

United Faculty of Eastern

Digest of Changes from the 2016-2019 Collective Bargaining Agreement

UFE has reached a three year tentative collective bargaining agreement (CBA) with Eastern Washington University. Ratification procedures are posted on the UFE website. UFE members are the ratifiers for UFE; the EWU Board of Trustees are the ratifiers for EWU. The ratification vote will occur before the end of Spring Quarter. **The UFE Bargaining Team and UFE Executive Board recommend a YES vote.**

As we negotiated this agreement, we were guided by the faculty concerns identified through recent UFE experience in implementing the current CBA, a faculty survey that pointed out faculty issues, meetings with campus constituencies and the judgment of the UFE Bargaining Team.

UFE approached this bargaining with three broad goals:

- 1) Improving and protecting the faculty work of the EWU academic mission, including addressing the chronic issue of unapproved Faculty Activity Plans (FAP), protecting workload, and strengthening appropriate faculty peer reviews at the department and college levels;
- 2) Continuing faculty compensation in a competitive national salary market by reaffirming the CUPA salary strategy in the current CBA, including readjusting the CUPA peg year and specifying annual cost of living adjustments to the CUPA peg year;
- 3) Improving and protecting faculty working conditions, including an expansion of wellness benefits.

While the bargaining teams worked to problem solve a number of issues, the bargaining was tense and difficult on other issues, including CUPA, FAPs and wellness. Some issues will need to be addressed outside the bargaining process in meetings at the Labor-Management table and with the incoming Provost, Scott Gordon.

The UFE Bargaining Team includes: UFE Bargaining Chair Rik Orndorff, Mindy Breen, Michael Conlin, Kristin Edquist, Jim Headley, Kathleen Huttenmaier, Don Richter and Gary McNeil.

The EWU Bargaining Team includes: Laurie Connelly, Linda Kieffer, Suzanne Milton, Jo Lyn Rogers, and Rod Younker.

UFE recommends a YES vote.

Summary and Highlights

The following Articles from the current agreement were not changed:

Preamble

Article 1 Recognition

Article 6 Faculty Personnel Files

Article 10 Department and Library Chairs

Article 12 Grievance Procedure

Article 13 Discipline

Article 14: Reduction in Force

Article 15: Nondiscrimination

Article 16: Intellectual Property

Article 18: University-Management Committee

Article 19: Terms of Agreement

Appendix A: Just Cause Guidelines

Appendix B: Intellectual Property (updated IP policy added).

Article C: Academic Freedom and Tenure

Article D: Professional Ethics

Appendix E: Modes of Instruction

Appendix F: Definitions

Major Changes

Article 20: Duration. This agreement is for three years, September 1, 2016- August 31, 2019. A three year CBA is similar to our current CBA.

Article 8: Compensation and Benefits.

The CUPA compensation model is maintained:

A) CUPA salaries will be pegged at the 2014-2015 year. For 2016-2017, all tenured faculty, tenure track faculty, senior lecturers and lecturers will receive increase to 100% of the 2014-2015 CUPA average for their rank and discipline.

B) CUPA across the board annual raises: 2016-2017, 2%; 2017-2018, 2%; 2018-2019, 2%.

C) Lecturers and Senior Lecturers who are compensated at more than 115% of the CUPA average for their discipline will be eligible for across-the board raises.

D) New faculty hires will be hired at or above the 2014-2015 CUPA average for their rank and discipline.

E. The quarterly faculty rate will be increased by the annual across the board increases.

F. The Senior Lecturer 10% differential still determines the market average for senior lecturers.

G. CUPA promotions remain in effect.

Reclassification: UFE negotiated hard for a transparent and specific CUPA reclassification process, but the EWU team rejected any reclassification process. UFE will continue to advocate for a CUPA reclassification process with incoming Provost Gordon.

Post tenure review salary increase: The current contract in 7.5.5 specified a 3% and 5% increase for exceeding achievements in your FAP, 3% for teaching and 5% for research and teaching. The increases remain and new language specifies, “**Exceeding expectations’ means completing a measurable work achievement, as identified in the College P&P that is beyond the minimum requirements described in the FAP**”. This language should change the practice in some colleges of interpreting “exceed” to mean “excessive” work achievements.

Wellness improvements:

This agreement includes a major improvement: parental leave benefit for partners, spouses, birth/adoptive parents. See Article 11.6.

UFE advocated for a tuition waiver for dependents, but the EWU team rejected any proposal. UFE will continue to advocate for a tuition waiver for dependents with incoming Provost Gordon.

Faculty development funds:

Current faculty development funds in all areas will remain the same.

Article 7: Professional Rights and Responsibilities:

A. 7.4.3 UFE took the position that long-term unapproved faculty activity plans are unacceptable. New language designates commitments to ensure all FAPs are approved or revised in a timely manner. **“Deadlines for the submission of FAPs will be established by the Chief Academic Officer in the academic calendar. Once the FAP or revised FAP is submitted to the Chief Academic Officer, the faculty member, chair and dean will be notified within twenty one (21) calendar days of either: (i) the specific revisions required to bring the FAP into compliance with department P &P, college P & P or this Agreement; or (ii) that the FAP as submitted has been approved.”**

B. 7.5.3. New language: A chair may identify issues related to performance of expectations solely related to expectations identified in the FAP.

C. 7.5.4. Clearer language: for associate professors who do not apply for promotion, they will be evaluated in the final year of their FAP, not the conclusion of that year.

D. 7.7. Workload. There are NO changes to workload in this agreement.

Article 9: Semesters for the College of Health Science and Public Health (CHSPH) Faculty.

The current CBA addresses semesters only in Communication Disorders. UFE and EWU signed a short term MOU last year to address the EWU decision to move the CHSPH to semesters. This new CBA limits semesters only to CHSPH and further, specifies that the CHSPH semester working conditions set NO precedent for any other college/ department.

Article 11: Leaves

A. An added benefit: Parental leave. 11.6.

B. Two additional changes:

11.1.1 Additional use of University sick leave forms for all faculty absences.

11.2. The University may require a written medical verification for a pattern of absences of more than three days.

Other Changes

Article 2: Academic Organization

Codify parallel review process steps in departments and colleges.

Article 3: Appointments

A. 3.6.1 d. Drop “collegiality” and add “constructively” and “productively”. Collegiality is defined in the current CBA 7.3.

B. 3.6.4. Language added requiring that new faculty receive a four digit CUPA code associated with the job description for the position into which the faculty member is being hired.

Article 4: Qualifications for Faculty Appointments

Early tenure: 4.1.2.b i: New language: Completing the requirements of the FAP prior to the sixth year of probationary service does not qualify as an exceptional achievement.

Article 5: Tenure and Promotion.

A. 5.1. New language on who serves on personnel committees.

B. 5.3.2. New language on College review personnel committees.

C. 5.3.1 c and 5.4.3.f; Add: “independent” to clarify distinct and separate reviews.

D. 5.5.2. New timelines for Faculty Reviews Board processes.

Article 17: UFE-University Relationship

UFE may purchase time for the UFE President to do union work in the summer.

New Article: Constructive Action

UFE and EWU signed a MOU last to create a problem-solving, non-disciplinary step for work place issues to be resolved. Deans are intended to use constructive action to work out issues in a professional manner.

Other Issues

UFE and EWU agree to discuss in Labor-Management the following subjects:

A. Academic Directors

B. Research Faculty

C. College in the High School. On this issue, both parties agree to continue the current MOU.

D. EWU will forward to the Intellectual Property Committee UFE’s proposal to update the list of “traditional academic works”. An updated EWU Intellectual Property policy is found in Appendix B.