

*This proposal has been prepared for purposes of collective bargaining only and does not represent the final form of the Article. The University reserves the right to amend or withdraw this proposal as bargaining requires.*

Proposal: UNV0001  
Date: February 6, 2020

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4 **ARTICLE 2: DEFINITIONS**

5 As used in this Agreement, except where the context plainly requires a different meaning or where a  
6 different meaning is stated:

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8 **Section 1. "Agreement"** means all the definitions, terms, and provisions set forth in this contract  
9 consisting of 29 articles, excluding titles of articles, headings, and preamble, which are inserted solely for  
10 convenience of reference and shall not be deemed to limit or affect the meaning of any provision of this  
11 contract. A Memorandum of Understanding (MOU) is a non-contractual understanding between the  
12 University and the Union.

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14 **Section 2.** As used in this Agreement, the masculine purports the feminine, and the feminine the masculine.

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16 **Section 3. "Board"** means the Western Oregon University Board of Trustees.

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18 **Section 4. "University"** means Western Oregon University (WOU).

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20 **Section 5. "Days"** means University academic workdays.

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22 **Section 6. "Division"** refers to an academic unit which has been designated as being sufficiently large in  
23 terms of number of faculty assigned or sufficiently distinct in terms of academic mission to merit the  
24 assignment of a Chair such as Natural Science and Mathematics, Creative Arts, Business and Economics,  
25 and Education and Leadership. Because Library and Media Services staff are faculty members included in  
26 the bargaining unit, for the purposes of this contract Division will also refer to Library and Media Services.

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28 **Section 7. "Department" or "Program"** when used in an academic sense will refer to an academic unit  
29 within a Division such as the Department of Art within the Division of Creative Arts or the Community  
30 Health Education program within the Division of Health and Exercise Science.

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32 **Section 8. "Division Chair"** means the Chair of a Division as defined in Section 6 above.

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34 **Section 9. "Program coordinator" or "department head"** means the faculty member whose..  
35 responsibilities may include representing the program or department at meetings at the Division, College or  
36 University level, preparing class schedules for upcoming academic terms, and other tasks related to  
37 representation of the program or department at the Division, College or University level. With the approval  
38 of the respective Dean and Provost, faculty members of academic units may designate a faculty member or  
39 members as a program coordinator/department head.

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41 **Section 10. "ERB"** means the Employment Relations Board of the State of Oregon.

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43 **Section 11. "Member"** means an employee who is a member of the bargaining unit as defined in Article 1  
44 (Recognition).

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46 **Section 12. "President"** means the President of Western Oregon University.  
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48 **Section 13. "Union"** means the American Federation of Teachers, Western Oregon University, Local  
49 2278.

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51 **Section 14. "Unit" or "Bargaining Unit"** means the bargaining unit as defined in Article 1 (Recognition).

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53 **Section. 15.** The singular purports the plural and the plural the singular as the context may require.

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55 **Section 16. "Program"** means the officially recognized sequence/collection of courses required to  
56 complete an approved degree or set of certification/licensure requirements offered by WOU.

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58 **Section 17. "Academic judgment"** shall mean the judgment of faculty and administration concerning  
59 appointment, reappointment, promotion, tenure status, and matters of curricula and educational policy.

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61 **Section 18. "Collegiality"** means the sharing of authority and responsibility among colleagues. A member  
62 exhibits a lack of collegiality when his/her actions are of such a disruptive nature as to hinder members of  
63 his/her division or department from fulfilling their professional responsibilities or that hinders the division  
64 or department from performing its academic mission.

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66 **Section 19. "Irreparable harm"** includes, but is not limited to, any of the following actual or reasonably  
67 foreseeable results of acts or conduct by the member: detrimental effect on the University's reputation,  
68 public trust or confidence, or delivery or provision of services; adverse impact on the member's ability to  
69 educate students or perform duties effectively; or refusal, reluctance, or inability of other members or other  
70 employees or students to work or interact at the University with the member.

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