

This proposal represents part of a package to be accepted in total only.

WOU's Proposal: Package 1

Date: July 2, 2020

[Fully accepted WOUFT's 7.2.20 Package Article 10 Proposal]

ARTICLE 10: RESPONSIBILITIES OF THE MEMBERS & DISCIPLINARY PROCEDURES

Section 1. The obligations of the faculty members on an academic year contract shall begin in September and end in June nine months thereafter.

- A. **Calendar.** Every day within the inclusive dates of the academic year contract is a regular day of employment except for those for which there is a legislative or employer authorization to be absent from University employment (viz., statutory holidays observed by the University, leave without pay, annual leave, sabbatical leave, sick leave, and the weekends when not assigned or required for performance of the regular employment obligation). **Winter and Spring breaks will be reserved for faculty teaching preparation, grading, and scholarship, and will not be used for faculty meetings or mandatory faculty time on campus.**

Commented [CC1]: Addition rejected. Faculty responsibilities are consistent throughout the contract period.

B. Responsibilities. ~~The primary responsibility of tenure-track and non-tenure track instructional faculty is teaching, independent study, provision of regularly scheduled office student consultation hours, and mentoring of students. Tenure-track and non-tenure track library faculty shall be assigned duties in accordance with the position for which they were hired.~~

Commented [CC2]: WOU Counter proposal.

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Additional duties of tenure-track faculty typically include:

- ~~• academic advising of students;~~
- ~~• course and curriculum planning and improvement, to include assessment of learning;~~
- ~~• planning and assessment of learning specific to each course;~~
- ~~• curriculum planning and improvement;~~
- ~~• service on committees at Western Oregon University;~~
- ~~• scholarly activities;~~
- ~~• assisting in the admission, orientation and registration of students;~~
- ~~• professionally related public service; professional service;~~
- ~~• being available as needed during pre-registration, registration and term breaks during the academic year;~~
- ~~• student support service activities including attendance at commencement;~~
- ~~• and other normal duties of University faculty members.~~

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~~Upon mutual agreement of the member and WOU administration, non-tenure track faculty may also engage in these activities, with compensation on a case-by-case basis, as approved by the relevant Dean of the College.~~

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B. Responsibilities:

a. Faculty duties may include:

- teaching
- directing independent study
- academic advising of students
- provision for regularly scheduled office student consultation hours
- scholarly activities
- professionally related public service
- at faculty option, assisting in the admission, orientation and registration of students
- being available as needed during pre-registration, registration and term breaks during the academic year
- service on committees
- student support service activities including attendance at commencement
- course and curriculum planning
- other normal duties of University faculty members;
- library faculty duties appropriate to the position;
- note Article 11, Section 4? on non-tenure track faculty workload; part of an individual NTT faculty member's workload may be, by mutual agreement between the faculty member and their department/program and division, service or scholarship work in accordance with the positions for which they were hired.

Duties may include teaching and independent study; academic advising of students; provision for regularly scheduled office hours; scholarly activities; professionally related public service; assisting in the admission, orientation and registration of students; being available as needed during pre-registration, registration and term breaks during the academic year; service on committees; student support service activities including attendance at commencement; course and curriculum planning; and other normal duties of University faculty members.

b. Non-teaching non-library members employees shall be assigned work in accordance with the positions for which they were hired. Their contract period may or may not coincide exactly with the academic year. Library and non-teaching non-library employees members shall be assigned work in accordance with the positions for which they were hired. Their contract period may or may not coincide exactly with the academic year.

Section 2. A member may be subject to corrective discipline for failure to carry out the responsibilities and/or meet the obligations of a professional member of the Western Oregon University academic community. This includes the expectation that members refrain from conduct that is proscribed in Article XY (Healthy Workplace).

Section 3. Counseling. Recognizing the importance of counseling in effective corrective

Commented [CC3]: WOUFT Counter rejected. See WOU counter above.

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Commented [BL4]: There are some student teacher supervisors who are 1.0 FTE and are not teaching. They would be non-library and non-teaching.

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85 discipline, the parties agree that counseling will take place before sanctions are imposed. Further,
86 the parties agree that sanctions, when imposed, will progress from minor to severe for repeated
87 failure to meet professional obligations. However, in some circumstances, actions, or omissions,
88 which have resulted or will result in irreparable harm to the academic community or members
89 thereof, may require imposition of severe sanctions in the first instance.

91 **Section 4. Disciplinary Sanctions.** ~~Member discipline will be issued only for just cause.~~ Sanctions
92 shall be limited to written reprimand, suspension with pay, suspension without pay, denial of salary
93 increase, temporary reduction of salary and discharge.

Commented [CC5]: Depends on acceptance of other language.

95 **Section 5. Unexcused Absence.** Although the effect of ~~unexcused~~ absence of teaching and/or
96 research faculty members is difficult to measure, unauthorized or unjustified absence from class,
97 research, ~~advising/mentoring~~ counseling activities or other scheduled duties in excess of five (5)
98 consecutive scheduled or regular work days is sufficient basis for withholding salary for the work
99 days absent pending investigation and/or an acceptable explanation of the circumstances of the
100 absence.

102 **Section 6.** If the University believes that there is just cause for the imposition of sanctions, the
103 following procedures shall be followed.

104 A. In situations involving a written reprimand, the member's administrative supervisor shall
105 issue the reprimand as soon as practicable. The written reprimand will identify the behavior,
106 the University policy or work rule that has been violated, and any remedial activities ~~or~~
107 ~~counseling~~ that the member should undertake. The written reprimand shall become part of
108 the member's ~~employment~~ personnel file. ~~The written reprimand shall have a limited life of~~
109 ~~twenty-four (24) months, after which it shall be removed from the employment personnel~~
110 ~~file. Provided that no further sanction has been given to the member due to a related violation, the~~
111 ~~written reprimand shall have a limited life of twenty-four (24) months after which it shall be removed~~
112 ~~from the file. All related written reprimands that have not been previously removed from the file will~~
113 ~~remain in the member's relevant personnel file if less than twenty-four (24) months has passed since~~
114 ~~the latest related infraction.~~

Commented [CC6]: Rejected. Counseling does not work this way.

Commented [CC7]: Rejected. WOU must be able to place markers of relevant discipline in the academic file.

Commented [CC8]: WOU Re-proposed.

117 B. In situations involving sanctions more severe than a ~~written~~ reprimand, a notice of intent to
118 impose severe sanction shall be served ~~by the member's dean~~ ~~or relevant administrator~~
119 personally upon the member or by registered or certified mail (return receipt requested) to
120 the member's address of record. The notice shall contain a description of the alleged act(s)
121 or omission(s), ~~as well as~~ date(s), time(s), ~~and~~ place(s) and ~~the~~ proposed sanction. In
122 addition, the notice must inform the individual of the right to file a grievance at Step Two
123 within fourteen (14) calendar days of the date the notice is received. ~~The Union will~~
124 ~~concurrently be sent a copy of the same notice given to the member via email to the~~
125 ~~WOUFT President. The Union shall concurrently receive timely notice of intent to impose~~
126 ~~severe sanction on a member. Except in instances when irreparable harm may result from~~
127 ~~delay, severe sanctions will not be imposed until a member (a) fails to file a grievance within~~
128 ~~the time allowed above or (b) the grievance is decided in favor of the University. When~~
129 ~~irreparable harm will result from delay, severe sanctions may be imposed immediately.~~
130 ~~Otherwise, severe sanctions may only be imposed when a member fails to file a grievance~~
131 ~~within the time allowed above or when such grievance is ultimately decided in favor of the~~
132 ~~University, the University renders its final decision on the grievance prior to arbitration.~~

Commented [CC9]: WOU proposes new language.

Commented [CC10]: Re-proposal of previous concept. Re-written for clarity.

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133 Except in instances when irreparable harm may result from delay, severe sanctions will not
134 be imposed until a member (a) fails to file a grievance within the time allowed above or (b)
135 the grievance is decided in favor of the University.

136 C. A record of a severe sanction will become part of the member's employment personnel file
137 and shall have a limited life of thirty-six (36) months, after which it shall be removed from
138 the employment personnel file. ~~However, if the faculty member receives an additional severe~~
139 ~~sanction within that thirty-six (36) month period, the prior severe sanction and all others that~~
140 ~~had not been removed under the terms of this this article will remain in the member's~~
141 ~~employee personnel file for an additional thirty-six (36) months. Should thirty-six (36~~
142 ~~months) pass without an additional severe sanction, all severe sanctions will be removed from~~
143 ~~the employee's personnel file.~~

144 If no other severe sanctions are administered within thirty (30) calendar months after severe
145 sanctions are imposed, all references to the sanctions shall be removed from the personnel
146 file folder at the end of that period.

147 ~~D. The University shall conduct all disciplinary meetings confidentially, sessions in an area away~~
148 ~~from other employees, students or the public.~~

149 ~~Section 7. Complaints of member misconduct or violations of Sections 1 or 2 above, made by~~
150 ~~WOU faculty, must be submitted in writing or in person to the appropriate dean or relevant~~
151 ~~administrator.~~
152

Commented [CC11]: Rejected. Same reason as above. Also, why not cover recidivism?

Commented [CC12]: Re-proposed from previous proposal.

Commented [CC13]: Agreed.

Commented [CC14]: WOU proposes new language.