of its activities and shall have the use of other channels of communication on campus, included but not limited to the campus newsletter and faculty mailboxes, provided that these rights shall not be exercised in such a way as to disrupt the normal use of these facilities.

Section 6. The employer will provide the association with a copy of any publicly distributed university document that the association specifically requests. The association, at its request, shall be placed on any regular university mailing list. It is understood that there will be no blanket requests.

Section 7. The association's negotiating team shall have the right to negotiate during normal working hours without loss of pay. The employer will make reasonable efforts to adjust the schedules of the association's negotiating team so that classes will be covered and negotiating team members will not suffer loss of pay. If reasonable adjustments cannot be made, in all cases, the association will pay any increased costs suffered by the employer.

ARTICLE 5 – HOLIDAYS

The following days shall be recognized and observed as holidays:

- New Year's Eve
- New Year's Day
- Martin Luther King Jr. Day or Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

These holidays will be observed according to the practices of the state of Oregon.

Employees directed to work while the campus is closed will be compensated for working on a holiday by being paid twice the employee's usual daily wage or by receiving two days off for each full day worked.

ARTICLE 6 - RELIGIOUS HOLIDAYS

The employer recognizes that some employees may wish to observe, as periods of worship or commemoration, certain days that are not included in the university holiday schedule. Accordingly, employees who would like to take a day off for such reasons may be permitted to do so, upon giving prior notice to their supervisor, provided the requested time off does not constitute an undue hardship to the employer as defined by federal and state civil rights laws. Employees may use accumulated days of paid absence either in the form of vacation leave or sick leave, or as an unpaid, excused absence.

ARTICLE 7 - LEAVES WITH PAY

Section 1. Vacations

A. Classroom faculty are not required to be on campus during term breaks. This section applies in lieu of vacations since term breaks are deemed to be vacation periods for classroom faculty. All grades will be turned in to the employer no later than noon of the Tuesday following examination week. The term break schedule is as printed in the academic calendar. The total periods of term breaks shall not be less than six weeks over the course of one calendar year.

In unique situations, a classroom faculty may request to take vacation time during the term. Such vacation time should be requested sparingly for instances when a vacation opportunity cannot be met during a normal term break. The employer will incur no additional expense. Classroom faculty must arrange for all details of an altered instructional schedule during their absence and must submit a satisfactory plan for making up the work time during the following term break. The appropriate department chair and the dean must approve such alternative vacation schedules.

B. Full-time clinical educators, researchers, technicians, and librarians shall be eligible for paid vacation beginning the first day of the month following date of hire. Vacation accrues at a

rate of 1/12th of the annual vacation allowance per month. For the first three years of service, these persons shall receive a vacation allowance of 140 hours per year, with usage being recorded as seven hours of vacation used per day of vacation. For years four through nine, these persons shall receive a vacation allowance of 175 hours per year. For years ten and beyond, these persons shall receive a vacation allowance of 210 hours per year. Campus Health Center clinical educators may be required to take their allotted vacation time during term breaks. Any administrative closing of the campus or UWS clinics during a scheduled or assigned vacation period will not reduce the number of hours of vacation debited from the employee's accrued vacation allowance.

C. Part-time clinical educators, technicians, researchers, and librarians working at least half-time on an annual contract shall be eligible for paid vacation beginning the first day of the month following date of hire on a pro rata basis and accruing at a rate of 1/12th of their annual vacation allowance per month.

D. The rate of vacation pay shall be the employee's regular rate of pay in effect at the time of vacation.

E. Clinical educators, researchers, technicians and librarians shall submit their vacation requests to the appropriate administrator for approval. Vacation requests shall be reviewed and acted upon by the appropriate administrator in a timely manner. In cases of conflicting vacation requests, the more senior employee shall be given preference; however, no previously approved vacation will be canceled which will result in irretrievable financial loss to the affected employee. In addition, those employees who also teach a class or classes during any quarter shall be allowed, but not required, to take their vacation during the term break.

F. Unused vacation leave can be carried forward from one year to the next, however, no employee may have more than 266 hours of accumulated vacation. Employer will send an annual reminder to employees about vacation banks.

G. Any clinical educator, technician, researcher or librarian who is laid off, discharged, retired or separated from the service of the employer for any reason prior to taking vacation leave, shall be compensated in cash for unused vacation leave accumulated in the service of any of the positions listed above, except as noted in Article 18, Section 6. Classroom faculty who terminate from the service of the employer following completion of an academic term shall be compensated for the vacation days of the succeeding term break. Such compensation shall be for no more than 70 hours. Classroom faculty shall receive no compensation for vacation days of the succeeding term break if their voluntary termination is prior to completion of an academic term.

H. In those cases where an employee is assigned to more than one department, vacation leave shall be based on their primary assignment.

Section 2. Sick Leave

A. Any employee absent from duty because of the employee's own illness or injury must report the absence to their department chair/supervisor and the dean and shall receive sick leave with pay if sufficient sick leave has accrued. If a faculty member is not able to be present for class, they must inform the appropriate supervisor or dean as soon as possible. The appropriate supervisor or dean will consider alternative staffing or uses of class time. Faculty members must use sick time for the hours they were not in class and hours they were not available to fulfill other work-related duties.

B. Employees shall be eligible for sick leave after 30 day's service with the employer and shall start to earn sick leave entitlement from their date of hire. For all full-time employees hired after June 1, 2017, sick leave shall accumulate at a rate of seven clock hours per month of service by the employee and shall accumulate to a maximum of 500 clock hours. Employees hired prior to June 1, 2017, shall continue to be eligible to accumulate to a maximum of 840 clock hours.

C. At the option of the dean, sick leave in excess of five consecutive workdays shall be allowed only upon certification by the employee's physician that the illness or injury prevents the employee from working. The employer also reserves the right to require medical certification for instances of illness lasting three consecutive days or where it suspects abuse; in those instances, employer will pay any out of pocket costs not covered by insurance.

D. An employee may use accumulated and unused sick leave entitlement for any provided purpose covered by the Oregon Sick Leave law (ORS 653.601-653.661), up to a maximum of eighty (80) hours per year.

E. If an employee is receiving benefits under the Oregon Paid Family Leave law (HB 2005), the employee may use sick leave only to replace an employee's wages up to 100 percent of the eligible employee's average weekly wage during a period of leave taken for family leave, medical leave or safe leave, as provided under the law.

Section 3. Death

In the event of the death of an employee's qualifying family member under Oregon law or University policy, the employee may apply paid sick leave to the bereavement as provided by law.

Section 4. Jury Duty

Employees shall be granted leave with pay for appearances before the court or other public body for jury duty or as a witness in response to a subpoena or other compulsory direction by a proper authority for matters other than the employee's duties. The employee shall remit to the employer any money received by the employee for services in connection with such appearances except that the employee may retain any fees for mileage or other reimbursed expenses. Employees may take leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's duties. In the case of the employee's appearance as a plaintiff in a civil court proceeding that is not connected with the employee's duties, any leave that exceeds five working days must be approved by the dean.

Section 5. Family Emergency

An employee may be granted leave with pay if there is any emergency in the immediate family as defined in Section 2(d) provided there is no additional expense incurred by the employer in fulfilling the employee's duty. If the employer incurs additional expense, the leave will be without pay. Notification will be made to the dean of the nature and probable extent of the emergency.

Section 6. Personal Business Leave

An employee may be granted leave with pay with reasonable notice to the dean to attend to matters of personal business if there is no additional expense incurred by the employer in fulfilling the employee's duties. The leave will be deducted from the employee's sick leave. Only one employee per department may be on leave under this section at any one time.

Section 7. Professional Leave

Employees may be granted leave with pay to attend a convention, conference, workshop, or training program with the approval of the immediate supervisor and/or the dean. Administrators shall apply the following criteria in making their decision:

- A. The function shall be beneficially related to the employee's assignment.
- B. It shall be reasonably anticipated that the employee will derive benefit from the function.
- C. The employer shall receive as much notice as reasonably possible but not less than one week's written notice.
- D. Every reasonable effort shall be made to ensure that the employer incurs no additional instructional expense.
- E. The employer shall pay all or part of reasonable travel, lodging, and tuition expenses, at the discretion of the immediate supervisor and the dean.
- F. The dean may grant such additional leaves for the foregoing purposes as s/he deems advisable.

Section 8. Sabbatical Leave

- A. Sabbatical leave shall serve to provide the employee with an opportunity to engage in any appropriate activity that is designed to improve a faculty member's effectiveness and future contributions to the university.
- B. The primary purpose of sabbatical leave is to provide faculty members with an uninterrupted opportunity at regular intervals for teaching improvements, curricular development, writing, research, professional improvement, scholarly pursuits, to gain new information and experience in order to remain current in one's field, or for other reasons determined by the university to be in the best interests of the university and the faculty member.
- C. Full-time employees, who are either tenured or tenure-track, holding an academic rank of assistant professor, associate professor or professor are eligible to apply for sabbatical leave. Non-tenure track employees are ineligible for sabbatical leave.
- D. Faculty members may apply for a sabbatical leave of up to four quarters after completion of their first six years of full-time continuous service. Subsequent application may be made five years after the start of the previous sabbatical.
- E. A faculty member on sabbatical leave shall be compensated as follows:
 - 1 quarter leave at 100% salary and full benefits
 - 2 quarter leave at 100% salary and full benefits
 - 3 quarter leave at 50% salary and full benefits
 - 4 quarter leave at 50% salary and full benefits
- F. Before beginning an approved sabbatical leave, the faculty member will sign an agreement (see exhibit II) that requires, after returning from the leave, either serving as a faculty member for one year, or repaying the compensation provided by the employer during the leave.

G. Faculty requesting sabbatical leave are required to make application for leave to their immediate supervisor who will then forward the application and their recommendation to the dean by December 1 for referral to the Promotion and Evaluation committee. The Promotion and Evaluation committee will forward all submitted materials, evaluations and its recommendation to the dean by February 1. The dean will forward all submitted materials, evaluations and recommendations, including their own, to the provost. The provost will forward all submitted materials, evaluations and recommendations, including their own, to the president. The applicant will be notified of the final decision by the president by March 1.

H. The faculty member receiving a sabbatical leave shall submit a written report by the end of the first term after returning from the sabbatical.

I. The employer will attempt to provide the support necessary to fund a minimum of four (4) sabbaticals per year.

J. Sabbatical leave applications shall be evaluated on the merits of the request and the faculty member's seniority, service to the university, and the length of time which has elapsed since the faculty member's last paid sabbatical leave. The application must include the following: (1) an outline of the specific work to be done; (2) the project's objectives, including its contribution to the faculty member's professional growth and expertise; and (3) demonstration of the congruence of the proposal's objectives to the mission of the university. In the event of a type of sabbatical leave for which any or all of descriptors 1-3 of this paragraph do not apply, a mutually agreeable plan shall be submitted.

K. Employment benefits, including medical and dental plans, retirement contributions, salary increments and seniority provided by the employer will remain in force at the same level of compensation during sabbatical leave. Vacation leave will not accrue during sabbatical leaves.

L. Any faculty member on a sabbatical leave cannot be employed by another institution or another employer without written permission from the university.

Section 9. Family Leave

The employer will comply with the Oregon Family Leave Act and the federal Family and Medical Leave Act. Employees must use accrued, paid leave for any absence covered by the Family Medical Leave Act or the Oregon Family Leave Act in the following order: accrued vacation (if applicable), then sick leave.

Section 10. Military Leave and Training

Employer will follow state and federal law.

ARTICLE 8 - LEAVES WITHOUT PAY

Section 1. Leave for Graduate Study, Health or Personal Reasons

After three (3) years of service to the employer, any employee may request a leave of absence without pay. The request shall be submitted to the dean and shall include the reason for the request and a proposed plan for the use of the leave by the employee. The dean shall submit the request together with their recommendations to the provost. The provost will forward all submitted materials and recommendations, including their own, to the president who shall, in their discretion, deny the request or approve it upon such terms as/he shall prescribe.

ARTICLE 9 - APPOINTMENTS

Appointments to the university bargaining unit are non-tenure track (non-tenure eligible), tenure track (tenure eligible) and tenured. All bargaining unit classifications and positions will be identified as tenured, tenure eligible (tenure track), or non-tenure eligible (non-tenure track) at appointment. The appointment will lay out the terms and conditions of every bargaining unit appointment in writing before the start of the employment period. This written appointment shall normally be made annually the association will be notified of the employment status (i.e., non-tenure-track, tenure-track, tenured) of all bargaining unit and interim employees hired during the year.

Section 1. Initial Placement

Tenured employees are those who have already received tenure in their position. Tenure eligible classifications are: Classroom Faculty, Librarian, Researcher, and Clinical Educator. All other classifications are Non-tenure eligible. Each newly hired employee shall be assigned according to the criteria listed below. Placement on a salary step within an assigned classification shall be determined by the dean.

Once assigned within an appropriate classification and placed on the salary schedule, the employee will be evaluated according to the methods and criteria outlined in Article 11. In those cases, where an individual's credentials and previous experiences are exceptional, it will be the duty of the dean to determine if and when there should be an early review for rank promotion. The date for an early review will be specifically stated in the new employee's appointment letter.

The criteria listed in this section are minimum standards for each placement. It shall be the goal of the employer to hire individuals with exceptional talents and with the highest qualifications possible.

Technician I - Relevant certification or degree.

Technician II - Baccalaureate degree (or above), advanced certification, or significant relevant experience.

Instructor - Master's degree or relevant professional training.

Assistant Professor - Doctorate or first professional degree or a Master's degree with a minimum of 4 years of experience in field of expertise.

Associate Professor - Doctorate or first professional degree and a minimum of 6 years of exceptional experience in the field of expertise.

Professor - Doctorate or first professional degree, a minimum of 12 years of exceptional experience in the field of expertise, and national recognition in chiropractic education or the field of expertise.

Section 2. Non-Tenure Track Appointments

Technicians and instructors are employees on a non-tenure track (i.e., non-tenure eligible). They are appointed annually, with the percentage of full time (but at least .5FTE) being specified in advance for each quarter or on an annual basis. The appointment letter will specify their FTE and placement at a step level in the respective column in the bargaining unit salary schedule,

taking into consideration such factors as qualifications, experience and the specific job assignment non-tenure track employees will be eligible for benefits as provided for in this agreement, with the exception of sabbatical leaves. Benefits will be prorated and specified in the appointment letter according to the full-time equivalency for that year.

Non-tenure track employees are reviewed relative to their primary work assignment under the relevant provisions of the promotion and evaluation process set forth in this agreement. Non-tenure track faculty shall provide appropriate office hours for students, attend department meetings and participate in specific assigned committees. Instructor appointments shall not be used in lieu of tenure-track appointments or positions. The number (as an algebraic sum of the full time equivalents (FTE) of instructor appointments at any time during a fiscal year shall not exceed 20 percent of the sum of the number of tenure-track (but at least 75 percent of full-time) and tenured faculty employed by the university. In the event that the employer finds it necessary to reduce the number of CHE's available for assignment, tenured and tenure-track faculty shall be assigned work first in order to maintain the level of full time equivalency specified in their contract, so long as they have the qualifications to fulfill the assignment.

Section 3. Tenure Track Appointments

Employees appointed to a tenure track position are considered probationary employees until such time as they achieve tenure. Tenure appointments are reserved for faculty who hold at least a 75 percent appointment, except as provided for in Sections 4 and 5 of Article 12. These appointments represent continuous service to the employer until retirement age, subject to termination for just cause or layoff due to financial exigencies demonstrably bona fide as provided for in Article 12, Section 6. Appointments to a tenure track are normally for one-year, subject to renewal unless notice of termination is given as provided in Article 18, Section 3.

CHART

Classification	Rank Promotion	Minimum Qualifications
Technician	Technician 1	Relevant certification or degree.
	Technician 2	Baccalaureate degree, advanced certification, or significant experience.
Classroom Faculty	Instructor	Master's degree or relevant professional training.
	Assistant Professor	Doctorate or first professional degree (e.g. DC, DO, ND, MD, MLS) or a Master's degree with a minimum of 4 years of relevant experience teaching and/or in the field of expertise.
	Associate Professor	Doctorate or first professional degree and a minimum of 6 years of exceptional experience in teaching and/or field of expertise.
	Professor	Doctorate or first professional degree, a minimum of 12 years of exceptional experience in teaching and/or the field of expertise, and national recognition in chiropractic education or the field of expertise.
Librarian	Instructor	Master's degree in library science.
	Assistant Professor*	Doctorate or a Master's degree in library science with a minimum of 4 years of relevant experience in

Classification	Rank Promotion	Minimum Qualifications
		the field of expertise related to library science.
	Associate Professor*	Doctorate or a Master’s degree in library science and a minimum of 6 years of exceptional experience in the field of expertise related to library sciences.
	Professor*	Doctorate a minimum of 12 years of exceptional experience in the field of expertise, and national recognition in field of expertise related to library sciences.
Clinical Educator	Assistant professor*	Doctor of chiropractic (DC) degree, unrestricted state license(s) in good standing to practice chiropractic with a minimum of 4 years of experience in clinical practice.
	Associate professor*	Doctor of chiropractic (DC) degree, unrestricted state license(s) in good standing with a minimum of 6 years of exceptional teaching experience in clinical education.
	Professor*	Doctor of chiropractic (DC) degree, unrestricted state license(s) in good standing with a minimum of 12 years of exceptional teaching experience in clinical education.
Researcher	Assistant Professor*	Doctorate or first professional degree or a Master’s degree with a minimum of 4 years of relevant experience in research.
	Associate Professor*	Doctorate or first professional degree and a minimum of 6 years of exceptional experience in research.
	Professor*	Doctorate or first professional degree, a minimum of 12 years of exceptional experience in research.

*Indicates tenure track

Section 4. Reclassification.

A bargaining unit member employee may request reclassification at any time based on the work being performed.

ARTICLE 10 - WORKLOAD

The workload for all classification employees except Technicians and Librarians shall include the number of lecture, laboratory, online, and clinic hours, translated into credit hour equivalents (CHE) on a fiscal year basis, and other responsibilities of an academic professional. These other responsibilities include engaging in service, professional development, scholarship and attending required trainings, meetings and an annual university in-service day to be scheduled during the term.

All doctor of chiropractic degree program (DCP) core curriculum, including lecture, laboratory, and clinic courses will be taught by bargaining unit employees so long as there are employees

who have the qualifications to fulfill the assignment. To maintain the level of full time equivalency specified in their appointment, tenured faculty, tenure-track faculty, or instructors, in that order, shall be assigned work first. Non-bargaining unit administrators may teach in the DCP, but their combined annual teaching load may not exceed 42 CHEs of bargaining unit work. Additionally, one non-bargaining unit administrator at each university clinic site may be assigned DC intern supervisory responsibilities. If faculty positions for courses cannot be filled by qualified faculty or administrators, qualified non-bargaining unit employees may be hired.

Laboratory and clinic teaching assistants may not be assigned the role of the lead classroom faculty member or clinical educator for any course of clinic time period. The assigned lead classroom faculty member or clinical educator is expected to be present during all classroom, laboratory, or clinic time. However, the laboratory or clinic teaching assistant may fill in if the lead classroom faculty member or clinical educator is absent on a limited basis.

All employees shall have a primary assignment to one of the university's academic departments in support of the DCP. In situations where an employee has been assigned to more than one department, determination of load shall be on a proportionate basis.

Section 1. Standard full-time instructional assignment

The standard full-time bargaining unit faculty instructional assignment (including non-tenure track employees) shall be 36 to 45 CHE per year. Bargaining unit employees shall not be assigned less than 36 CHE so long as there is work available they are qualified to perform.

Section 2. Lecture hour equivalency for classroom faculty

Each lecture hour per week per term shall equal one CHE.

Section 3. Laboratory hour equivalency for classroom faculty

Laboratory hours shall be evaluated the same as lecture hours for the first scheduled laboratory period per preparation. Thereafter, additional laboratory hours shall equal one half (0.5) CHE or as approved by the dean. However, for DCP instructional employees who are not bargaining unit employees, the calculation of their percentage of full-time for the purpose of determining whether or not they are on an interim appointment as defined in Article 1, Section 13, will be based on each laboratory hour, including the first, being counted as one half (0.5) CHE, except for lead instructors, whose workload will be calculated in the same manner as that of bargaining unit employees.

Section 4. Clinic hour equivalency

Each hour of clinic shift supervision per week per term shall equal 0.4 CHE. The workload calculation for each clinic shift per week per term shall be rounded to the nearest 0.5 CHE.

Section 5. Online Instructional Equivalency

Each credit of an online or hybrid course per term shall equal one CHE.

Section 6. Clinical Educators

A. Full-time clinical educators shall be scheduled up to 28 hours per week for duties related to the provision of education and training to chiropractic students in a clinical setting. Such duties may include clinical training and supervision of chiropractic interns in the course of patient care, (including related recordkeeping, intern interactions, and other clinic related duties.) The remaining hours of the nominal workweek are used for clinical recordkeeping, intern interaction, scholarship, professional development and other activities of a faculty member. 28 assigned hours per week shall be equivalent to 45 CHE.

B. Full-time clinical educators may be assigned classroom teaching when the following provisions are in place: 1. One quarter (term) notice is provided, (unless the clinical educator agrees to waive the notice requirement or the need for the assignment was unforeseeable), 2. The clinical educator has sufficient knowledge of the course content, 3. The interns assigned to the clinical educator are provided a relief clinician to replace the clinical educator such that the original intern / clinician ratio is maintained, and 4. The clinical educator is provided training in all appropriate educational technologies. Time spent performing classroom teaching duties will be converted to CHE as provided in the other sections of this Article and will reduce the workload threshold provided for in Section 6.A.

Section 7. Researchers

The standard full-time research position shall be deemed equivalent to 45 CHE per year.

Section 8. Overload

A. No load will be assigned, unless by mutual consent of the employer and the employee, that exceeds in any one quarter: 18 CHE or 22 contact hours for classroom faculty, 11 CHE or 28 assigned hours for clinical educators, and 35 assigned hours for technicians, researchers, and librarians. Any quarterly assignments beyond these limits must be assigned CHE. Any load that exceeds 45 CHE per year shall be considered an overload. Assignment of an overload can only be made with the mutual consent of the employee and the employer. When this annual credit hour load exceeds 45, overload compensation will be calculated by dividing the number of CHE in excess of 45 by 40 and multiplying this fraction by the then current base annual salary of the faculty member. Compensation for overload will be paid following the last term of the fiscal year. For the purposes of calculating overload, the year begins July 1 and ends June 30. The dean may determine that specific situations justify paying overload compensation earlier.

B. If mutually agreed by the employer and employee, clinical educators may provide leave coverage for clinic shifts in excess of their normally assigned workweek (in excess of 28 assigned hours.) Classroom faculty and other qualified employees may also provide leave coverage for clinic shifts at the discretion of the Vice President of Clinics. The rate of pay for these hours of leave coverage will be calculated using the formula below:

$$\text{Hourly pay} = \text{Annual Salary} \div (35 \text{ hours/week} \times 52 \text{ weeks})$$

Compensation for clinic shift leave coverage will be paid during the pay period at the end of the month during which the work was assigned.

Section 9. Special Assignments

The following special assignments or activities shall be counted as part of a faculty workload as follows:

President of the Faculty Association = 1 CHE/quarter
Course Liaison = 0.5 CHE/course

Course liaison is defined as the individual charged with oversight and coordination of a course when multiple faculty members are assigned to teach a single course (shared course model). The liaison will receive 0.5 CHE in addition to the CHE as defined in Article 10 sections 2 and 3. Other faculty teaching in this shared model will be assigned CHE as defined in Article 10 Sections 2 and 3.

Section 10. Other CHE designations

In addition to the standard CHE provided for in Sections 2, 3, and 5 of this Article, a faculty member will receive 0.5 CHE per lecture hour (for lecture courses) or 0.5 CHE per lab hour for the first scheduled laboratory period (for lab courses) for one, and only one, of the following reasons:

- A. Teaching a lecture or lab course for the first time;
- B. Teaching a course with content or pedagogy that has changed by more than 25% from the prior term. (To qualify for the 0.5 CHE based on a change to the course as provided in this Section, the curriculum committee and the dean must give prior approval for the change); or
- C. Converting an existing course to online or hybrid delivery (with approval from the dean).

In each of the above scenarios the 0.5 CHE per lecture or lab hour will be given in the quarter prior to teaching the course unless the reason for the additional CHE not foreseeable in the quarter prior. Where the additional CHE was not foreseeable in the prior quarter, it will be applied in the quarter in which the class is taught. Certain faculty contributions that cannot be evaluated for CHE as otherwise provided for in this Article (e.g., research, scholarship, CSPE protocol, special committee work, projects or programs) may have a designated CHE value specified in writing if the assignment is mutually agreed upon by the bargaining unit employee and the dean.

Section 11. Nominal workweek

The university workweek is 37.5 hours. Full-time employees, except those itemized in Section 14 of this article, are covered. Employees are expected to commit their fulltime energy and expertise to their duties (including CHE and other professional activities) expecting that the week to week ebb and flow may vary in terms of hourly commitment, but shall average a minimum of 35 hours per week. Employees should expect to be available up to 35 hours a week with advance notice if the needs of the university require that level of on-campus availability. Notice will be consistent with the expectations for the individual classification.

Section 12. Normal schedule

Clinic and classroom and research faculty may be scheduled for up to five workdays per week. The dean may schedule classroom and research faculty between the hours of 7:00 A.M. and 6:00 P.M. Any teaching assignment earlier than 7:00 A.M. or later than 6:00 P.M. requires mutual agreement between the employer and employee. The Vice President of Clinic Affairs may schedule clinical educators between the hours of 7:00 A.M. and 7:00 P.M. Any assignment earlier than 7:00 A.M. or later than 7:00 P.M. requires mutual agreement between the employer and the employee. In scheduling clinical educators, the daily work schedule shall include no more than a two-hour break during mandatory hours.

Section 13. Part-time CHE equivalency

Part-time classroom faculty will be employed on a pro-rata basis using 40 annual CHE as a base. Part-time clinical educators will be employed on a pro-rata basis using 45 annual CHE as a base.

Section 14. Technicians and Librarians

Technicians and Librarians shall be scheduled a minimum of 35 hours per week, and the workweek may be performed in accordance with any schedule approved by the appropriate administrator. The workweek will be deemed equivalent to 44 CHE. These employees, when

employed on a part-time (but at least 50 percent) annual contract shall have a workweek equal to 35 hours times the percentage specified in their individual contract.

Section 15. Contract work

The employer contracts or subcontracts work ("contract work") outside the core curriculum of the DCP. Nothing in this agreement prevents or precludes an employee from applying for, accepting or declining such contract work, and nothing in this agreement prevents or precludes the employer from awarding this contract work to an employee. The employer will comply with any tax law and rules regarding necessary tax withholdings and reporting requirements. Any contract work awarded to an employee shall be paid based on a rate mutually agreed upon by the employer and employee, except as outlined below. All such contract work awarded to an employee is independent of the employee's regular bargaining unit workload or assignment, and shall not be subject to any other terms of this agreement with the express understanding that compensation paid in connection with contract work shall not be included for purposes of calculating employer's retirement plan contribution obligations.

If mutually agreed, the employer and employee may award CHE rather than supplementary pay for contract work outside the core curriculum of the DCP. Clinical outreach work performed outside of the normal work hours of clinical educators shall be compensated at \$30/hour unless waived by the employee.

ARTICLE 11 - PROMOTION AND EVALUATION

Section 1. Expectations of Employees

All employees are expected to maintain a satisfactory level of performance in the following domains (as applicable to their faculty role): classroom teaching, clinical teaching and other educational responsibilities, and service and scholarship

Evaluation of faculty for rank promotion and tenure is principally based on performance within these domains and the criteria in the relevant job description.

Section 2. Promotion and Evaluation (P&E) Committee

A. Membership and Term

1. The P&E Committee shall be comprised of five members, two selected by the dean of the DCP, two selected by the association, and one selected by the other four committee members.
2. All committee members shall be full-time tenure-track or tenured employees who hold faculty rank unless otherwise mutually agreed by the association and the dean.
3. The committee shall appoint a chair.
4. Committee members shall serve a three-year term.
5. To ensure continuity of committee work no more than two members will be rotated in a given year.
6. Appointments to the committee shall be made no later than the month of October of each year.

7. If one of the members of the P&E Committee is being evaluated by the committee, they shall recuse themselves during those proceedings and shall be replaced for that purpose by an alternate member. The alternate member will be selected in the same manner as the recused member and whenever possible shall be a person who has recently served on the committee.
8. Vacancies will be filled for the remainder of any term in the same manner in which the vacating member was appointed.

B. Function

1. The P&E Committee shall evaluate bargaining unit employees only and make recommendations to the dean concerning evaluation pay increase and rank promotion. Evaluation pay increase outcomes and rank promotion may occur in the same review cycle but the evaluations will be conducted separately and independently.
2. In the event that an employee is applying for evaluation pay increase and rank promotion at the same time, they may not receive both evaluation pay increase and rank increase. If they are promoted, only the promotion increase will be applied. If promotion is not granted, but evaluation pay increase is approved, the employee will receive the evaluation pay increase. Those faculty members who possess academic rank but have administrative titles (e.g. assistant/associate dean, dean or vice president) will not be evaluated by the P&E Committee.
3. The P&E Committee shall evaluate all applicants and make recommendations to the dean concerning faculty tenure appointments.
4. The P&E Committee shall keep confidential all proceedings of the committee in assessing and evaluating bargaining unit members and shall not disclose information regarding individuals except as explicitly provided for in this Article.
5. The employer shall de-identify and make available evaluation pay increase decisions to the P&E committee chair. The P&E committee chair shall provide the de-identified evaluation pay increase decisions from the employer and the de-identified evaluation pay increase recommendation to the executive committee of the association.

Section 3. Documents for P&E evaluation

A. Professional Development Plan (PDP)

During winter term at the beginning of each two or three-year review period, the employee shall collaborate with their immediate supervisor and the dean to develop a professional development plan (PDP), mutually agreeable to these parties, that sets expectations and provides direction and guidance for employee professional development that can be measured at the next evaluation. This PDP shall be reasonable in terms of expectations of achievement in the context of the employee's workload. The PDP will establish priority categories for evaluation, to be indicated by a percentage. The PDP will address teaching (classroom or clinical), other educational responsibilities, service and scholarship areas. In recognition of the dynamic nature of professional development and personal and institutional objectives, the PDP may be modified at any time by mutual agreement of the employee, immediate supervisor, and dean. Applicants for evaluation pay increase or rank promotion that have previously been identified as below

“meets expectations” in any of the evaluation categories must address these deficiencies in their PDP.

The P&E Committee shall consider the PDP as part of the materials reviewed and used for making recommendations. The dean shall base their assessment on the evidence supporting the achievement of the PDP’s expectations. The outcomes of the PDP evaluation shall be incorporated into the evaluation pay increase and/or rank promotion process.

B. Faculty Assessment Form (FAF)

The University will collaborate with the executive committee of the association to develop, review and revise as necessary, the evaluation procedures and the FAF by which to objectively evaluate candidates for evaluation pay increase and rank promotion in developing forms and procedures. The FAF will contain the summary report of the employee contributions. The FAF will be mutually agreed upon by the association and the VPAA or their assignee.

Section 4. Procedure for Submission of Evaluation Materials to the P&E Committee

1. Employees will complete a FAF documenting the level of performance of their principal job duties, service, and scholarship by January 10 following the conclusion of the evaluation period. The FAF is submitted to the chair of the P&E committee.

Principal job duties will be evaluated by scoring performance in a variety of categories relevant to their duties detailed in the FAF. A numerical score will be calculated based on level of performance of their principal job duties and entered into the employee summary report section of the FAF.

Service will be evaluated by enumerating service contributions (e.g. committee leadership and service, service to external agencies, advisory relationship to student groups). A numerical score will be calculated based on number of contributions and entered into the employee summary report section of the FAF.

Scholarship will be evaluated by enumerating scholarship contributions (e.g., publication, external peer review of lecture content, CSPE authorship). A numerical score will be calculated based on number of contributions and entered into the employee summary report section of the FAF.

2. The employee will incorporate documentation of achievement of PDP expectations via the FAF to their supervisor by January 10.
3. Employee supervisors will complete an assessment of the employee using the FAF with the summary report. The employee must acknowledge the supervisor FAF by signature. The employee’s signature on the supervisor FAF confirms that they have been provided the supervisor FAF but does not indicate approval.. During this process, the employee and supervisor may meet to discuss areas of uncertainty or disagreement. The immediate supervisor will submit the employee FAF, the supervisor FAF, and the PDP to the chair of the P&E committee by February 10.

Section 5. Determination of Evaluation Pay Increase

A. Criteria for Evaluation Pay Increase

1. Tenured employees are formally evaluated every three years. All other bargaining unit employees are formally evaluated every two years.
2. To be eligible for review, new employees must have been employed for 18 months by December 31 of the current academic year.
3. A tenure-track employee is eligible for a pay increase at the end of the two-year evaluation cycle if the employee demonstrates progress toward promotion.
4. A tenured bargaining unit member is eligible for a pay increase at the end of the three-year evaluation cycle if the member demonstrates continued professional development and improvement.

B. Process for Evaluation Pay Increase

1. The P&E committee will review the employee FAF, supervisor FAF and the PDP.
2. The P&E committee will vote by secret ballot whether to recommend evaluation increase based on the materials.
3. The FAF documents, PDP, and the recommendation of the committee will be submitted to the dean by May 1.
4. The dean will submit the FAF documents, PDP, and the recommendation of the P&E committee, along with their own recommendation to the VPAA/Provost.
5. The VPAA/Provost will review all the materials presented and meet with the dean and/or P&E committee if necessary.
6. The administration will determine whether the employee has met the criteria for the evaluation pay increase. The President retains the ultimate authority to grant pay increases, rank and tenure. The expectation is that all employees who meet the criteria as determined by the President or their designees will receive a pay increase, barring substantial financial hardship, including a shortfall of revenue within the Chiropractic program.
7. If the President deems it necessary to deny pay increases based on substantial financial hardship, the decision will apply to all those eligible for the increases. If evaluation pay increases are denied due to substantial financial hardship, the President will provide the association with financial documentation demonstrating the basis for the denial. Any bargaining unit member whose pay increase has been denied under this section will receive the increase in the following year, subject to the President's authority to determine whether a substantial financial hardship continues to exist.
8. The annual salary for employees granted an evaluation pay increase will increase by \$2,400, effective the first full pay period after July 1. The University will advise the employee of the final decision by June 30.

9. If areas of deficiency in employee performance that prevented the employee from receiving the evaluation pay increase are identified by the administration, the employee and their supervisor will be provided with a written description and explanation of the deficiencies by June 30.

Section 6. Rank Promotion

Employees will be considered for rank promotion upon their request or upon recommendation by their supervisor or the dean. There are no prescribed application materials for candidates applying for rank promotion. The candidate is expected to collect and organize application materials that demonstrate evidence they meet or exceed specific criteria for rank promotion.

A. Standards for Academic Rank Promotion

The following minimum standards will be applied in evaluating performance for the purpose of recommending promotion to the respective rank:

Technician II – Baccalaureate degree or other appropriate degree or certification for the discipline; a minimum of three years at rank of technician I.

Instructor – Master’s degree or other appropriate degree or certification for the discipline; demonstrated or presumptive teaching ability.

Assistant Professor – Master’s degree in a discipline appropriate to the primary assignment; a minimum of three years at the rank of instructor and four years total in field of expertise.

Promotion to the rank of assistant professor requires:

- a. teaching excellence
- b. quality patient care, if applicable
- c. evidence of service to the university

Associate Professor – Master’s degree in a discipline appropriate to the primary assignment; a minimum of six years at the rank of assistant professor in the employ of the university.

Promotion to the rank of associate professor requires:

- a. teaching excellence
- b. quality patient care, if applicable
- c. significant service to the university
- d. evidence of scholarship and professional development
- e. significant professional achievement for researchers

Professor – Terminal degree or first professional doctorate in a relevant discipline; a minimum of six years at the rank of associate professor in the employ of the university.

Promotion to the rank of professor requires:

- a. consistent teaching excellence
- b. consistent quality patient care, if applicable
- c. significant scholarship and professional development
- d. outstanding scholarship and professional development for researchers
- e. outstanding service to the university
- f. national recognition in chiropractic education or field of expertise as defined in evaluation criteria

B. Procedure for Promotion in Rank

The Chair/supervisor, P&E Committee, dean, VCAA/Provost and president will apply criteria objectively in reviewing employees. Criteria will be applied in accordance with this procedure:

1. Review of bargaining unit employees for rank promotion originates with the employee's application to the committee. Candidates must submit application materials to the department chair/supervisor and the P&E Committee chair by January 11. Chairs/supervisors must submit candidate evaluations to the P&E Committee chair by February 11.
2. After determining that the applicant meets the minimum standards for rank promotion, the P&E committee shall evaluate the applicant's candidacy using the established criteria.
3. The P&E committee shall vote by secret ballot and submit the applicant's file and the results of the ballot to the dean with its recommendation by May 1.
4. The dean shall submit all application materials, the department chair/supervisor and P&E Committee evaluations and the P&E Committee recommendation to the provost along with their evaluation of the candidate.
5. The provost shall review all the material presented, and meet with the committee and the dean if deemed necessary. Following review of the materials, the provost will forward all submitted materials, evaluations and recommendations, including their own, to the president.
6. Rank promotion requires approval by the president. The president will advise the employee and the P&E Committee chair of the action taken. Such notice will include reason(s) for the decision and will be made no later than June 30.
7. If there are areas of performance deficiency identified during the evaluation process that should be addressed in the employee's PDP, the dean shall identify these deficiencies to the employee and their chair/supervisor.

C. Salary for Promotion in Rank

1. Rank promotion will result in an automatic salary:
 - \$4,000/year salary increase for instructor to assistant;
 - \$7,000/year salary increase for assistant to associate;
 - \$9,000/year salary increase for associate to professor.
2. When promotions coincide with the end of an evaluation cycle, bargaining unit members being promoted would not be eligible for an evaluation pay increase.
3. Salary adjustments for promotion are based on a standard full-time bargaining unit faculty instructional assignment, a full-time chiropractic clinical educator load, or a 1.0 FTE for librarians and technicians. Employees that work less than full-time will have their rank pay increase prorated at the time of the promotion. For the purpose of this section, full-time will be based on 40 annual CHE for faculty, 28 assigned hours per week for clinical educators, and 35 assigned hours per week for librarians and technicians.

Evaluation Pay Increase and promotion salary increases will be effective the first full pay period beginning after July 1.

ARTICLE 12 - TENURE

Tenure is an academic status awarded to eligible employees, following a probationary period of employment, that establishes the employee's right to employment from year to year until such time as the employee resigns, or retires, is discharged for cause (Article 18), or is terminated pursuant to a reduction of personnel necessitated by bona fide financial exigency of the Employer, as defined in Section 6 below.

Section 1. Tenure Application and Consideration

A. The standard for granting tenure shall be six years of continuous satisfactory (tenure-track) service. The employer reserves the right to grant a faculty member tenure prior to this standard. For employees who entered the tenure-track after being employed in some other capacity at the university, no credit is granted towards the required six years of tenure-track service for the prior employment service.

B. Candidates for tenure will be evaluated for overall contributions throughout the length of their tenure-track employment in the areas of (1) teaching effectiveness (or equivalent educational service); (2) quality of patient care/clinical practice development, if applicable; (3) service to the university; (4) scholarship; and (5) professional achievement (. A candidate for tenure will be evaluated for past, present, and the potential for future achievement. Expectations for achievement in these categories may be adjusted by the evaluators in consideration of the candidate's primary responsibilities. Evaluators will consider input from the candidate's supervisor evaluation and recommendation, evaluations from the chairs of committees that the candidate sits on, student evaluations, and material submitted by the candidate themself.

C. Candidates for tenure shall submit copies of their curriculum vitae and any other related materials to their supervisor and to the P&E Committee chair by January 10. Candidates are encouraged to submit an accompanying narrative discussion of accomplishments. Letters of recommendation and/or peer evaluation as well as other supportive materials (e.g., copies or articles, books, commendations) that apply to the review may be included.

D. The decision to grant tenure is made by the president after consultation with the provost, dean, appropriate supervisor, and the P&E Committee.

Section 2. Timeline for Tenure Process

A. On or before October 1 of the sixth year of employment, the dean will notify the faculty member of their upcoming tenure evaluation. For employees hired in mid-academic year, the duration between the date of initial appointment and the end of the academic year shall be considered as a full year for purposes of counting years of eligibility towards tenure as long as the duration is six months or longer. If the duration is less than six months, then time served towards tenure qualification will commence with the next academic year.

B. By January 10, candidates for tenure shall submit copies of their curriculum vitae and any other supporting materials to the P&E Committee chair and to their department supervisor. Supervisors must submit candidate evaluations to the P&E Committee chair by January 31.

C. The recommendation for or against tenure the P&E Committee shall be determined by secret ballot and submitted to the dean by May 1, along with all supporting materials.

D. The dean shall review all the material presented and meet with the evaluators if deemed necessary. The dean shall forward all submitted materials, the supervisor and P&E Committee evaluations and the P&E Committee recommendation to the provost along with their evaluation and recommendation. The VPAA/provost will review the materials and forward all submitted materials, evaluations and recommendations, including their own, to the president.

E. The president shall review all the material presented, and meet with the committee, the provost and dean if deemed necessary. The president will advise the employee and the P&E Committee chair of the action taken. Such notice will be made no later than June 30.

Section 3. Denial of Tenure

If the decision of the president is to deny tenure to the applicant, pursuant to the termination procedure in Article 18, Section 3, written notice of termination shall be given on or before June 30 and be effective as of June 30 of the following year.

Employees denied tenure may appeal the decision to a tenure appeal board consisting of the provost, the dean, the employee's supervisor, and a P&E Committee member. An appeal must be made within 30 days of notification of tenure denial. The tenure appeal board must send its recommendation to the president within 30 days of the appeal date and the president must make a final decision within seven days of receiving the recommendation of the tenure appeal board.

Section 4. Voluntary Reduction in Contract Percentage of Tenured Employees

Employees who have achieved tenure during full-time service may be permitted, by mutual agreement between the employee and employer, to reduce their contract percentage to part time, but not less than 50 percent. Under these conditions, such a faculty member would retain tenure status, in a part time position. Any change in percentage of employment would require mutual agreement between the employer and employee, with no assurance that the employee, once becoming part time, would be permitted to return to full time. Benefits will be adjusted accordingly.

Section 5. Reductions in Workload of Tenured Employees

Tenured faculty members whose appointments are reduced to less than 75 percent due to lack of available work (as per Article 10, Section 1) shall retain tenure status as long as their appointment remains at least 50 percent. Benefits will be adjusted accordingly.

Section 6. Layoffs of Employees Due to Financial Exigency

Financial exigency is defined as financial problems so severe that the university's ability to maintain its operations at an acceptable level of quality is threatened. In the case of layoffs due to financial exigency, non-tenured employees will be discharged before tenured employees, and lower academic-ranking tenured employees will be discharged before higher-ranking tenured employees with similar responsibilities.

ARTICLE 13 - WAGES

Section 1. Salary Schedule

The bargaining unit salary schedule appears in Appendix A.

University of Western States – Collective Bargaining Agreement
July 1, 2021 – December 31, 2024

On July 1, 2021, employee salaries and the salary schedule will be adjusted based on the 2020 annual percentage increase of the Pacific CPI-U. The increase will be no less than one-half percent (0.5%) and no more than two and one-quarter percent (2.25%).

On July 1, 2022, employee salaries and the salary schedule will be adjusted based on the 2021 annual percentage increase of the Pacific CPI-U. The increase will be no less than one-half percent (0.5%) and no more than two and one-quarter percent (2.25%).

On July 1, 2023, employee salaries and the salary schedule will be adjusted based on the 2022 annual percentage increase of the Pacific CPI-U. The increase will be no less than one-half percent (0.5%) and no more than two and one-quarter percent (2.25%).

On July 1, 2024, employee salaries and the salary schedule will be adjusted based on the 2023 annual percentage increase of the Pacific CPI-U. The increase will be no less than one-half percent (0.5%) and no more than two and one-quarter percent (2.25%).

The increases provided for in this section will take effect the first full pay period following July 1.

Section 2. Overload Calculation

Overload, as defined in Article 10 shall be compensated at a rate based upon the number of overload CHE as a percentage of 40 CHE as a base.

Section 3. Class Size Bonus

In lecture classes where the enrollment exceeds 60 students, the bargaining unit faculty member shall receive a bonus per lecture CHE as determined by the following table:

61 - 80 students	=	\$30/lecture hour (CHE)/qtr.
81 - 100 students	=	\$50/lecture hour (CHE)/qtr.
101 - 120 students	=	\$70/lecture hour (CHE)/qtr.
121 - 140 students	=	\$90/lecture hour (CHE)/qtr.
141 and up	=	\$110/lecture hour (CHE)/qtr.

ARTICLE 14 - BENEFITS

The employer will provide the minimum benefits listed in this agreement and may, at its discretion, provide benefits that exceed those listed.

Section 1. Disability Insurance

Employer will offer long-term disability coverage for all employees. Employer will pay the premium for all bargaining unit employees who elect such coverage. Refer to the Summary Plan Description.

Section 2. Life Insurance

A. The employer shall provide life insurance for the employee with a benefit up to \$50,000. The employer will pay the employee's premium.

B. The employer shall offer employees the option for dependent life insurance coverage at the employee's expense up to \$2,000 per dependent.

Section 3. Retirement Plan

A. Employees are eligible to participate in the employer’s 403(b) retirement plan after one year of employment. Eligible employees must make a minimum one percent (1%) contribution to their retirement. Employer will match the employee contribution up to a maximum of ten percent (10%). Refer to the Summary Plan Description.

B. Any bargaining unit employee meeting the eligibility requirements may apply for early retirement.

Section 4. Health Insurance

A. The employer will provide a basic health insurance program offering the following health coverage to all employees:

- Medical
- Dental
- Vision

The coverage effective date is the first month following the employee’s date of hire. See Summary Plan Description for Details.

B. Employer will pay the equivalent of the employee-only base health premium for the coverage periods covered by the contract.

The premium for this coverage is based on full-time employment. Therefore, part-time employees pay the remaining premium to receive coverage. The employee may elect to add at their own expense, their spouse, domestic partner and/or dependents.

C. If the employer determines the basic health insurance premium increases for any renewal period of the contract will be equal to or greater than eight percent (8%), then the employer has the right to re-open the contract on a limited basis with negotiations limited to the provisions governing medical, dental, and vision plans. No other provisions of the contract would be re-opened.

D. If an excise tax, pursuant to Internal Revenue Code section 4980I, is projected to be imposed on the group health plan coverage provided by the employer, during any tax year beginning after December 31, 2017, then the employer has the right to re-open the contract on a limited basis with negotiations being limited to the provisions governing medical, dental, and vision plans. No other provisions of the contract would be re-opened.

Once it becomes known that the group health plan will become subject to this so called “Cadillac Plan” excise tax, the parties agree to negotiate in good faith to modify the plan in order to prevent the triggering of the excise tax. The employer has the right to implement plan changes necessary to avoid the excise tax if negotiations have not been completed and the window for enrollment is closing, provided that negotiations will continue after implementation.

Section 5. UWS Clinics

Retired employees and their immediate family may access the UWS clinics as patients using the same fee schedule as employees (e.g. co-pays and costs for additional services).

Section 6. Tuition Benefits

Tuition assistance to complete college-level courses or degree programs at the university or at other accredited institutions will be available to bargaining unit employees subject to the terms

stipulated in university policies. All employer sponsored seminars (including diplomate programs and homecoming) will be open to employees without charge, subject to the following guidelines:

A. If the seminar occurs during the employee's normal working hours, does not interfere with the employee's regular job duties, and no additional expense is incurred by the employer in fulfilling the employee's duties, the employee may attend without loss of pay. However, if the seminar occurs outside the employee's normal working hours, no additional pay or compensatory hours will be received.

B. If the employee wishes to utilize materials available at the seminar which involve increased costs to the employer, the bargaining unit employee bears the cost of the materials. Employer may limit the number of attendees and determine which employees may attend.

C. Re-licensure credit will be given where appropriate with no limit to the number of hours applied per year. Faculty will be required to pre-register for programs and to complete all usual attendance records at the seminars. Failure on the part of the bargaining unit employee to do so will result in no credit granted by employer.

ARTICLE 15 - MALPRACTICE INSURANCE

The employer will provide malpractice insurance coverage for clinical educator employees who provide patient care in the course of their employment. The minimum coverage will be \$1,000,000 per claim and \$1,000,000 aggregate.

ARTICLE 16 - WORKER'S COMPENSATION

Section 1. According to Oregon worker's compensation dictates, employers will provide bona fide worker's compensation insurance for its employees.

Section 2. In compliance with applicable law, the Employer, University, and the Union shall work together to provide that employees with accepted workers compensation covered injuries do not suffer a loss in pay as a result where sick leave or other benefits can be applied.

ARTICLE 17 - COMPLAINTS AGAINST EMPLOYEES

Section 1. If a complaint is filed against an employee, the employee has the right to request the presence of an association representative during an investigatory interview that may lead to discipline.

Section 2. No complaint against an employee will be included in the employee's personnel file unless such complaint results in discipline or unless a complaint is accompanied by a report of an investigation and the employee is notified.

Section 3. The employer recognizes its obligation concerning privacy and disclosure responsibilities about complaints against employees.

ARTICLE 18 - DISCIPLINE AND TERMINATION

Discipline refers to the imposition of some type of sanction, up to and including termination, of an employee. Termination refers to the dissolution of the employment relationship between the

employee and the university. Termination may be initiated by the employee (i.e., resignation or retirement), by the university, or by mutual agreement.

Section 1. Discipline

The employer has the right to discipline employees as follows:

- A. Progressive disciplinary action shall normally include the following: oral reprimand, written reprimand, warning, suspension without pay, and discharge.
- B. Warnings or progressive discipline shall not be required prior to a discharge when an employee is guilty of gross misconduct.

Section 2. Termination of Non-Tenure Track Employees

Non-tenure track employees hold the rank of technician I, technician II, or instructor. Non-tenure track employee contracts may be renewed at the sole discretion of the employer, with 90 days' notice required from either party of intent not to continue the employment relationship. Should the employer desire to relieve the employee of employment prior to the effective date required by notice, the employer shall provide the employee with compensation equivalent to the salary and benefits through the remaining days of notice.

Section 3. Termination of Tenure-Track Employees

Tenure-track (tenure eligible) employees are non-tenured employees with the rank of assistant professor, associate professor or professor. A tenure-track appointment is a full-time or part-time appointment meeting the criteria for inclusion in the bargaining unit that is subject to termination as set forth below. The employer may, for any cause it may deem sufficient, refuse to renew the contract of any tenure-track employee.

- A. During the first three years of tenure-track employment, written notice shall be given at least 90 days prior to the effective date of termination. Should the employer desire to relieve the employee of employment prior to the effective date required by notice, the employer shall provide the employee with compensation equivalent to the salary and benefits through the remaining days of notice.
- B. During the fourth, fifth or subsequent years of tenure-track employment, written notice shall be given at least 180 days prior to the effective date of termination. Should the employer desire to relieve the employee of employment prior to the effective date required by notice, the employer shall provide the employee with compensation equivalent to the salary and benefits through the remaining days of notice.
- C. Following review for tenure (during the sixth or the beginning of the seventh year), written notice shall be given on or before June 30 and be effective June 30 of the following year. This written notice shall include the reason(s) for termination. The association agrees that such written notice, including the reason(s) for termination, is provided for the personal information of the terminated faculty only, and shall not be used by the terminated faculty member and/or the association in any complaint, protest, or appeal.
- D. Termination by the employer of a faculty member in a tenure-track appointment is not subject to grievance procedures. Nothing in this agreement shall be construed to abrogate a terminated tenure-track faculty member's rights to seek redress in the courts on the basis that the termination was contrary to federal or state law.

E. Notwithstanding anything herein to the contrary, on the initial employment of the employee, the appointment may be terminated at the end of, or during the first academic term of service without notice, at the discretion of the employer.

F. Tenure-track employees employed less than 75 percent time continue as probationary employees (beyond the six years) unless terminated as set forth in paragraph B above.

Section 4. Termination of Tenured Employees

The employer shall not discharge any tenured employee without cause, except as provided for in Article 12, Section 6. The employee and the association will be notified in writing when the employee is subject to discharge.

The association shall have the right to take up the discharge of a tenured employee as a grievance at step III of the grievance procedure and the matter shall be handled in accordance with the procedure. To be timely, a discharge grievance must be presented to the president at step III in writing within five calendar days of the discharge or the grievance will be waived.

If all charges against a discharged employee are found to be without merit and the employee has engaged in no wrongdoing, the employee will be reinstated with full compensation for all lost time and with full restoration of other rights and conditions of employment.

Section 5. Removal of Administrative Duties

Department chairs within the bargaining unit serve at the pleasure of the dean. They may relieve employees of their administrative duties at any time without cause. An employee who has been removed from an administrative position will retain their academic rank and their tenure-track or tenured appointment as described in Article 9, Section 3 or Article 12.

Section 6. Notice to Employer of Voluntary Termination (resignation or retirement)

An employee shall provide the employer written notice 90 days prior to voluntary termination. Classroom faculty shall designate their voluntary termination to coincide with completion of an academic term. If the required notice is not provided the employee will forfeit compensation due for either their unused accrued vacation leave or the succeeding term break unless the notice period is waived by the employer.

ARTICLE 19 - SETTLEMENT OF DISPUTES

Section 1. Need for Orderly Resolution of Grievances

The employer and the association recognize the need to provide for the orderly resolution of any grievance arising out of an alleged violation of this agreement. No employee shall be set apart or treated differently for having chosen to use the procedures for resolution of grievances and the procedures shall not be used for the purpose of harassment.

Section 2. Definitions

A. A "grievant" is an employee who initiated a grievance. More than one employee may join in a grievance. The association may be a grievant.

B. A "grievance" is a complaint alleging a violation of the agreement. The term "grievance" shall not include and this grievance procedure shall not apply to proceedings for dismissal of non-tenure-track and tenure-track employees.

C. “Day” shall be defined as a calendar day. In the event the last day of the grievance timeline falls on a weekend or recognized holiday, the grievant shall have until the following regularly scheduled work day to file the grievance.

Section 3. Procedural Rules

A. The number of days indicated at each level should be considered maximum and every effort should be made to expedite the process.

B. In setting hearing/meeting times, the dates for notification and response may be extended to reasonably accommodate the unavailability of the employee, the association, or the employer. Changes shall be codified in writing and agreed upon by both parties.

C. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a decision to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

D. The employer will cooperate with the grievant and the association in the investigation of any grievance, and will furnish the association with such relevant, necessary and readily available information to perform its obligation under the National Labor Relations Act.

E. Except as otherwise provided by law, an employee shall invoke and exhaust the grievance procedure remedies before resorting to any other judicial or administrative remedies for the conduct complained of, and failure to do so shall preclude resort to such other remedies. Such invocation and exhaustion of remedies requirement does not apply to employee rights specifically conferred by statute or administrative regulations, such as non-discrimination.

F. Each party shall take and keep their own minutes, and are responsible for maintaining their own grievance file. The cost of records or transcripts shall be borne by the party requesting the same, provided that if both parties make the request, the cost shall be divided equally.

G. Any grievance based upon an occurrence which is not under the jurisdiction of an immediate superior shall be presented to the appropriate administrative authority. Subsequent proceedings shall be conducted at levels appropriate to the administrative level of such authority and levels appropriate to subordinate shall be bypassed.

H. All grievances shall be processed on the attached forms. (See Exhibit III)

I. The employer may object to any written grievance that does not state facts constituting a violation of a provision of this agreement. The employer does not waive its right to objection to such omission by participating in the grievance process.

J. Any grievance based on an occurrence during the life of this agreement shall be processed to its conclusion by the procedures of this agreement regardless of the termination of this agreement and/or beginning of another agreement.

K. Any agreement reached by the employer and the association through the grievance procedure shall be final and binding on the grievant, the association, and the employer.

Section 4. Grievance Procedure

A. Level I - Immediate Supervisor

Informal Phase

Each grievance shall be taken up with the employee's immediate supervisor within 25 days of the occurrence of the event giving rise to the grievance or it will be deemed waived. In the event the grievant did not have knowledge thereof, then a grievance shall be taken up with the employee's immediate supervisor within 25 days from the date and time such event should have reasonably been known to the grievant or it will be deemed waived.

The grievant shall meet with the immediate supervisor and attempt to resolve the grievance. Each side will keep a record of the meeting(s) at the informal phase. If the grievance is not resolved, the grievant must submit the grievance to the formal phase within seven (7) days following the informal meeting or the grievance will be deemed waived.

Formal Phase

Step 1 - The grievant shall submit, on the proper form, a statement of the grievance and submit it to the immediate supervisor, dean and the association. The immediate supervisor shall prepare a written statement of response within seven days.

Step 2 - If the grievant does not consider the decision acceptable, the grievant may, within seven days of the decision, file an appeal, in writing to the dean. This appeal shall set forth the grounds upon which the grievance is based, and the reasons why the grievant considers the decision rendered at level I unacceptable. Copies of the decision and statement of reasons from step 1 above shall be filed with the appeal.

B. Level II - Dean

Step 1 - Within 15 days after receiving the appeal request, the dean or their designee shall conduct a hearing in which the parties to the dispute may present their respective positions on the matter. At least five days prior to the date of the hearing, the parties shall mutually agree to the time of the hearing. Such agreement shall be confirmed in writing.

Step 2 - Within seven days following the conclusion of the hearing, the dean or their designee shall communicate, in writing, their decision, along with the supporting reasons thereof, to the parties involved.

C. Level III - Federal Mediation and Conciliation Service (FMCS)

If the association is not satisfied with the decision of the dean at level II, the association may appeal to level III (FMCS). Such appeal shall be in writing and shall be filed with the provost within seven days of the decision at level II. FMCS shall be urged to set a meeting within 15 days. The parties will make good faith efforts to resolve the grievance through a meeting with an FMCS mediator.

D. Level IV - Advisory Arbitration

If the association is not satisfied with the decision of the employer at level III, the association may appeal to level IV (advisory arbitration). Such appeal shall be in writing and shall be filed with the provost within 10 days of the decision at level III. The parties may mutually agree upon an arbitrator. If the parties are unable to agree upon an arbitrator, either party may request the FMCS submit a panel of impartial arbitrators and the parties shall select an arbitrator from such panel by alternate striking of names. The party to strike the first name shall be determined by lot. The arbitrator shall schedule a hearing within a reasonable time. The parties may submit their respective cases to the arbitrator. The arbitrator shall render a decision in writing and that

decision may be accepted or rejected by either party. The employer and the association shall divide the cost of the arbitration equally. Each party shall bear the expense of preparing and presenting its own case, including witnesses.

E. Level V - President

Either party may appeal the arbitrator's decision to the president of the university. The decision of the president will be final subject to appeal to the courts as hereinafter provided. Such appeal shall be taken by filing a written appeal with the president within 10 days of the receipt of the arbitrator's written decision in level IV. Within 10 days of receipt of such written request or within such other time as the parties shall mutually agree, the president or their designee shall hold a hearing. The president shall issue a written decision in writing no later than 10 days from the date of the close of the hearing.

The decision of the president shall be final and binding on all parties unless the association appeals the matter to a court of competent jurisdiction within 45 days from the date the arbitrator issued the advisory opinion. If the matter is appealed to a court, the employer and the association agree that the decision of the arbitrator is not admissible since it is advisory only and considered by the employer and the association to be a form of mediation.

F. Option for Binding Arbitration

Although binding arbitration is not a requirement of the grievance procedure, the president of the university, or their designee and the president of the association or their designee may mutually agree to take the grievance to binding arbitration at any step in the grievance process. If the grievance is moved to binding arbitration, the following will apply:

1. The arbitrator shall not have the authority to modify, amend, add to, alter or detract from the provisions of this agreement, or to impose any obligation on the association or the employer not expressly agreed to by the terms of this agreement.
2. In suspension or discharge cases submitted to arbitration where the arbitrator finds the suspension or discharge unjustified, the amount of payment for lost time shall not exceed payment for lost time at the employee's rate of pay of the job he or she was on at the time of the suspension or discharge. No punitive damage shall be assessed as a result of arbitration.
3. Management rights as provided for in Article 22 of this agreement are not subject to the grievance and/or arbitration procedure.
4. The cost of arbitration will be paid for by the party (employer or association) losing the arbitration case. Each party shall bear the expense of preparing and presenting its own case including witnesses.
5. The association shall request a list of seven (7) arbitrators from FMCS within fourteen (14) calendar days from the request for arbitration. Upon receipt of the list of arbitrators, both the employer and the association shall have the right to strike three (3) names from the list alternately; the last name remaining shall be the impartial arbitrator. The employer and the association shall flip a coin to determine who strikes first.
6. The arbitrator selected must begin hearing the case within 45 calendar days following the selection.

7. The arbitrator must render their decision as soon as practicable following the arbitration hearing. The decision rendered by the arbitrator shall be final and binding upon the parties.
8. The parties may also agree to stipulated or expedited arbitrations in accordance with agreed upon procedures.
9. There shall be no strike and no lockout over any issue submitted to binding arbitration under the above procedure, and the strike and lockout exception under the terms of Article 20 will not apply.

ARTICLE 20 - STRIKES AND LOCKOUTS

Section 1. No strike or picketing of any kind shall be caused or sanctioned by the association or any of its employees during the term of this agreement without 14 calendar day's written notice from the association to the employer and exhaustion of the grievance proceedings through all levels.

Section 2. No lockout of employees shall be instituted by the employer during the term of this agreement unless the association gives written notice in Section 1 above. At that time, the employer reserves the right to engage in a lockout after the association's notice period referenced in Section 1 has expired.

ARTICLE 21 - WORK RULES

Section 1. When existing rules are changed or new rules established, they shall be posted prominently on faculty bulletin boards for a period of 10 consecutive workdays before becoming effective.

Section 2. The employer agrees to furnish each employee in the bargaining unit with a copy of all existing work rules 30 days after they become effective. New employees shall be provided with a copy of the rules at the time of hiring.

Section 3. Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this agreement, provided the rules are uniformly applied and uniformly enforced.

Section 4. The University will characterize as gross misconduct actions that are intentional, willful, deliberate, reckless, or in deliberate indifference to UWS's expectations. The following may be treated as gross misconduct under the terms of this Agreement:

- A. Violations of Student Privacy or disclosure of confidential student information in violation of University policy, procedure or the law.
- B. Violations of Patient Privacy or disclosure of confidential patient information, personally identifiable health information, or other personal information in violation of University policy, procedure or the law.
- C. Violations of UWS harassment policies and procedures.

- D. Violations of UWS discrimination policies and procedures.
- E. Threats of violence to any member of the University Community (students, staff, faculty, donors, alumni, vendors, etc.).
- F. Theft from the University or in the University's name.

ARTICLE 22 - MANAGEMENT RIGHTS

Section 1. It is recognized that the employer has and will continue to retain the rights and responsibilities to operate and manage the university and clinics and its programs, facilities, properties, and activities of its employees. It is agreed that the following list of employer's rights is for the purpose of illustration and does not confer any benefits on the employees.

Section 2. Rights reserved to the employer include, but are not limited to the following:

- A. The right to determine the location of schools, clinics and other facilities.
- B. Determination of the financial policies of the employer.
- C. Determination of the educational policies of the employer.
- D. Determination of the management, supervisory or administrative organization of the employer, and the selection of employees for promotion.
- E. Maintenance of discipline and control of students and use of property and facilities.
- F. Determination of safety, health, and property protection measures.
- G. To repeal, modify, and enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this agreement.
- H. The direction and arrangement for all the work forces including the right to hire, suspend, discharge or transfer employees.
- I. The right to relieve employees on duty.
- J. The creation, combination, modification, or elimination of any position deemed advisable by the employer.
- K. The determination of the size of the work force, the allocation and assignment of work for employees; the determination of policies affecting the selection of employees; the establishment of quality standards and judgment of employee performance.
- L. The determination of the layout and the equipment to be used, teaching aids and materials, teaching equipment, the right to plan, direct, and control university activities, to evaluate employees, and the determination of the subjects and course content to be taught.
- M. The right to establish and revise the university calendar, establish hours of employment, schedule classes, and assign workloads.

N. The right to establish the qualifications needed to teach specific courses.

Section 3. Nothing in this agreement shall limit in any way the employer's contracting or subcontracting of work or shall require the employer to continue in existence any of its present programs in its present form or location or on any other basis.

Section 4. The foregoing enumerations of functions of the employer shall not be considered to exclude other functions of the employer not specifically set forth; the employer retains all functions, rights and actions not specifically prohibited by this agreement.

Section 5. Nothing in this article shall be construed or applied in such a way as to:

A. Violate any term of this agreement.

B. Violate any term of the contract of employment of any employee.

C. Deprive the employees of the right to bargain on any mandatory subject to be effective for any period of time after the expiration of this agreement.

D. Violate the terms of any state or federal statute, regulation or constitutions of Oregon or the United States.

Section 6. In the event the terms of other article of this agreement are in conflict with the terms of this article, the terms of such other article shall control.

ARTICLE 23 - PERSONNEL FILES

Section 1. An employee may review any material from the employee's personnel records in accordance with Oregon state law.

Section 2. The employee has the right to respond to or answer any documentation in the employee's personnel records. If the employee makes such a response, the response will be placed in the employee's personnel file.

ARTICLE 24 - EXISTING CONDITIONS

The employer agrees that the wages, hours and working conditions which are subjects of mandatory bargaining in effect at the time this agreement is signed will be maintained during the life of this agreement, unless specifically changed by this agreement. For this purpose, any wage hour or working condition contrary to the terms of this agreement shall not be considered in effect at the time of such signing. Issues that were not specifically addressed or which were unknown to either party during the collective bargaining process may be opened for negotiation by mutual agreement of both the employer and the association.

ARTICLE 25 - SAVINGS CLAUSE

Should any article, section, or portion thereof, of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree to discuss the impact of the decision, and if

necessary, immediately negotiate in good faith on a potential substitute for the invalidated article, section, or portion thereof with the understanding that all other articles in the agreement remain in effect and the agreement remains closed.

ARTICLE 26 - CONTRACT EXPIRATION

Section 1. This agreement shall be in effect from ratification, up to and including December 31, 2024. Either party desiring to terminate this agreement or to make any modifications of this agreement shall serve a written notice to the other party by certified mail at least 60 days prior to December 31, 2024. Once notice has been served, the parties shall meet for collective bargaining at a reasonable time following such notice. If such negotiations have not been completed by December 31, 2024, the agreement shall continue in full force and effect subject to termination by either party at any time upon 10 days' written notice to the other party.

Unless either party notifies the other of a desire to terminate or change the terms of this agreement as stated above, this agreement will automatically continue in full force and effect for the succeeding 12-month period.

Section 2. The employer and the association agree to reopen for negotiation any mutually agreed upon issue during the period of the contract.

Section 3. Within 30 days following the signing of this agreement, the association agrees to print and provide sufficient copies of this agreement to the employer for distribution to all employees. The employer agrees to pay the association for one-half of the printing and production costs.

ARTICLE 27 - FUNDING

The parties recognize that revenue needed to fund the compensation and benefits provided by this agreement must be acquired from sources beyond the control of the employer, such as tuition from enrollment, donations and clinic income. All such compensation and benefits are therefore contingent upon sources of revenue. The employer has no intention of reducing the compensation and benefits specified in this agreement because of resource limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this agreement. In the event that available resources fall below budget estimates as adopted by the Board of Trustees, the employer may reopen and parties will engage in good faith collective bargaining on wages, work hours and other economic matters.

ARTICLE 28 - ACADEMIC FREEDOM

Section 1. The University of Western States affirms and is committed to the full academic freedom of all faculty members. At the same time, the university as an institution of higher learning has a significant interest in encouraging and fostering perspectives which promote and inculcate the ideals of the Council on Chiropractic Education, and the articles of incorporation and by-laws of the University of Western States as amended to conform to accreditation requirements, and as such reserve the right to hire and retain those individuals who subscribe to the university's educational philosophy and program. Accordingly, the university declares its freedom to enunciate principles and policies relating to such values and to implement its interests through academically sound hiring practices and curriculum structure. The university recognizes and believes that its freedom and that of the faculty members can be exercised so as to promote and enhance one another.

Section 2. Faculty members are entitled to full freedom in the pursuit of their academic functions, which include: the advancement of human knowledge, insight and understanding; the education of the students and the presentation to them of various divergent views and opinions which are intellectually within the content of the course being offered; and the responsibility to serve the community by lending intellectual abilities to the solution of current problems.

Section 3. University faculty are citizens, members of a learned profession, and members of an educational institution. When speaking or writing as citizens, they should be free from institutional censorship or discipline but their special position in the community imposes special obligations. As persons of learning and educational members, they should remember that the public may judge the teaching profession and its institutions by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should not indicate that they are speaking for the institution when in fact they are not. This shall not be construed to prohibit faculty members, in the course of their pursuit of community affairs, from identifying themselves and stating the position they hold at the university.

Section 4. The academic functions of faculty members shall not be abridged, either before or after the fact, directly or indirectly by any segment of the university. The academic freedom of the faculty member shall not be construed to permit them to use the student/academic/administrative audience to gratuitously, deliberately, and persistently express views that misrepresent or impugn the broad scope philosophy of the university.

Section 5. The university faculty acting through its departmental structures and appropriate administrative officials has the initial responsibility to formulate and ensure an academically sound curriculum and course content. Ultimate responsibility rests with the provost.

Section 6. Assignment to courses should be based on the faculty member's scholarly competence to teach the course as described in the UWS catalog. It should also take into account seniority and other relevant criteria (such as prior teaching in the course area, scheduling considerations, etc.) common throughout the academic community. Final decisions regarding faculty assignment rest with the dean.

Section 7. Faculty members must avoid professional conflicts of commitment and interest. Faculty members must comply with administrative policies on disclosure and reporting of conflicts.

ARTICLE 29 - PAYROLL PERIODS

Payroll checks shall be issued once a month, no later than 15 days following the last day of the monthly pay period. The employer will make one mid-cycle draw available to all employees.

EXHIBIT I (Sabbatical Leave Application)

University of Western States
SABBATICAL LEAVE APPLICATION

Date of Application _____

Name _____ Signature _____

Title _____ Department _____

Years of consecutive employment at University of Western States: _____

Period(s) for which sabbatical is requested:

Fall _____ Winter _____ Spring _____ Summer _____

Year Year Year Year

List the dates and category of previous leaves (e.g., sabbatical, fellowship, etc.):

Briefly describe your proposed use of the sabbatical time requested on a separate sheet of paper. Describe or define your sabbatical plans fully. Your submission should include the following elements: (1) an outline of the specific work to be done; (2) your objectives, including the contribution to the faculty member's professional growth and expertise; and (3) demonstration of the congruence of the proposal's objectives to the mission of the university. In the event of a type of sabbatical leave for which any or all of these elements do not apply, please consult with the dean for directions. If a research project is involved, indicate its nature, progress to date, if any, and expected completion date. Have you applied, or do you intend to apply for extramural financial support (e.g., Fulbright, Guggenheim, N.S.F., etc.) for the period of your proposed leave? Please specify. Also, note if your plans will change if extramural funding is not obtained

Employee's signature

Chair's/Supervisor's signature

Date

Date

This form must be submitted to the dean by December 1.

EXHIBIT II (Sabbatical Leave Contract)

University of Western States
SABBATICAL LEAVE CONTRACT

I promise to return as a member of the faculty to University of Western States (UWS) for a period of at least one year immediately following my sabbatical leave.

If for any reason I am unable to fulfill this requirement, I will repay UWS any compensation paid to me during the period of my sabbatical.

I will submit a written report by the end of the first term after my return.

Employee's Signature

Date

EXHIBIT III (Grievance Record)
University of Western States
GRIEVANCE APPEAL
LEVEL I

(For Use at Level 1-Step 2-Formal Phase)

Name of Grievant _____ Date Filed _____

Immediate Supervisor's Name _____

Articles and Sections that are alleged to have been violated:

Statement of grievance:

Nature and extent of the injury or loss involved:

Remedy sought:

Signature of grievant: _____

Date Formal Conference Held: _____

Written statement of response by immediate supervisor:

Signature of Supervisor

Date

Disposition of Grievance:

() I accept response of my immediate supervisor

() I appeal the response of my immediate supervisor to Level II

Signature, Grievant

Signature - if present
WSSCFA Representative

Date

Date

cc: Dean of the College of Chiropractic

University of Western States
GRIEVANCE APPEAL
LEVEL II

Name of Grievant: _____ Date Filed: _____

Immediate Supervisor's Name: _____

Articles and Sections that are alleged to have been violated:

Statement of grievance:

Nature and extent of the injury or loss involved:

Reason(s) why the response of the immediate supervisor at Level I, Step 2 is unacceptable:

Remedy sought:

Signature of grievant: _____

Written decision of Dean:

Signature of Dean Date

Disposition of Grievance:
 I accept the dean's decision
 I appeal the dean's decision to Level III

Signature, Grievant Signature - if present
WSSCFA Representative

Date Date

University of Western States
GRIEVANCE APPEAL
LEVEL III

Name of Grievant: _____ Date Filed: _____

Immediate Supervisor's Name: _____

Articles and Sections that are alleged to have been violated:

Statement of grievance:

Nature and extent of the injury or loss involved:

Reason(s) why the decision of the dean at Level II is unacceptable:

Remedy sought:

Signature of grievant: _____

Written decision of Provost:

Signature of Provost _____ Date _____

Disposition of Grievance:
() I accept the provost's decision
() I appeal the provost's decision to Level IV

Signature, Grievant _____ Signature - if present
WSCCFA Representative _____

Date _____ Date _____

cc: Dean of the College of Chiropractic

University of Western States
GRIEVANCE APPEAL
LEVEL IV

Name of Grievant: _____ Date Filed: _____

Immediate Supervisor's Name: _____

Articles and Sections that are alleged to have been violated:

Statement of grievance:

Nature and extent of the injury or loss involved:

Reason(s) why the decision of the dean at Level III is unacceptable:

Remedy sought:

Signature of grievant: _____

Decision resulting from advisory arbitration: See attached.

Disposition of Grievance:

- I accept the decision of advisory arbitration
- I appeal decision of advisory arbitration to level V

Signature, Grievant

Signature - if present
WSSCFA Representative

Date

Date

- I accept the decision of advisory arbitration
- I appeal decision of advisory arbitration to level V

Signature of Provost

Date

University of Western States
GRIEVANCE APPEAL
LEVEL V

Appeal filed by: () Grievant () Provost

Name of Grievant: _____ Date Filed: _____

Immediate Supervisor's Name: _____

Articles and Sections that are alleged to have been violated:

Statement of grievance:

Nature and extent of the injury or loss involved:

Reason(s) why the decision of the dean at Level IV is unacceptable:

Remedy sought:

Signature of grievant: _____

Written decision of President:

Signature of President Date

Disposition of Grievance:
() I accept the president's decision
() I reject the president's decision

Signature, Grievant Signature - if present
WSSCFA Representative

Date Date

Appendix A - Bargaining Unit Salary Schedule

Classification	Range
Technician I	\$34,436 – \$70,036
Technician II	\$39,365 – \$74,965
Instructor	\$47,032 – \$82,632
Assistant Professor	\$64,146 – \$99,746
Associate Professor	\$69,749 – \$114,249
Professor	\$82,015 – \$135,415

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