

**COLLECTIVE BARGAINING
AGREEMENT**

between

**THE UNIVERSITY OF
OREGON**

and

**UNITED
ACADEMICS, AAUP /
AFT, AFL-CIO**

**JULY 1, 2018 THROUGH
JUNE 30, 2021**

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PREAMBLE

This Agreement, entered into as of the date of ratification, is between the University of Oregon and United Academics, American Association of University Professors - American Federation of Teachers, AFL-CIO.

The University of Oregon (referred to throughout as the University) is the institution of higher education, composed of faculty, students and staff, which employs the University of Oregon faculty. The University is represented by designees of the President, who is charged by law with the responsibility to manage and administer the affairs of the institution.

United Academics (referred to throughout as the Union) is composed of the faculty of the University of Oregon (except those excluded by law or agreement). United Academics is, by law, the exclusive representative of the bargaining unit faculty members for purposes of negotiating the terms and conditions of their employment with the University of Oregon.

The intent and purpose of this Agreement is to establish the working conditions of the bargaining unit faculty members, to further bargaining unit faculty members' pursuit of excellence and innovation in education, research, and service at the University of Oregon and to ensure the success and academic excellence of the University.

The parties recognize that good faith collective bargaining is a means of achieving this purpose and that such collaboration will contribute to the interests of the University of Oregon.

1 **ARTICLE 1. RECOGNITION**

2
3 Pursuant to the memorandum of understanding entered into by the parties on April 24,
4 2012, the certification by the Oregon Employment Relations Board dated April 27, 2012, and
5 subsequent agreements, the University recognizes the Union as the sole and exclusive
6 representative of all members of the bargaining unit described as: all full-time and part- time
7 research and instructional faculty employed by the University of Oregon, which includes tenure-
8 related faculty, non-tenure-track faculty, or emeritus faculty, library faculty, and officers of
9 research, including research assistants, research associates, and postdoctoral scholars, but
10 excluding (1) all supervisors, including but not limited to the President, the Provost, Vice
11 Presidents, Vice Provosts, Associate Vice Provosts, Assistant Vice Provosts, Deans, Associate
12 Deans, Assistant Deans and Department Heads; (2) all Law School faculty; (3) all EC Cares
13 faculty; and (4) all confidential employees.
14

15 The University will send the union a report listing all faculty excluded from the bargaining unit
16 each quarter on August 1, November 1, February 1, and May 1.

1 **ARTICLE 2. CONSULTATION**

2
3 **Section 1.** The Union and the President of the University or their designee agree to meet at the
4 request of either party to discuss matters pertinent to the implementation or administration of
5 this Agreement, or other mutually acceptable matters. The parties shall meet within 10 business
6 days of receipt of a written request for a meeting. The request shall contain an agenda of items
7 to be discussed.
8

9 **Section 2.** The parties understand and agree that such meetings shall not constitute or be used
10 for the purpose of contract negotiations. Neither shall such meetings be used in lieu of the
11 grievance procedures provided for in Article 22, Grievance Procedure.
12

13 **Section 3.** Any agreement by the parties under this Article shall be reduced to writing and
14 signed by the parties within 10 days of the meeting.

ARTICLE 3. SHARED GOVERNANCE

Preamble. Oregon state law and the University of Oregon's original Charter, as well as long-established practice, recognize the vital role of shared governance among the University's governing board, President, and faculty, as a guarantee of the freedom to teach and engage in research, creative activity, and scholarship upon which excellence in higher education depends. In that regard, it is mutually desirable that the collegial system of governance be maintained and strengthened so that the role of the faculty will be similarly maintained and strengthened independent of collective bargaining.

Section 1. The parties agree that it is desirable that the faculty have primary authority over choice of method of instruction; subject matter to be taught; academic standards for admitting students; and standards of student competence in a discipline. The University affirms that in these areas the power of supervision, review, and final decision lodged in the Board of Trustees of the University of Oregon will depart from the faculty judgment on these matters only in rare instances and for compelling reasons communicated to the faculty.

Section 2. The parties agree that the faculty of each department or unit should have the opportunity to participate in the system of shared governance of that department or unit, according to policies initially developed and recommended by the faculty in accordance with Article 4 of this Agreement.

Section 3. The University of Oregon Constitution shall remain in existence for the duration of this Agreement subject to the review and modification by the Board of Trustees in accordance with the Board's authority and in consultation with the President and the faculty.

Section 4. The purpose of this Article is for the parties to affirm their commitment to shared governance; as such, violations of this Article are neither grievable nor arbitrable. If the Union perceives a violation of this Article, it may invoke its right to consult with the President under Article 2 of this Agreement.

ARTICLE 4. INTERNAL GOVERNANCE POLICIES

Section 1. Each department and unit will develop a written policy delineating its procedures for the internal governance of the department or unit. All faculty in each department or unit shall have the opportunity to participate in the development of that department or unit's internal governance policy. At the outset of its formulation of such policy, the faculty will first consider any input provided by the appropriate department or unit head, dean, vice president, Provost, or designee. The faculty will submit their recommended policy to the appropriate dean, vice president, or designee for review. The dean, vice president, or designee will provide a written explanation to all faculty members and, upon request of faculty, meet with the unit faculty to discuss any alterations they make to the recommended policy before submission to the Provost's Office. The Provost's Office will have final authority to establish policy for each department or unit.

Section 2. The department or unit head, dean, vice president, or the Provost's Office may call for changes to the established governance policy of a department or unit by informing the unit faculty of the change being considered, thereby initiating the unit's process for policy revision. Unit faculty members, either through a governance committee or at a regular faculty meeting, may call for changes to established internal governance policy by notifying the faculty, or department or unit head, of a change to be considered, thereby initiating the process for policy review and possible revision.

Section 3. Policies for internal governance must include provisions for appropriate documentation of decisions and for the appropriate and equitable participation of both faculty in the Tenure-Track and Tenured and Career NTTF classifications in governance and the development of departmental or unit policies.

- (a) The participation must be appropriate. Appropriate participation includes, but is not limited to, departmental activities such as unit meetings, voting, and committee membership. There must be documented and legitimate structural, pedagogical, or programmatic reasons for determining that a class of faculty (TTF or Career NTTF), a particular classification, a particular rank, or a particular FTE level should not participate in a particular aspect of governance.
- (b) When participation is appropriate, it must also be equitable. Equitable participation requires a level of parity that allows TTF and Career NTTF in a department or unit to have a meaningful role in governance. Equitable participation does not mean that governance roles for every faculty member must be exactly the same or that there must be absolute proportionality in governance for all faculty classifications and ranks.

Section 4. All unit policies developed through the internal governance process, including but not limited to merit review, professional responsibilities, and review and promotion, should be periodically reviewed to ensure that they comply with and reflect current CBA language and current university policy. Unit faculty members, either through a governance committee or at a regular faculty meeting, may call for changes to established internal policies by notifying the faculty, or department or unit head, of a change to be considered, thereby initiating the process

1 for policy review and possible revision.
2

1 **ARTICLE 5. ACADEMIC FREEDOM, FREE SPEECH AND FACULTY**
2 **RESPONSIBILITY**

3
4 **Preamble.** As stated in the University's former Mission Statement, the University of Oregon
5 "strives to enrich the public that sustains it through the conviction that freedom of thought and
6 expression is the bedrock principle on which university activity is based." Academic freedom and
7 freedom of speech are necessary conditions to teaching and research. This policy establishes a
8 robust view of academic freedom and freedom of speech in order to ensure that faculty have the
9 freedom to conduct research, to teach, to engage in internal criticism, and to participate in public
10 debate.

11
12 **Section 1.** The University protects academic freedom and bargaining unit faculty
13 members shall enjoy its benefits and responsibilities:

- 14
15 a. The freedom to conduct research and creative work and to publish or otherwise
16 disseminate the results of that work. Within the broad standards of accountability
17 established by their profession and their individual disciplines, faculty members must
18 enjoy the fullest possible freedom in their research and in circulating and publishing
19 their results. This freedom follows immediately from the university's basic commitment
20 to advancing knowledge and understanding.
21
22 b. The freedom to teach, both in and outside of the classroom. Faculty members must be
23 able not only to disseminate to their students the results of research by themselves and
24 others in their profession, but also to train students to think about these results for
25 themselves, often in an atmosphere of controversy that, so long as it remains in a broad
26 sense educationally relevant, actively assists students in mastering the subject and
27 appreciating its significance.
28

29 **Section 2.** Academic responsibility implies the competent and full performance of duties and
30 obligations and the commitment to support the responsible exercise of academic freedom by
31 oneself and others. Each bargaining unit faculty member has the responsibility to:

- 32
33 a. Observe and uphold the ethical standards of their discipline in the pursuit and
34 communication of scientific and scholarly knowledge;
35
36 b. Treat students, staff, colleagues, and the public fairly and with respect in discharging
37 their duties and in accordance with this Agreement and University Policy No. 01.00.16
38 (Freedom of Inquiry and Free Speech), approved by the President on December 28,
39 2010;
40
41 c. Respect the integrity of the evaluation process, evaluating students, staff, and
42 colleagues fairly according to the criteria and procedures specified in the evaluation
43 process;
44
45 d. Represent oneself as speaking for the university only when authorized to do so as part
46 of one's position or professional responsibilities; and

- 1
2 e. Participate, as appropriate, in the system of shared academic governance, especially at
3 the department or unit level, and seek to contribute to the academic functioning of the
4 bargaining unit faculty member's academic unit (program, department, school, or
5 college) and the university.
6

7 **Section 3.** All bargaining unit faculty members are guaranteed the protections of freedom of
8 speech, as derived from the First Amendment of the Constitution of the United States of
9 America and Section 8 of the Article I of the Constitution of the State of Oregon.

10 When faculty members speak or write as members of the public, they should make every effort
11 to indicate that they are not speaking for the university. They may identify their university
12 affiliation so long as no university sponsorship or endorsement is stated or implied.
13

14 The University encourages and supports open, vigorous, and challenging debate across the
15 full spectrum of human issues as they present themselves to the university community. The

16 University protects free speech through Policy No. 01.00.16 all bargaining unit faculty
17 members have the protections derived from that policy.

1 **ARTICLE 6. POLICIES AND PRACTICES**
2

3 **Section 1.** Bargaining unit faculty members and the University shall comply with all duly
4 adopted administrative rules, policies and procedures of the University's governing
5 board, and the University, and with all published unit- level policies.
6

7 Any ambiguity between published unit-level polices and duly adopted policies and procedures
8 of the University's governing board and/or the University, shall be resolved in favor of the
9 duly adopted policies.
10

11 Any ambiguity between duly adopted policies and procedures of the University's governing
12 board and/or the University and Articles of this Agreement shall be resolved in favor of such
13 Articles.
14

15 **Section 2.** The parties will be bound by practices in effect prior to the effective date of this
16 Agreement, provided that those practices are (1) well-established; (2) concern terms and
17 conditions of employment; (3) significantly affect bargaining unit faculty members; and (4) are
18 consistent with this Agreement and the duly adopted administrative rules, policies, and
19 procedures referenced in Section 1.
20

21 **Section 3.** The University will notify the Union of any new or revised policies passed by the
22 Board of Trustees or signed by the President within 10 days of their adoption.

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4
5

ARTICLE 7.

This article left intentional blank.

ARTICLE 8. PERSONNEL FILES

The purpose of this Article is to specify the means of implementation of ORS 352.226.

Section 1. The University's maintenance of bargaining unit faculty members' personnel files and personnel records and a bargaining unit faculty member's access to those files and records shall be in accordance with established university policy.

Section 2. A bargaining unit faculty member shall have the right to inspect each of their three evaluative files upon reasonable request during normal operating hours and may be accompanied at the location of the file by a representative of their own choice.

A bargaining unit faculty member shall have the right to receive a copy of each of their three evaluative files within ten days of a reasonable request at no cost to the bargaining unit faculty member.

Access to personnel files as described in this section are subject to the limitations of applicable state and federal laws.

Section 3. A bargaining unit faculty member shall have the right to inspect of each of their personnel records, including records kept by the Office of Investigations and Civil Rights Compliance, upon reasonable request during normal operating hours and may be accompanied at the location of the record by a representative of their own choice.

A bargaining unit faculty member shall have the right to receive a copy of each of their personnel records, including records kept by the Office of Investigations and Civil Rights Compliance, which has probable or potential relevance to an active grievance. For requests pursuant to this provision, 2.5 hours of the highest compensated chargeable staff time related to the production of these documents will be waived. All records requests related to a single grievance will be combined for purposes of the fee waiver.

If requested records are not produced within 21 days, the active grievance shall be tolled until the records are produced, although the grievant can end the tolling at any time and proceed with the grievance. A bargaining unit faculty member shall have the right to receive a copy of any investigation report used as a basis of discipline against the faculty member at no cost.

Access to personnel records as described in this section are subject to the limitations of applicable state and federal laws.

Section 4. A bargaining unit faculty member is entitled to submit, for placement in personnel files or records, evidence rebutting, correcting, amplifying, or explaining any document contained therein.

Section 5. If a bargaining unit faculty member should become aware that their personnel file contains errors of fact or omission, the bargaining unit faculty member may petition, in writing, the Provost or designee to remove or correct the information.

ARTICLE 9. UNION RIGHTS

Section 1. The Union shall have the right to communicate with its members and the members of the bargaining unit at all times without interference by the University, provided such communication does not unduly interfere with the work duties of a bargaining unit faculty member. Communications between bargaining unit faculty members about union matters should not unduly interfere with university operations, students, other employees, or members of the public.

Section 2. Upon reasonable advance notice to the appropriate scheduling office, the Union shall have the right to schedule facilities on campus and access services, catering and equipment associated with the use of facilities as a recognized faculty group. The Union will pay all customary fees and charges for its use of the facilities, services and equipment. The University will apply the fees and rates charged to university entities for the Union's use of such rooms and services. Use of the meeting rooms, services, catering and equipment is subject to availability. Academic uses have priority. Facilities, services and equipment will be reserved in the name of United Academics and not in the name of bargaining unit faculty members. The Union will comply with all university policies regarding the use of university meeting rooms, facilities, services, and catering.

The Union may communicate with its bargaining unit members by group email to their individual university email addresses. The Union may not send "blast" or group emails to non-bargaining unit employees of the University.

Section 3. The Union shall have the right to separate space on existing bulletin boards in each department or unit where bargaining unit members are employed, but the University may remove or relocate such bulletin boards in its sole and absolute discretion.

Section 4. The Union shall have the right to a list of information for all members of the bargaining unit delivered on the first day of the month at no cost to the Union and in a mutually agreeable format. The list shall include the following information:

- Employee name on record with Human Resources
- University ID number
- University email address
- Campus zip code
- Home address
- Employee Classification
- Employee rank code and rank description
- Employee job title
- Primary Unit
- First date of university employment
- Start date of current appointment
- Last day of current appointment
- Job type (Primary, Secondary, Overload)

- Contract Length (9 or 12 month)
- Job Status (Leave or Active)
- Salary
- FTE
- Percentage of each appointment, if available
- Campus office address, if available

Section 5. The Union shall have the right to an annual report of all promotion and tenure decisions concerning bargaining unit faculty members made by the Provost or designee during the preceding academic year no later than the following September 1.

Section 6. The Union shall have the right to make a presentation, if presentations are made at, and distribute information at orientations that include new bargaining unit faculty members. The presentation shall be for the purpose of introducing attendees to Union and its role in representing bargaining unit faculty members, and will not be used for discussion of labor/management issues or disputes.

Section 7. The Union shall have the right to information and data necessary to administer this Agreement upon the payment of the actual cost of producing the information. Information and data shall be made available in electronic form whenever possible.

ARTICLE 10. DUES DEDUCTION

Section 1. Upon written request on a form provided by the Union and approved by the University, the Union may authorize the University to deduct regular dues once per month from the paycheck of Union members. The amount to be deducted will be certified by the Union's Treasurer.

An authorization shall remain valid until written notice of cancellation is provided by the Union or until the employee is no longer a bargaining unit member, whichever occurs first. The Union shall promptly forward to the University notice of cancellations of a dues deduction authorization. Cancellation notices given by the member directly to the University are invalid unless the member has ceased to be a bargaining unit member.

Members of the Union who, for any reason, have a break in employment status with the University shall be considered members of the Union on their reinstatement to a bargaining unit position with the University, and shall have their dues deducted as members of the Union.

Section 2. The University agrees to deduct fair share fees monthly from the paychecks of those employees who have not authorized dues deduction per Section 1. The amount to be deducted will be certified by the Union's Treasurer. Members of the bargaining unit who have paid fair share fees in lieu of dues shall have the right to request in writing a copy of the Union's policies and procedures regarding fair share fees, including information on possible rebates in accordance with law.

Section 3. The Union and the University agree to safeguard the rights of non-association of employees, based on bona fide religious tenets or teachings of a church or religious body of which such employees are members. Religious objectors shall pay an amount of money equivalent to regular union dues to a nonreligious charity, or to another charitable organization mutually agreed upon by the employee and the Union, in accordance with the applicable procedures in ORS 243.666. Such employees shall furnish written proof to the Union and the University that this has been done.

Section 4. The Union will send a notice to the University establishing both the "Members" dues rate and the "Fair Share" fee rate. The Union will notify the University at least 60 calendar days in advance of any changes to these rates.

Section 5. Upon written request from a bargaining unit faculty member on a form provided by the Union and approved by the University, the bargaining unit faculty member may have Political Action contributions deducted from their paycheck.

An authorization to deduct Political Action contributions shall remain valid until the bargaining unit faculty member gives written notice to the University canceling the authorization or until the member separates from university employment. The bargaining unit faculty member shall also provide a copy of any cancellation notice to the Union. Members of the Union who, for any reason, have a break in employment status with the university and who are reinstated to a bargaining unit position may renew their authorization to have Political Action contributions

1 deducted from their paychecks by submitting the appropriate form.

2
3 **Section 6.** The University will send payment to the Union for the total amount deducted with a
4 list identifying the members for whom the deductions are made, the type of deduction, and the
5 amount deducted within 10 working days of the deduction being made.

6
7 **Section 7.** The Union assumes responsibility for and indemnifies the University for all claims
8 against the University, its officers, officials, employees or agents, arising out of or related to this
9 Article. The Union also will, at the option of the Union, either assume the defense of any such
10 claim or reimburse the University for its incurred defense costs at an hourly rate that is no more
11 than the hourly rate charged by the attorneys representing the Union.

12
13 **Section 8.** The University will not deduct any Union fines, penalties, or special
14 assessment from the pay of any bargaining unit faculty member.

ARTICLE 11. RELEASE TIME

Section 1. The University shall provide the Union with 2.5 annualized FTE of release time each academic year. For purposes of this section, course releases will equate to 0.1 FTE. Such release time may be used for the purposes of conducting union business, including, but not limited to, contract administration, grievances, and participation in the governance of the Union's state and national affiliates. No more than one bargaining unit faculty member may be released for this purpose from any department or unit at one time unless approved in writing by the Provost or designee, which approval shall not be unreasonably withheld.

Section 2. For each of the two terms prior to the expiration of the Agreement, the University shall provide an additional 2.1 FTE per term of release time for distribution to the Union's negotiating team for preparation for and attendance at negotiation sessions. For purposes of this section, course releases will equate to 0.3 FTE per term.

Section 3. The Union will notify the University of the particular faculty members who shall receive release time. Such notice will be provided as far in advance as possible to permit adequate coverage of assignments, but shall be no later than the first working day of the term preceding the release. If the Union opts to use available release time in less than 1 FTE increments, the bargaining unit faculty member and their dean, director, vice president or designee will meet and confer to determine which portions of a bargaining unit faculty member's work responsibilities will be released. The parties agree that such release time should be structured to minimize the impact on students.

Section 4. The Union may also purchase up to an additional five courses not to exceed 20 credits of release time, or its equivalent in research, each academic year. No more than one bargaining unit faculty member may be released for this purpose from any department or unit at one time, or from a department from which a bargaining unit faculty member has been released under Section 1 or 2 above, unless approved in writing by the Provost or designee, which approval shall not be unreasonably withheld. The Provost or designee shall have the final authority to approve requested course releases, which approval shall not be unreasonably withheld. The Union will notify the University by May 15 as to whether and how many course releases are being purchased for the following academic year. The University will inform the Union of the amount to be charged for the requested release(s), based on salary, OPE, and recovery of facilities and administrative costs. The Union will reimburse the University for that amount in exchange for the course release.

ARTICLE 12. FACILITIES and SUPPORT

Section 1. The University shall provide bargaining unit faculty members with facilities and services appropriate to the performance of their job duties and conducive to performing their duties in a professional atmosphere.

Section 2. The University shall provide Officers of Instruction with a university email address, a mailbox, access to a telephone number and voicemail, reasonable office space and desk space, and reasonable access to a telephone, a computer, storage space in an office or similar location that locks, a printer, a copier, private space for meeting with students (which need not be dedicated for this purpose), and access to electronic course management systems such as Canvas. All of the spaces, systems and equipment (except email and mailboxes) listed in this section may be shared.

The parties agree that reasonable office and desk space depends on the particular circumstances, including but not limited to: the space available to the department or unit; the other priorities for the use of the space; the FTE, schedule and nature of the work of the bargaining unit faculty member; and the bargaining unit faculty member's actual use of office and desk space. The University's decision on how to allocate such space will be given deference. If an arbitrator determines that a bargaining unit faculty member's assigned office or desk space is unreasonable, they will remand to the University to find an alternative that meets the standard of this section. The arbitrator cannot order that the University's physical space be used in any particular way, or that a bargaining unit faculty member be provided with any particular space.

Section 3. The University shall provide Officers of Research with a university email address, a mailbox, a telephone number and voicemail, appropriate workspace, and appropriate equipment to complete assigned work. All of the spaces, systems and equipment (except email and mailboxes) listed in this section may be shared.

Section 4. Bargaining unit faculty members shall have the right to access their work facilities when needed for the performance of their professional responsibilities. However, this shall not preclude the University from restricting access when necessary for university operations or in case of emergency.

Section 5. A bargaining unit faculty member who complies with the university's processes and deadlines around the assignment of classroom space shall be provided one classroom for the duration of a class period.

- a. Exceptions shall be made for pedagogical reasons or in cases of emergency.
- b. This Agreement recognizes that exceptions may also be made when the length or scheduled time of the class period makes it difficult to provide a single classroom for the entire class meeting. In those circumstances, the University will take every reasonable step to avoid these exceptions by anticipating late enrollment and the needs of programs where length and schedule time of class periods may be different from the classroom scheduling protocols applicable elsewhere in the university.

- 1
- 2 c. A bargaining unit faculty member has the right to discuss with their supervisor
- 3 preferences for or concerns about specific classrooms before assignments are made.
- 4
- 5 d. Bargaining unit faculty members will be provided with classroom space sufficient to seat
- 6 the maximum enrollment established at the time the course is opened for student
- 7 registration.
- 8
- 9 e. Assigned classrooms will have the technology identified as necessary by the bargaining
- 10 unit member and approved by the university at the time the course is opened for student
- 11 registration. Reasonable technological support will be made available to all faculty.
- 12
- 13 f. The University may change a classroom assignment if a classroom is determined to be
- 14 inaccessible for a student or employee. A bargaining unit faculty member should notify
- 15 the Office of the Registrar as soon as they identify a barrier to the access of a student or
- 16 employee to or within a classroom. The University will comply with all applicable laws
- 17 regarding disabilities and access for bargaining unit faculty members.
- 18

19 **Section 6.** All bargaining unit faculty members shall be assigned, and shall be expected to use

20 for university purposes, a University of Oregon email account, a Duckweb account, and a

21 DuckID at least 15 days before the employment start date or as soon as practicable. Bargaining

22 unit members shall follow university procedures and provide requested information in order to

23 obtain such services.

24

25 All bargaining unit faculty members not terminated for cause and who have complied with terms

26 of this Agreement and all policies applicable to the use of university email shall be provided

27 access to a University of Oregon email account, a Duckweb account, and university courseware

28 for at least two terms after the end of their employment. The former bargaining unit faculty

29 member must continue to comply with the terms of this Agreement and all policies applicable to

30 the use of university information assets.

31

32 **Section 7.** The University shall comply with all laws regarding accessibility of web- based

33 communications. The University shall furnish appropriate aids and services to bargaining unit

34 faculty members with disabilities as required by law. In determining what type of auxiliary aid

35 and service is necessary, the University shall be responsive to the requests of the bargaining unit

36 faculty member with disabilities.

ARTICLE 13. HEALTH and SAFETY

Preamble. The University of Oregon is noted for its strong tradition of collegiality and support for all members of the institution. Hostile, intimidating, or abusive behavior damages the strong sense of community so valued at UO. We should all work to ensure that each member of our community benefits from a respectful and inclusive working and learning environment. We expect that everyone will make a conscious effort to model the behavior necessary to create an inclusive and respectful climate for all.

Section 1. Bargaining unit faculty members have the right to work in a safe and healthy workplace that meets the safety and health requirements of the Oregon Safe Employment Act and is an environment that is not hostile, intimidating, or abusive. Bargaining unit faculty members shall not be required to work under conditions that violate applicable safety or health laws or regulations.

- a. A bargaining unit faculty member may report a condition that they believe does not comply with applicable safety or health laws. The University will assess the report.
- b. Upon conclusion of the assessment, the University shall inform the bargaining unit member (in writing if the report was made in writing) of the conclusion and what, if any, action is being taken.

Section 2. Bargaining unit faculty members will attend all required training on workplace health and safety offered by the University. Bargaining unit faculty members will be paid for attendance at required trainings.

Upon reasonable request, a bargaining unit faculty member will be provided instruction on how to safely operate equipment provided by the University for use by the bargaining unit faculty member in the performance of their duties.

Section 3. The Union may appoint two representatives to the Safety Advisory Committee.

Section 4. The University will develop a comprehensive written workplace violence prevention policy. The Union will have an opportunity to fully participate in the development of the policy.

At a minimum, the policy will address avoiding workplace violence, verbal and nonverbal threats, and similar actions, and will provide a procedure for the prompt reporting of incidents.

The policy will be developed and submitted to the Provost or designee. The Provost or designee will have final authority to establish the policy. If the Provost or designee materially alters the recommended policy they will provide a written explanation for the change(s) to the Union.

1 The workplace violence prevention policy will be posted on the Human Resources website.
2
3 **Section 5.** No bargaining unit faculty member will be subject to discrimination, discipline, or
4 termination for reporting that they have experienced workplace violence or the threat of
5 workplace violence.

1 **ARTICLE 14. NON-DISCRIMINATION**

2
3 **Section 1.** The University affirms its dedication to the principles of equal opportunity and
4 freedom from unlawful discrimination; as such, the University will not discriminate on account
5 of any of the protected categories under current federal, state, or local law, including the
6 following: race, creed, color, sex, religion, national origin, ancestry, marital status, domestic
7 partnership status, familial status, age, disability, veteran status, sexual orientation, gender
8 identity or expression, or membership or non-membership in or activity on behalf of or in
9 opposition to the Union. Unlawful discrimination includes unlawful sexual harassment.

10
11 The University affirms its obligations as a federal contractor with regard to affirmative
12 action.

13
14 **Section 2.** The University will offer all bargaining unit faculty members training regarding
15 unlawful discrimination. A bargaining unit faculty member shall complete any training
16 regarding unlawful discrimination that is required by the University. Bargaining unit faculty
17 members will ordinarily be required to complete training regarding unlawful discrimination
18 no more frequently than once every five years.

19
20 **Section 3.** Neither the University nor the Union shall unlawfully discriminate against,
21 intimidate, restrain, coerce, or interfere with any bargaining unit faculty member because of, or
22 with respect to, their lawful union activities, including participation in a grievance, or
23 membership, or the right to refrain from such activities or membership. In addition, there shall
24 be no discrimination against any bargaining unit member in the application of the terms of this
25 Agreement because of membership or non-membership in the Union.

1
2 **ARTICLE 15. ACADEMIC CLASSIFICATION AND RANK**
3

4 **Section 1.** The University shall assign each bargaining unit faculty member the classification,
5 category, and rank that most closely reflect the duties described in their appointment and job
6 description.
7

8 **Section 2. Classification**
9

10 The following are the classifications that apply to faculty bargaining unit positions. A
11 classification identifies the type of position.
12

- 13 a. **TENURE-TRACK AND TENURED:** A paid position wherein an individual is
14 designated by the University in writing as eligible for tenure or has been granted tenure in
15 writing by the Provost.
16
- 17 b. **ACTING:** A tenure-track paid position for individuals intended by the University to
18 become tenure-track assistant professors but who have yet to complete the terminal
19 degree.
20
- 21 c. **CAREER:** A non-tenure track paid position that is ongoing.
22
- 23 d. **VISITING:** A non-tenure track paid temporary appointment of limited duration (up to
24 two years) for (1) an individual who holds a like, similar, or relevant appointment at
25 another institution or (2) pursuant to norms of the specific discipline, an individual who
26 has recently obtained a terminal degree and is seeking further professional experience
27 prior to seeking a professorship.
28
- 29 e. **PRO TEMPORE:** A non-tenure track paid appointment that is intermittent or of limited
30 duration, except as provided in Section 7.
31
- 32 f. **POSTDOCTORAL SCHOLAR:** A non-tenure track paid, mentored research,
33 instructional, librarian, or combined position that is of limited duration for individuals
34 who have earned a doctoral degree.
35
- 36 g. **RETIRED:** A non-tenure track paid appointment post-retirement. A bargaining unit
37 faculty member is considered to be retired if they resign, ~~is non-renewed, or~~ is terminated
38 without cause from employment with the university, or enters into a tenure reduction or
39 relinquishment agreement and is:
40
- 41 i. eligible for unreduced or reduced benefits under the Public Employees Retirement
42 System (for participants in PERS) or the Oregon Public Service Retirement
43 Program (for participants in OPSRP);
44
- 45 ii. eligible under Internal Revenue Service rules to withdraw funds from an account
46 established under Optional Retirement Plan and meets the requirements for

unreduced or reduced benefits under, depending on date of hire, PERS Tier 1 or 2 or the OPSRP.

This classification includes the post-retired or emeritus faculty described in Article 1, Recognition.

Section 3. Category

The following are the categories that apply to bargaining unit positions. A category describes a rank or group of ranks.

- a. **PROFESSOR:** This category can only be used in the Tenure-Track or Tenured, Acting, Visiting, or Retired classifications. This category requires paid appointment with duties in all three areas of independent research, scholarship, and/or creative inquiry; instruction; and service.
- b. **CLINICAL PROFESSOR:** This category can only be used in the Visiting, Career, Pro Tem or Retired classifications. This category requires a non-tenure track paid appointment for individuals with primary duties in the area of clinical instruction or research.
- c. **PROFESSOR OF PRACTICE:** This category can only be used in the Visiting, Career, Pro Tem, or Retired classifications. This category requires a non-tenure track paid appointment with primary duties in the area of research or instruction. This category is to be held by eminently qualified professionals who have had a major impact on fields and disciplines important to University of Oregon programs. A Professor of Practice will:
 - i. have a substantial basis of experience equal to a tenured professor (normally a minimum of 12 years) and a national/international reputation for excellence reflected in a record of significant accomplishments;
 - ii. have a profile of accumulated professional accomplishments fully congruent with the rank of professor;
 - iii. have a rich and extensive background in a field and discipline relevant to the school, college, or unit of appointment at the University of Oregon; and
 - iv. serve as a liaison between the professional field and the University of Oregon.
- d. **INSTRUCTOR:** This category can only be used in the Visiting, Career, Pro Tem or Retired classifications. This category requires a non-tenure track paid appointment with primary duties in the area of undergraduate instruction. Instructor duties may include advising and mentoring responsibilities as well as possibility of involvement in design and development of courses and the curriculum.

- 1 e. LECTURER: This category can only be used in the Visiting, Career, Pro Tem or Retired
2 classifications. This category requires a non-tenure track paid appointment with primary
3 duties in the area of graduate instruction and education. The duties may also include
4 some undergraduate instruction and mentoring and advising responsibilities, as well as
5 the possibility of involvement in design and development of courses and the curriculum.
6 Appointments in the Lecturer category require the terminal degree (or its professional
7 equivalent) relevant to the appointment, but holding a terminal degree does not by itself
8 entitle a bargaining unit faculty member to appointment in the Lecturer category.
9
- 10 f. LIBRARIAN: This category can only be used in the Visiting, Career, Pro Tem, or
11 Retired classifications. This category requires a non-tenure track paid appointment with
12 primary duties in the university libraries. Appointments in the Librarian category require
13 a terminal professional degree, but holding a terminal degree does not by itself entitle a
14 bargaining unit faculty member to appointment in the Librarian category.
15
- 16 g. RESEARCH ASSISTANT: This category can only be used in the Visiting, Career, Pro
17 Tem or Retired classifications. This category requires a non-tenure track paid
18 appointment for individuals who have typically earned a bachelor's or master's degree.
19 Primary duties are in the area of research. Research Assistants typically work as members
20 of a research team under the direct supervision of other faculty researchers.
21
- 22 h. RESEARCH ASSOCIATE: This category can only be used in the Visiting, Career, Pro
23 Tem, or Retired classifications. This category requires a non-tenure track paid
24 appointment for individuals who have the terminal degree relevant to the appointment.
25 Primary duties are in the area of research, which are typically undertaken as part of a
26 research team or lab. Appointments in the Research Associate category require a terminal
27 degree (or its professional equivalent) in a relevant field, but holding a terminal degree
28 does not by itself entitle a bargaining unit faculty member to appointment in the Research
29 Associate category.
30
- 31 i. RESEARCH PROFESSOR: This category can only be used in the Visiting, Career, Pro
32 Tem or Retired classifications. This category requires a non-tenure track paid
33 appointment with duties primarily in the area of independent research, scholarship and/or
34 creative inquiry. Appointments in the Research Professor category require a terminal
35 degree relevant to the appointment. Primary duties are independent lines of inquiry,
36 which can be related to the work of colleagues but not dependent on it. A Research
37 Professor will have qualifications and research expectations equal to or exceeding those
38 for a tenure-track/tenured professor at the same rank in related fields.
39
- 40 j. RESEARCH SCIENTIST: This category can only be used in the Visiting,
41 Career, Pro Tem or Retired classifications. This category requires a non-
42 tenure track paid appointment for individuals who have at least a bachelor's
43 degree in a arena that is immediately relevant to the research program or
44 research facility in which the position resides. The key differentiator
45 between this position and the research assistant position is the technical
46 nature of skill set required of the position. Holding a relevant degree does

not by itself entitle a bargaining unit member to appointment in the research scientist category.

- k. **RESEARCH ENGINEER:** This category can only be used in the Visiting, Career, Pro Tem or Retired classifications. This category requires a non-tenure track paid appointment for individuals who have a bachelor's or higher from an accredited engineering program. The key differentiator between this position and the research assistant position is the technical nature of skill set required of the position. Holding a relevant degree does not by itself entitle a bargaining unit member to appointment in the research engineer category.
- l. **PRINCIPAL RESEARCH SCIENTIST:** This category can only be used in the Visiting, Career, Pro Tem or Retired classifications. This category requires a non-tenure track paid research appointment for individuals who have at least a master's degree in an arena that is immediately relevant to the program or research facility in which the position resides. The principle research scientist will:
- Have substantial experience at a responsible technical or managerial level (normally at least 12 years for holders of a master's degree and at least 6 years for a holder of a Ph.D.)
 - Show clear evidence of consistent performance in making original and innovative contributions to their discipline.
 - Show leadership in developing and management technical projects involving other faculty and students
 - Make substantial contributions to the University through service
- m. **POSTDOCTORAL SCHOLAR:** This category can only be used in the Postdoctoral Scholar classification. This category requires a non-tenure track paid appointment for a temporary and defined period of formally mentored research, instruction, librarianship, or scholarly training, for the purpose of allowing the Postdoctoral Scholar to acquire the professional skills needed to pursue a career path of their choosing. The appointment requires a doctoral degree. At the time of appointment, hiring documentation should include an articulated program of mentoring with an identified mentor.

Section 4. Rank

The following are the ranks within categories that apply to bargaining unit faculty members. Ranks define the level of promotion within a category.

- a. **PROFESSOR:** Ranks in this category in ascending order are assistant professor, associate professor, and professor.
- b. **CLINICAL PROFESSOR:** Ranks in this category in ascending order are assistant clinical professor, associate clinical professor, and clinical professor.

- c. PROFESSOR OF PRACTICE: The only rank in this category is professor of practice.
- d. INSTRUCTOR: Ranks in this category in ascending order are instructor, senior instructor I, senior instructor II.
- e. LECTURER: Ranks in this category in ascending order are lecturer, senior lecturer I, senior lecturer II.
- f. LIBRARIAN: Ranks in this category in ascending order are assistant librarian, associate librarian, and senior librarian.
- g. RESEARCH ASSISTANT: Ranks in this category in ascending order are research assistant, senior research assistant I, senior research assistant II.
- h. RESEARCH ASSOCIATE: Ranks in this category in ascending order are research associate, senior research associate I, senior research associate II.
- i. RESEARCH PROFESSOR: Ranks in this category in ascending order are assistant research professor, associate research professor, and research professor.
- j. POSTDOCTORAL SCHOLAR: The only rank in this category is Postdoctoral Scholar.
- k. RESEARCH SCIENTIST: Ranks in this category in ascending order are research scientist, senior research scientist I, and senior research scientist II.
- l. RESEARCH ENGINEER: Ranks in this category in ascending order are research engineer, senior research engineer I, and senior research engineer II.
- m. PRINCIPAL RESEARCH SCIENTIST: The only rank in this category is principal research scientist.

Section 5. At the time of hire, the University shall assign each bargaining unit faculty member a rank within the classification and category described in the job posting.

Nothing shall preclude a bargaining unit faculty member from being assigned and performing other duties not described in their specific classification, category, or rank as long as those duties are consistent with their job description.

Section 6. If the University lays off a bargaining unit faculty member in a position in the Career classification for economic or programmatic reasons, then the position cannot be refilled in the Career, Visiting, Pro Tem, or Postdoctoral Scholar classification within the subsequent two years unless approved by the Office of the Provost.

Section 7. Pro Tem positions will last no more than three years, unless the Provost or designee designates the position as an Ongoing Pro Tem position or gives a department or unit permission to extend the position for up to one year.

1
2 The Provost or designee can designate a Pro Tem position to be an Ongoing Pro Tem position
3 for legitimate pedagogical or programmatic reasons.
4

5 a. Legitimate pedagogical reasons for Ongoing Pro Tem positions include:

6 i. When a department or unit believes that the student learning experience is
7 enhanced by having new instructors cycle into the program to meet specific
8 course needs.

9 ii. When a department or unit identifies a position that is best taught by a working or
10 retired professional in the industry and the position is assigned no more than three
11 courses an academic year.

12 b. Legitimate Programmatic reasons for an Ongoing Pro Tem position include:

13 i. When a department or unit offers recent PhD graduates a short-term position and
14 there is an expectation that the new faculty members would fill this position every
15 one-to-three years.

16 ii. When a department or unit with traditionally large fluctuations in enrollment can
17 accommodate those fluctuations by having a reasonable number of Pro Tem
18 positions.

19 c. Inadequate or limited financial resources are not legitimate pedagogical or programmatic
20 reasons for designating a position an Ongoing Pro Tem position.
21

22 In rare cases, the Provost or designee can give a department or unit permission to extend a Pro
23 Tem position for one year beyond the three-year limit. In these rare cases, a faculty member may
24 continue in the Pro Tem position for one year beyond the three-year limit.
25

26 **Section 8.** The duration of a position in the Postdoctoral Scholar classification shall be no
27 more than three years. Postdoctoral mentors, however, may petition the Provost or designee
28 for an extension of no more than two years. Permission to continue a position in the
29 Postdoctoral Scholar classification for longer than three years must be granted by the Provost
30 or designee in writing.
31

32 **Section 9.** The University shall provide the Union with an annual report of all permissions to
33 extend a position in the Pro Tem or Postdoctoral Scholar classification beyond three years
34 made by the Provost or designee during the preceding academic year no later than the
35 following September 1.
36

37 **Section 10.** Bargaining unit faculty members in the Career classification shall have the right to
38 petition the Provost or designee to have their position recategorized if they believe that their
39 position was categorized incorrectly at the time of first hire or their position has evolved to more
40 closely resemble a different category. If a petition for recategorization is denied, a bargaining
41 unit faculty member may petition again after completion of at least one additional year of service
42 in the position.
43

44 When a position is recategorized through this process, the bargaining unit faculty member will
45 be assigned a new rank equivalent to their rank in the former category.
46

1 **Section 11.** Bargaining unit faculty members in the Pro Tem or Visiting or Postdoctoral Scholar
2 classification who believe that their positions should be positions in the Career classification may
3 petition for reclassification after the completion of two years of appointment. Because the
4 defining characteristic of the Pro Tem and Visiting and Postdoctoral Scholar classifications is
5 their limited duration, the decision of the Provost or designee should be guided by the current
6 and anticipated duration of the position.

7
8 **Section 12.** When a position is reclassified from a non-tenure track classification into the Tenure
9 Track and Tenured classification, a new national search is required to fill the position except
10 when an exception has been granted by the Provost's Office. For other classifications, a national
11 search is permissible, but not required when the original search was national in scope and when
12 the incumbent has had successful reviews.

13
14 **Section 13.** A reclassification or recategorization shall take effect at the beginning of the next
15 fiscal year or academic year, or other date as approved by the Provost or designee.

16
17 **Section 14.** A change in rank within a category requires a promotion.

ARTICLE 16. NOTICES OF APPOINTMENT

Section 1. Expectation of Employment.

Bargaining unit faculty members with an appointment in the Career classification (Career faculty) will be hired with the expectation of continued employment, except where specified in Section 10 and Article 19, Section 6. Their employment may only be terminated for cause (Article 24), through a program reduction or elimination (Article 25), or through layoff (Article 16). Expectations for funding-contingent Career faculty are in Section 10 below.

The employment of a bargaining unit faculty member in the Pro Tem, Visiting, Postdoctoral Scholar, or Acting classifications expires in accordance with its terms and no notice is required.

Section 2. Notification. Career faculty members can be laid off from their position at any time with appropriate notice.

Career faculty members who are in their first year of employment will have a notice period of at least 30 days' before being laid off.

Career faculty members who are in their second and subsequent years of employment, but have not achieved promotion, will have a notice period of at least 90 days before being laid off.

Career faculty members who have achieved promotion will have a notice period of at least 365 days before being laid off.

Funding-contingent Career faculty members who have achieved promotion shall receive at least 30 days-notice before being laid off. Funding-contingent Career faculty members who have not achieved promotion are not subject to notice before being laid off.

Section 3. Career Faculty Lay Off Rationale. The University may lay off a Career faculty member in their first year of employment for any reason.

The University may lay off a Career faculty member in their second and subsequent years of employment for the following reasons:

- a. Failure to meet the standards of excellence at a major research university, as determined through the procedures developed in accordance with Article 19; or
- b. Inadequate resources within the unit or department to continue funding the bargaining unit faculty member's position; or
- c. Pedagogical or programmatic reasons, including but not limited to, departmental adjustments necessary to accommodate graduate students; or
- d. Replacement of the laid off position(s) with a Tenure-related position.

1 The University shall provide a written statement documenting the reason for the layoff at the
2 time of notice.

3
4 It is acknowledged that in the layoff decisions pursuant to this section, subsection (a), (c) and (d)
5 rely on the University's exercise of academic judgment. Decisions made based on the basis of
6 inadequate resources as described in (b) may or may not rely on academic judgment.

7
8 Rationale for funding-contingent Career faculty layoff are in Section 10 below.

9
10 **Section 4.** In situations where more than one Career faculty member could be laid off to address
11 financial, pedagogical or programmatic needs, or to replace a position with Tenure-related
12 position, layoffs should be based on the functions and skills required to perform necessary work.
13 If more than one faculty member has the functions and skills to perform necessary work, layoffs
14 shall follow earned seniority (Pre-promotion first, then Senior I, then Senior II). The order of
15 layoffs may also take into consideration the equity goals of the university.
16 Grievances related to lay off decisions can be pursued exclusively through Article 23, Section
17 11.

18
19 **Section 5.** On or before July 1 of each year, the University will send a report to the Union
20 detailing the layoffs for the preceding year. The report will list the department and stated reason
21 the faculty member was laid off.

22 23 24 **Appointments**

25
26 **Section 6.** The Office of the Provost shall provide a bargaining unit faculty member to be
27 appointed to a position subject to this Agreement with written notification of the appointment
28 as soon as practicable. Notice by any other means is not valid notice and does not cause the
29 formation of an agreement between the University and the bargaining unit faculty member.
30 Oral promises regarding terms and conditions of employment and representations made in
31 writing by persons other than the Office of the Provost are not binding upon the University.
32 The notice of appointment, which may be provided electronically such as by email or link to a
33 website, shall include, but need not be limited to, the following:

- 34
35 a. Effective date of appointment;
36
37 b. Classification, category, and rank;
38
39 c. Department and title;
40
41 d. Duration of appointment, defined work periods (nine-month faculty, twelve-month, etc.)
42 and/or if appointment is contingent on funding;
43
44 e. Tenure status, including the nature of any restrictions on eligibility for tenure and any
45 credit for prior service; or
46

- f. Career status, including the nature of any restrictions on eligibility for promotion and any credit for prior service;
- g. Salary;
- h. FTE;
- i. Other requirements of employment.

Section 7. Career faculty will be assigned a base FTE at the time of hire. Permanent changes to that FTE for instructional Career faculty are only allowed by mutual written agreement between the bargaining unit faculty member and the Office of the Provost or Dean.

Instructional Career faculty members may agree to temporary changes in their base annualized FTE. If an instructional Career faculty member's actual FTE exceeds their base annualized FTE for at least three years over any five-year period, either:

- a. the instructional Career faculty member's base annualized FTE will be permanently increased to a mutually agreeable amount no less than the average of their FTE over the previous five years, or
- b. the instructional Career faculty member's FTE cannot be temporarily increased again.

This section only applies to annualized FTE assignments up to 1.0 during the regular academic year.

Section 8. The University will provide a bargaining unit member with written information concerning duties, responsibilities and institutional expectations. The University shall provide such written information, which may be provided electronically such as by email or link to a website, within a reasonable time of the notice of appointment or reappointment and whenever significant changes occur. The written information shall include:

- a. Professional responsibilities (see Article 17)
- b. Link to relevant school, college, or department policies

Section 9. Funding-Contingent Appointments. Notwithstanding the terms set above, funding contingent appointments are ongoing for as long as funding for the position is known to be available. A funding-contingent appointment can be terminated due to lack of funding, changing programmatic needs, or poor performance by the bargaining unit faculty member holding the appointment, subject to the notice requirements of Section 2 of this article.

Before terminating a funding-contingent appointment for a bargaining unit faculty member's poor performance, the University must meet with the bargaining unit faculty member to discuss the poor performance and provide the bargaining unit faculty member with written instructions and a timeline to remedy the poor performance.

Changes in FTE for funding contingent Career faculty are allowed by mutual agreement or

1 change in funding, programmatic need, or performance.

2
3 **Section 10.** Appointment or reappointment duration for bargaining unit members in the Pro
4 Tem, Visiting, Postdoctoral Scholar, or Acting classifications is at the discretion of the
5 University, in compliance with the provisions of this Agreement.

6
7 **Section 11.** The duration of the appointment for a Postdoctoral Scholar and the provisions for
8 appointment, renewal, or nonrenewal will be specified at the time of hire and included in the
9 written notification of appointment.

10
11 **Section 12.** The University supports and encourages, where feasible and appropriate, the
12 creation of NTTF appointments at 0.50 FTE or above. The University may not appoint a
13 Career NTTF at an FTE level of below 0.50 FTE to preclude providing benefits. Aggregate
14 appointments across two or more departments that total 0.50 FTE or above will receive
15 benefits.

16
17 **Section 13. Tenure-Track and Tenured.** The initial appointment in the Tenure-Track and
18 Tenured classification will usually be to the rank of assistant professor, without tenure, and
19 for a period of three years unless the University and the bargaining unit faculty member agree
20 to a shorter duration. At the time of hire, the University and the bargaining unit faculty
21 member may agree upon credit toward tenure for prior service. Such agreement will be
22 documented in the initial appointment. The University and the bargaining unit faculty member
23 may agree to reduce or forego the credit for prior service. Such agreement will be
24 documented in a revised notice of appointment.

25
26 **Section 14.** If an appointment of a full-time, tenure-track bargaining unit member is not to be
27 renewed for reasons other than for just cause (Article 24) or program elimination or reduction
28 (Article 25), notice of nonrenewal shall be given in writing as follows: during the first annual
29 appointment, by March 15 for those whose contracts expire on or about June 15, or at least
30 three months' notice given prior to expiration of the appointment, whichever is longer; during
31 the second year of service, by December 15 for those whose contracts expire on or about June
32 15, or at least six months' notice given before expiration of the appointment, whichever is
33 longer; in the third and subsequent years of service, at least 12 months' notice, which may be
34 given at any time.

35
36 **Section 15. Impact of enrollment on Career NTTF appointments.** In the event of course
37 cancellation for insufficient enrollment:

- 38
39 a. The University will work with the affected faculty member to determine if it is possible
40 to replace the course assignment with an equivalent course assignment within the same
41 appointment period and academic year. The assignment of an equivalent course
42 pursuant to the Section shall not be considered an overload assignment.
- 43
44 b. If it is not possible to replace the course assignment within the same appointment period
45 and academic year, the department may provide an equivalent, alternative assignment
46 consistent with the department's workload policy. Examples of such work include but

1 are not limited to the following: advising; determining course equivalencies for transfer
2 credit; assessment projects; curriculum development; substitute teaching; recruiting for
3 study abroad programs. The equivalent, alternative assignment must be completed
4 during the same term the cancelled course was scheduled.

- 5
6 c. If assignments cannot be made under (a) and (b) of this section, the bargaining unit
7 faculty member shall be assigned faculty-related work by the Dean's office.
8

9 **Section 16.** There will not be notices of appointment associated with Summer Session
10 instructional appointments. The provisions of Summer Session appointments will be
11 communicated in writing or email in accordance with Article 18.
12

ARTICLE 17. ASSIGNMENT OF PROFESSIONAL RESPONSIBILITIES

Preamble. The University and the Union recognize that, given the diverse nature of the work performed by bargaining unit faculty members, the varying types of appointments, and the needs of the university, the weighting of assignments and the particulars of individual assignments will vary both between and within units. The University and the Union also recognize that each bargaining unit faculty member has the obligation to devote his or her best efforts to the university, and particularly to students; to perform all duties with professionalism and diligence and in accordance with the standards appropriate in AAU institutions; to act ethically and in compliance with the accepted professional standards; to account for all money or property received; to use money and property only for lawful purposes and in accordance with policy; to treat confidential information as confidential; to cooperate with the university with regard to investigations, audits, and legal proceedings; and to represent the university with professionalism.

Section 1. Assignment of professional responsibilities may consist of some combination of instructional activities (including class preparation, classroom teaching, evaluation of student work, advising and mentoring, and various forms of communication with students); research, scholarship, and creative activity; and service within the department, school, college or institute, and the University, and to external organizations, and communities.

Section 2. The faculty in each department or unit will maintain a written policy for the assignment of professional responsibilities and stipends or academic support resources, by first considering any input provided by the department or unit head, dean, vice president, Provost, or designee. The faculty will submit their recommended policy changes to the appropriate dean, vice president, or designee for review. The dean, vice president, or designee will document and discuss any revisions they make to the policy with the faculty before submitting his or her recommended policy changes to the Provost or designee. The Provost or designee will have final authority to establish the policy for each department or unit. If the Provost or designee materially alters the faculty-recommended policy changes, they will provide a written explanation for the change(s) to the faculty in the department or unit. The department or unit head, dean, vice president, Provost, or designee may initiate changes to established policies by informing the appropriate faculty of the change being considered, thereby initiating the process described in this Section.

Faculty initiated revisions will follow the process set forth in Article 4, Section 4.

Section 3. The workload policy shall define a 1.0 FTE workload for all academic instructional classifications and ranks employed by the department or program, and shall address how each of the following items contribute to the overall FTE. For non- instructional classifications or where tenure-related or non-tenure track faculty are not primarily instructional, specific job descriptions should be developed to address the particular workload of the bargaining unit faculty member. Instructional faculty workloads will, in general, address the following:

- a. Course load

- b. Service expectations
- c. Research, scholarship and creative activity
- d. Professional development related to teaching, research and service
- e. Undergraduate and graduate advising
- f. Student contact and communication

Section 4. Workload policies should also describe a process for accounting for individual faculty needs when assigning workload. Factors to consider include, but are not limited to:

- a. New course preparations
- b. Balance of workload components based on faculty review, promotion and tenure, professional development expectations and agenda for research, scholarship and creative activity
- c. Administrative duties
- d. Timing of activities (e.g., publication and grant deadlines, course load in given terms, and promotion review dates)
- e. Job description

Section 5. An individual's particular professional responsibilities shall be assigned in accordance with the departmental or unit policy. Assignments shall reflect:

- a. The instruction, research, and service needs of the university and its departments, institutes, centers and other academic units;
- b. The bargaining unit member's qualifications and expertise and potential to acquire the appropriate expertise;
- c. The bargaining unit member's evolving professional interests;
- d. Generally accepted practices in the field; and
- e. A realistic balance of duties consistent with the criteria for review.

Section 6. The Provost or designee shall be responsible for the scheduling and assignment of all bargaining unit faculty members' professional responsibilities. Bargaining unit faculty members shall be afforded the opportunity to meet with their dean, director or department or unit head at least annually, before responsibilities are assigned, to discuss the bargaining unit faculty member's preferences regarding assignments for teaching, research, service and other professional responsibilities as set forth in this Article, and the member's anticipated resource

needs.

The Provost or designee may modify scheduled assignments, provided that the department or unit head discusses changes with the faculty member before they are made and that changes are not made for arbitrary or capricious reasons.

Faculty members may request to adjust schedules or assignments.

Section 7. Each bargaining unit faculty member must be fully engaged in teaching, research, and service work for the university to the extent of his or her appointment, and must be engaged in work or reasonably available for work for the entirety of the term for which the bargaining unit member is employed unless on approved leave.

Section 8. An overload assignment is (1) an assignment that is in addition to the bargaining unit faculty member's regular assignment and FTE status; (2) a one time or limited assignment, made or approved by the Provost or designee, that is in addition to or different from regular or usual assignments for the member's classification and rank; or (3) assignments unrelated to the bargaining unit member's primary job responsibilities.

Section 9. Overload appointments, except those listed in Section 10, will be assigned an FTE percentage commensurate with normal workload duties and compensated accordingly. Faculty may request that overload compensation take the form of class release. No bargaining unit faculty member may be disciplined or terminated for refusing an overload assignment.

Section 10. The following programs rely on alternative compensation models in order to be financially viable and, therefore, any overload assignments in these programs may be compensated through a lump sum in an amount to be agreed upon by the University and the bargaining unit member:

- a. IntroDucktion
- b. Freshman Seminar
- c. College Scholars
- d. College Advising
- e. First-year Interest Groups (FIGs)
- f. General Education Renaissance
- g. Rutherford Initiative
- h. Oregon Executive MBA Program (OEMBA)
- i. Humanities Program
- j. Academic Extension
- k. International Student Orientation
- l. Sports Product Management Program
- m. Study Abroad
- n. Honors College Seminars
- o. Insight Seminars
- p. Academic Residential Communities (ARC)
- q. Short Executive Seminars

1 r. Any one-day seminars, workshops, or similar one-day programs
2
3 Other programs or activities may be compensated with a lump sum upon mutual agreement
4 between the University and the Union.
5

6 **Section 11.** Appointments for which compensation is paid, in whole or in part, with
7 federal funds may be ineligible for overload appointment or compensation.

1 **ARTICLE 18. SUMMER SESSION APPOINTMENTS AND ASSIGNMENTS**

2
3 **Section 1.** Every unit will have a policy for the appointment, professional responsibilities,
4 course cancelation, and compensation for Summer Session work. Appropriate programs, like
5 Global Education Oregon (GEO), may also implement summer session appointment policies.
6

7 The colleges or schools will provide language to be included in every policy governing
8 compensation, appointments, and budgeting surrounding Summer Session. The language shall
9 include the University of Oregon summer payroll practices guidelines developed in November
10 2014. The college or school language will be reviewed and edited by a review committee
11 made up of three University representatives and three Union representatives before being
12 forwarded to departments or units. Final department policies will be approved by the Dean's
13 office. Programs with summer session policies may also include rules with respect to
14 compensation, appointment, and budgeting.
15

16 **Section 2.** Summer appointments for those on academic year appointments are in addition
17 to the academic year contract. Summer Session appointments may include Coordinator of
18 Summer Session or other similar appointments.
19

20 **Section 3.** An offer of a Summer Session appointment will be made at least five weeks prior
21 to the beginning of the appointment, whenever feasible.
22

23 **Section 4.** Except for faculty who meet the requirements listed in Section 5, a bargaining
24 unit faculty member on an academic year appointment is not required to accept a Summer
25 Session appointment, and will not be subject to discrimination and/or retaliation for declining a
26 Summer Session appointment.
27

28 **Section 5.** A bargaining unit faculty member may be required to accept a Summer Session
29 appointments as a condition of a 9-month appointment in programs or departments where there is
30 a past practice of such Summer Session requirements.
31

32 If a bargaining unit faculty member is required to accept a Summer Session appointment, the
33 terms and conditions of the Summer Session appointment will be specified at the time of the 9-
34 month appointment in accordance with Article 16.
35

36 Required Summer Session assignments will be assigned an FTE percentage commensurate with
37 normal workload duties and compensated at the bargaining unit faculty member's normal base
38 salary.
39

40 **Section 6.** The department or unit head may cancel a scheduled class or reassign a bargaining
41 unit faculty member based on faculty expertise; student demand; unit, school, college, or
42 university needs; and in accordance with approved policies. In the event that a course is
43 cancelled, the department or unit will attempt to appoint the bargaining unit faculty member to a
44 new assignment.

ARTICLE 19. NON-TENURE TRACK FACULTY (NTTF) REVIEW AND PROMOTION

Section 1. Reviews for Career faculty will include regular reviews associated with performance and promotion. If a bargaining unit faculty member seeks promotion in a year when a performance review is due, only a single review is required.

Section 2. Policies and Procedures. The faculty in each department or unit that employs Career faculty will develop written procedures and criteria for Career faculty, which must comport with the general guidelines in Section 4 of this Article. Each department or unit's promotion process will include a promotion review committee which should include Tenure-Track and Tenured faculty and, where possible, Career faculty at or above the rank sought by the candidate. Each policy will include a process for reviewing the performance of any Pro Tem faculty employed by the department or unit. Each policy will also address whether internal and/or external reviewers will be included in the review and promotion process and how internal and/or external reviews will be conducted. If reviewers external to the unit or university are included, they should be reviewers who can present a knowledgeable and objective evaluation of the candidate and his or her qualifications. Internal and/or external reviewers must be asked to base their evaluation and judgment on the criteria in use by the academic department or program.

The faculty in each department or unit will begin the process of developing a written policy setting forth the procedures and criteria for Career faculty review and promotion, by first considering any input provided by the department or unit head, dean, vice president, or the Office of the Provost. The faculty will submit their recommended policy to the appropriate dean, unit head, or designee for review. The dean, unit head, or designee will document and discuss any revisions they make to the policy with the faculty before submitting their recommended policy to the Office of the Provost or the Vice President for Research and Innovation, as appropriate, who will have final authority to establish the policy for each department or unit. If the dean, unit head or Office of the Provost, or the Vice President for Research and Innovation materially alters the faculty-recommended policy they will provide a written explanation for the change(s) to the faculty in the department or unit. The department or unit head, dean, vice president, Provost, or designee may initiate changes to established policies by informing the appropriate faculty of the change being considered, thereby initiating the process described in this Section.

Faculty initiated revisions will follow the process set forth in Article 4, Section 4.

The procedures and criteria for review and promotion must be published on the Office of the Provost or Research and Innovation website and in the department or unit. If procedures or criteria change during the course of an Career faculty bargaining unit member's employment, the bargaining unit faculty member may elect between current criteria and those in effect during the six years prior to the initiation of a given review or promotion process.

Performance Reviews for Career Faculty

Section 3. Performance reviews for Career faculty are for the purpose of determining if the

Career faculty member is meeting the standard of excellence appropriate to a major research university based on their job duties. Performance reviews should be designed to help Career faculty members grow as educators, scholars, and researchers, identify areas of strength, and identify areas that need improvement associated with their position.

Section 4. The details and structure of performance reviews are described in department and unit policies, and must follow University standards, templates, and the following guidelines:

- a. Career faculty must be reviewed each year for the first three years of employment and at least once every three years (academic years for 9 month and fiscal years for 12 month) of employment thereafter. The review will consider the Career NTTF bargaining unit faculty member's performance since the last review.
- b. Performance reviews may take place out of cycle when a department or unit head has identified or become aware of performance problems. The department or unit head shall meet with the Career faculty member to discuss areas of concern and evaluate whether a formal performance review is warranted. Nothing in this section changes the process for addressing poor performance for funding-contingent faculty set forth in Article 16, Section 11.
- c. Career instructional faculty reviews must consider at minimum information from Student Experience Surveys, peer review(s), and the faculty member's Instructor Reflection surveys and/or teaching statements for the review window. For instructional Career faculty, student experience surveys will be offered for all courses with five or more students. Instructional Career faculty are expected to undergo at least one peer review of teaching per review window. The department or unit will establish a time frame for notification to the Career faculty member before a peer review is conducted.
- d. Career faculty with research appointments will be reviewed by established procedures to assess the quality of work performed and the outcomes of their contributions to the research program.
- e. Librarians will be reviewed for demonstrated achievement in their professional roles in the Library.
- f. Career faculty will be reviewed based on their service. Service is defined in unit level rules and may include activities performed for the unit, University, field, and community.
- g. To the extent applicable, the evaluation of scholarship, research, and creative activity will include an assessment of work quality, impact on the field nationally and internationally, and overall contribution to the discipline or program.
- h. The review process will include an opportunity for the Career faculty member to discuss their efforts and performance with an appropriate supervisor at least once during each review period.

- i. As part of each performance review, a Career faculty member will have an opportunity to submit a personal statement containing information relevant to their performance of assigned duties and responsibilities.
- j. In evaluating the performance of required professional development activities, the review will consider the availability of professional development funds, opportunities for professional development, and the Career faculty member's efforts to secure funding.
- k. Career faculty members will be evaluated only by the criteria approved and made available to the faculty member.
- l. Performance reviews must include a determination if the faculty member meets, exceeds, or does not meet expectations in their assigned duties.

Promotion Reviews for Career Faculty

Section 5. Eligibility for Promotion. Career faculty members will be eligible for promotion after accumulating six years of employment as a faculty member at or above 0.3 annualized FTE per year, accrued at no greater than three terms per academic year for bargaining unit faculty on nine month contracts, and at four terms per year for bargaining unit faculty on 12-month contracts.

The six years of employment do not have to be consecutive.

Career faculty members who will have completed five years of employment as a faculty member at or above 0.3 annualized FTE per year may initiate the promotion process in the Spring term of the fifth year if they have an expected appointment of 0.3 annualized FTE or greater for the sixth year.

Career faculty members who have completed more than five years of employment as a faculty member at or above 0.3 annualized FTE per year may initiate the promotion process in the Spring term of any year.

Career faculty members who have achieved promotion must wait at least three years before initiating the promotion process again, regardless of the number of accumulated years of employment.

Section 6. "Up or Out." For all Career faculty members other than librarians, promotion is elective and does not involve an "up or out" decision. Librarians must undergo review for promotion to associate librarian at the first time they become eligible. If promotion is denied, the librarian will receive a two-year fixed-term appointment, and must come up for promotion again in the second year. If promotion is denied a second time, the librarian will finish their appointment at the end of the fixed-term appointment. Promotion from associate librarian to senior librarian is elective.

Section 7. Accelerated Review. An accelerated promotion review may occur in particularly meritorious cases as determined by the Provost or designee in consultation with the appropriate vice president, dean, department or unit head, and affected bargaining unit faculty member.

Section 8. Credit for Prior Service. When credit for prior service is agreed upon, the terms of hire will state the number of years of credit granted and the earliest date for promotion eligibility. Teaching, scholarship, research, and creative activity completed by the bargaining unit faculty member during the period of prior service will receive full consideration during the promotion process if the bargaining unit member elects the earliest date for promotion review. Should a bargaining unit member who received credit for prior service at the time of hire choose to delay the review until completing the required six years at the University of Oregon, teaching, scholarship, research, and creative activity completed prior to arrival at the university will be of secondary consideration during the promotion process. Should the bargaining unit faculty member choose to use some, but not all of the credit for prior service, the focus of the review of teaching, scholarship, research, and creative activity will adjust appropriately so that, for example, four years at the University of Oregon would mean that at most two years of prior service will receive full consideration.

Section 9. Joint Appointments. A joint appointment is one appointment that spans two or more units. For NTTF bargaining unit members holding joint appointments, a memorandum will be completed at the time of hire or assignment specifying expectations for promotion review and identifying how the promotion process will be handled among the units. Such memorandum is not valid unless approved in writing by the bargaining unit faculty member and the Provost or designee.

Section 10. Multiple Appointments. A multiple appointment describes when a bargaining unit faculty member has separate appointments in two or more units. For Career faculty bargaining unit members holding multiple Career appointments, a memorandum will be completed at the time of a second or subsequent hire or assignment specifying expectations for promotion review and identifying how the promotion process will be handled among the units. Such memorandum is not valid unless approved in writing by the bargaining unit faculty member and the Provost or designee.

Promotion Process for All Career Faculty except for those in the Research Assistant and Research Associate Categories

Section 11. Initiating the Promotion Process. Candidates wishing to be considered for promotion should notify the appropriate department or unit head in the Spring term prior to the year when promotion is sought, and must provide the following:

- **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the bargaining unit faculty member's current research, scholarly, and creative activities and accomplishments, including publications, appointments, presentations, and similar activities and accomplishments.

- 1 • **Personal statement:** A 2-6 page personal statement developed by the bargaining unit
2 faculty member evaluating his or her performance measured against the applicable
3 criteria for promotion. The personal statement should expressly address the subjects of
4 teaching; scholarship, research and creative activity; and service contributions to the
5 academic department, center or institute, school or college, university, profession, and
6 the community. The statement should also include discussion of contributions to
7 institutional equity and inclusion.
8
- 9 • **Teaching portfolio (if applicable):** Representative examples of course syllabi or
10 equivalent descriptions of course content and instructional expectations for courses
11 taught by the bargaining unit faculty member, examples of student work and exams, and
12 similar material.
13
- 14 • **Scholarship portfolio (if applicable):** A comprehensive portfolio of scholarship,
15 research and creative activity; and appropriate evidence of national or international
16 recognition or impact.
17
- 18 • **Service portfolio (if applicable):** Evidence of the bargaining unit faculty member's
19 service contributions to his or her academic department, center or institute, school or
20 college, university, profession, and the community, such as op ed pieces, white papers
21 authored or co-authored by the faculty member, commendations, awards, or letters of
22 appreciation. The portfolio may also include a short narrative elaborating on the faculty
23 member's unique service experiences or obligations.
24
- 25 • **Professional activities portfolio (if applicable):** A comprehensive portfolio of
26 professional or consulting activities related to his or her discipline.
27
- 28 • **Internal and/or external reviewers (if applicable):** A list of qualified internal
29 and/or external reviewers provided by the bargaining unit faculty member.
30

31 **Section 12. Waiver of Access to Materials.** Bargaining unit faculty members may choose to
32 waive in advance in writing their access to see any or all of the evaluative materials (see Article
33 8, Personnel Files). Such waivers, however, shall not preclude the use of redacted versions of
34 these documents in a denial review process. The redacted versions are intended to protect the
35 identity of the reviewer. If redactions are insufficient to do so, the University may prepare a
36 suitable summary. A waiver will be included in the promotion file.
37

38 **Section 13. Notice of Meetings.** A bargaining unit faculty member will receive at least three
39 days' notice of any meeting or hearing which the member is invited or required to attend, with a
40 dean or the Provost or designee regarding recommendations or decisions on promotion. The
41 bargaining unit faculty member may have a colleague or Union representative present at the
42 meeting as an observer.
43

44 **Section 14. Evaluation file.** The promotion review file should generally include the
45 following information:
46

- Statement of duties and responsibilities
- Curriculum vitae
- Conditions of appointment
- Criteria for promotion
- Personal statement
- Supervisors' letters of evaluation
- Professional activities portfolio (if applicable)
- Teaching portfolio (if applicable)
- Scholarship portfolio (if applicable)
- Service portfolio (if applicable)
- Internal and/or external reviews (if applicable)
- Department or unit committee recommendation
- Department, unit, center or institute head's recommendation (if applicable)
- Vice president's, dean's or director's recommendation
- Waiver of access to materials (if applicable)

Section 15. Review by Department or Unit. The department or unit head or designee should solicit any internal and/or external reviews, as applicable. A department or unit committee will review the file and make a recommendation to the department or unit head. The department or unit head will then prepare an explanation of the merits of the promotion case and a recommendation on the case. The report will include the department or unit-level promotion committee report and recommendation and a voting summary, and the department or unit head's own independent recommendation. The file will then be sent to the appropriate vice president, dean or director for review.

Section 16. Review by Vice President, Dean or Director. The vice president, dean, or director, as appropriate, will review the file, and may consult with appropriate persons and may ask for and document additional non-confidential information. Once the vice president, dean, or director deems the file complete, they will prepare a separate memorandum and recommendation. The vice president, dean, or director will share their memorandum and recommendation with the candidate and allow them 10 days from the date of receipt of the memorandum to provide responsive material or information, which shall be included in the evaluation file. The vice president, dean, or director then will submit the complete evaluation file to the Provost or designee.

Section 17. Review by the Provost or Designee. The Provost or designee will review the file, with input from Academic Affairs and the Office of the Vice President for Research and Innovation, as appropriate, and decide whether to grant or deny promotion. The candidate will be notified of the decision in writing.

Section 18. Assumption of New Rank. Successful candidates for promotion will assume their new rank beginning with the next academic or fiscal year or the nearest next term of employment should their appointment not begin with fall term.

Promotion Process for Research Assistant and Research Associate Series

Section 19. Initiating the Promotion Process for Faculty in the Research Assistant and Research Associates Categories. Candidates wishing to be considered for promotion should notify the appropriate department or unit head in the Spring term prior to the year when promotion is sought, and must provide the following:

- **Curriculum vitae or resume:** A comprehensive and current curriculum vitae or resume that includes the bargaining unit faculty member's current research, scholarly and creative activities and accomplishments, including publications, appointments, presentations, and similar activities and accomplishments.
- **Personal statement:** A 2-6 page personal statement developed by the bargaining unit faculty member evaluating his or her performance measured against the applicable criteria for promotion. The personal statement should expressly address their impact and contribution to research excellence relative to their job duties. This statement should also include discussion of contributions to institutional equity and inclusion.
- **Scholarship portfolio (if applicable):** A comprehensive portfolio of scholarship, research and creative activity; and appropriate evidence of national or international recognition or impact.
- **Service portfolio (if applicable):** Evidence of the bargaining unit faculty member's service contributions to his or her academic department, center or institute, school or college, university, profession, and the community, such as op ed pieces, white papers authored or co-authored by the faculty member, commendations, awards, or letters of appreciation. The portfolio may also include a short narrative elaborating on the faculty member's unique service experiences or obligations.
- **Professional activities portfolio (if applicable):** A comprehensive portfolio of professional or consulting activities related to their discipline.
- **List of reviewers (if applicable):** A list of qualified internal and/or external reviewers provided by the bargaining unit faculty member. Normally, external reviews are not expected for those in the research assistant ranks.

Section 20. Waiver of Access to Materials. Bargaining unit faculty members may choose to waive in advance in writing their access to see any or all of the evaluative materials (see Article 8, Personnel Files). Such waivers, however, shall not preclude the use of redacted versions of these documents in a denial review process. The redacted versions are intended to protect the identity of the reviewer. If redactions are insufficient to do so, the University may prepare a suitable summary. A waiver will be included in the promotion file.

Section 21. Notice of Meetings. A bargaining unit faculty member will receive at least three days' notice of any meeting or hearing which the member is invited or required to attend, with a dean or the Provost or designee regarding recommendations or decisions on promotion. The bargaining unit faculty member may have a colleague or Union representative present at the

meeting as an observer.

Section 22. Evaluation file. The promotion review file should generally include the following information:

- Statement of duties and responsibilities
- Curriculum vitae
- Conditions of appointment
- Criteria for promotion
- Personal statement
- Supervisors' letters of evaluation
- Professional Activities Portfolio (if applicable)
- Scholarship Portfolio (if applicable)
- Service Portfolio (if applicable)
- Internal and/or external reviews (if applicable)
- Department, unit, center or institute head's recommendation
- Vice president's, dean's or director's recommendation
- Waiver of access to materials (if applicable)

Section 23. Review by Department Head or Unit Director or Manager. The department or unit head or designee should solicit any internal and/or external reviews, as applicable. The department or unit head will then review the file, including any internal or external reviews, and prepare a recommendation and an explanation of the merits of the promotion case. The file will then be sent to the appropriate vice president or dean for review. In the event that the unit head is the faculty member's supervisor/director/manager, the supervisor letter of evaluation and the unit head review may be combined into a single recommendation.

Section 24. Review by Vice President, Dean or Director. The vice president or dean, as appropriate, will review the file, and may consult with appropriate persons and may ask for and document additional non-confidential information. Once the vice president or dean deems the file complete, they will prepare a separate memorandum with a recommendation. The vice president or dean will share their memorandum and recommendation with the candidate and allow them 10 days from the date of receipt of the report to provide responsive material or information, which shall be included in the evaluation file. The vice president or dean director then will submit the complete evaluation file to the Provost or designee.

Section 25. Review by the Provost or Designee. The Provost or designee will review the file, with input from Academic Affairs and the Office of the Vice President for Research and Innovation, as appropriate, and decide whether to grant or deny promotion. The candidate will be notified of the decision in writing.

Section 26. Assumption of New Rank. Successful candidates for promotion will assume their new rank beginning with the fiscal year or with the next contract renewal after notification by the Provost of their promotion, whichever comes first.

1 **Reapplication, Appeals, and Withdrawal**

2
3 **Section 27. Reapplication for Promotion.** An unsuccessful candidate for promotion may
4 continue employment at his or her current rank as long as eligible to do so under this Agreement.
5 Career faculty bargaining unit members who are denied promotion may reapply for promotion
6 after having been employed by the university for an additional three years at an average of 0.3
7 FTE or greater, accrued at no greater than three terms per academic year.
8

9 **Section 28. Appeal of Promotion Denial.** Faculty who are denied promotion may appeal the
10 decision through the procedures in Article 21, Tenure and Promotion Denial Appeal.
11

12 **Section 29. Withdrawal of Application.** A candidate may withdraw an application for
13 promotion in writing to the Provost and the dean at any time before the Provost's decision.

ARTICLE 20. TENURE REVIEW AND PROMOTION

Section 1. This Article applies only to bargaining unit faculty members in the Tenure-Track and Tenured classifications. Tenure is in the University, and not in a college, school, department, program or discipline. The award of tenure requires an express grant by the Provost communicated in writing to the bargaining unit faculty member and signed by the Provost. There is no de facto tenure. Tenure means that the bargaining unit faculty member's employment may be terminated only for cause (Article 24), or in case of program eliminations or reductions (Article 25).

Section 2. Eligibility for tenure review. Except as authorized in writing by the Provost or designee, a bargaining unit faculty member is entitled to a decision on tenure only after six consecutive academic or fiscal years of employment at 1.0 FTE per year or the equivalent of consecutive part time employment at or above 0.5 FTE per year. An appointment is considered consecutive even if interrupted by one or more approved leaves of absence. The period of an approved leave of absence does not count toward consideration for tenure unless the bargaining unit faculty member elects otherwise.

Tenure and Promotion Criteria

Section 3. The University follows the same general timetable, process, and standards of performance for evaluation and promotion as do many other public research universities, particularly AAU institutions. The University also considers AAUP guidelines for tenure review and promotion.

The tenured faculty in each department or unit will begin the process of developing a written policy setting forth tenure and promotion criteria that are consistent with university-wide criteria, by first considering any input provided by the department or unit head, dean, vice president, Provost, or designee. The faculty will submit their recommended policy to the appropriate dean, vice president, or designee for review. The dean, vice president, or designee will document and discuss any revisions they make to the policy with the faculty before submitting his or her recommended policy to the Provost or designee. The Provost or designee will have final authority to establish the policy for each department or unit. If the dean, vice president, Provost or designee materially alters the faculty-recommended policy, they will provide a written explanation for the change(s) to the faculty in the department or unit. The department or unit head, dean, vice president, Provost, or designee may initiate changes to established policies by informing the appropriate faculty of the change being considered, thereby initiating the process described in this Section.

Faculty initiated revisions will follow the process set forth in Article 4, Section 4.

Section 4. Each department's or unit's promotion and tenure criteria are intended to be consistent with those of other major research universities and shall include expectations, including the proportional weights, for each of the following, as defined by each department or unit:

- a. Sustained high-quality, innovative scholarship in the faculty member's discipline, demonstrated through a record of concrete, accumulated research or creative activity;
- b. Effective, stimulating teaching in courses taught and in contributions to ensuring academic success for undergraduate and graduate students, as applicable;
- c. On-going, responsible service and leadership to the faculty member's students and department, the university, the community, and the faculty member's professional discipline more broadly.

These criteria will be available on the Academic Affairs website and in the department or unit.

Reviews

Section 5. Reviews for bargaining unit faculty members in the Tenure-Track and Tenured classification will consist of (1) annual reviews for faculty not holding tenure; (2) mid-term reviews between appointment and tenure review for the faculty without tenure; (3) tenure and promotion review; (4) three-year post-tenure reviews for tenured faculty in the third year following a tenure or promotion decision or following a sixth-year post-tenure review; (5) promotion-to-full-professor review for tenured faculty in their sixth year or later after receiving tenure; and (6) sixth-year post-tenure review for tenured faculty in their sixth year following a tenure and/or promotion decision or following a previous sixth-year review.

Section 6. Annual Reviews. Each tenure-track bargaining unit faculty member who has not received tenure and is not in the process of a tenure review will have an annual review conducted by the department or unit head or designee. These annual reviews provide an opportunity to evaluate the tenure-track bargaining unit faculty member's performance and offer an opportunity to address problems and to support faculty members in their progress toward the mid-term and tenure reviews.

Mid-Term Reviews

Section 7. Timing. Each bargaining unit faculty member in the tenured and tenure-track classification who has not received tenure will have a mid-term review approximately half way between appointment and eligibility for tenure. The timing of this review generally will be established at the time of appointment, in that this review will usually take place during the last year of the bargaining unit faculty member's initial contract. A successful review is one prerequisite for contract renewal. Review decisions will be made and communicated at least one month before the end of the initial contract.

Section 8. Initiating the Mid-Term Review. To initiate the mid-term review process, the department or unit head or designee will contact the bargaining unit faculty member during the fall term of the year in which the review will take place and request the following:

- **Election of Criteria:** The criteria the bargaining unit faculty member chooses to be reviewed under, if there has been a change in criteria since the time of hire, as per

Section 29.

- **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the faculty member's current research, scholarly and creative activities and accomplishments, including publications, appointments, presentations, and similar activities and accomplishments.
- **Scholarship portfolio:** A comprehensive portfolio of scholarship, research and creative activity; and appropriate evidence of national or international recognition or impact.
- **Personal statement:** A 3-6 page personal statement developed by the bargaining unit faculty member evaluating his or her performance measured against the applicable criteria for tenure and promotion. The personal statement should expressly address the subjects of teaching; scholarship, research, and creative activity; and service contributions to the academic department, center or institute, school or college, university, profession, and the community. The statement should also include discussion of contributions to institutional equity and inclusion.
- **Teaching portfolio:** Representative examples of course syllabi or equivalent descriptions of course content and instructional expectations for courses taught by the bargaining unit faculty member, examples of student work and exams, and similar material.
- **Service portfolio:** Evidence of the bargaining unit faculty member's service contributions to his or her academic department, center or institute, school or college, university, profession, and the community. Such evidence could include white papers authored or co-authored by the faculty member, commendations, awards, op ed pieces, and/or letters of appreciation. The portfolio should also include a short statement on the faculty member's unique service experiences or obligations.

Section 9. Department or Unit Head's Role: The department or unit head will obtain and place in the evaluation file copies of summary reports from the student evaluation process. The file must also include a recent peer evaluation of the bargaining unit faculty member's teaching. Once the department or unit head has obtained all of the appropriate documents and information, they will establish a committee of tenured faculty and provide the committee with access to the documents and information. The department or unit head will then:

- a. Obtain a report from the faculty committee including an assessment of the bargaining unit faculty member's progress toward tenure and promotion; and
- b. Prepare his or her own evaluation of the bargaining unit member's progress toward tenure and promotion; and
- c. Provide the department or unit head's report to the bargaining unit faculty member and allow the faculty member 10 days from the date of the receipt of the report to

1 provide responsive material or information, which shall be included in the evaluation
2 file; and
3

4 d. Submit the evaluation file to the appropriate dean.
5

6 If a department or unit has or develops a policy or practice of providing the report of the faculty
7 committee to the bargaining unit faculty member, the department or unit head shall do so.
8

9 **Section 10. Dean's Role.** The dean will review the file and may consult with appropriate
10 persons and may obtain and document additional relevant information. Once the dean deems
11 the file complete, they will prepare a separate report and recommendation. The dean will share
12 his or her report and recommendation with the bargaining unit faculty member and allow the
13 faculty member 10 days from the date of receipt of the report to provide responsive material or
14 information, which shall be included in the evaluation file. The dean then will submit a
15 summary report including dean's recommendation, department head's recommendation, faculty
16 committee report, and faculty member's curriculum vitae, statement, and responsive material or
17 information to the Provost or designee.
18

19 **Section 11. Provost's Role.** The Provost or designee will consider the cumulative
20 recommendations received from department faculty, the department or unit head, and the dean,
21 and then will decide the terms and duration of any subsequent appointment of the bargaining
22 unit faculty member. Upon Provost review, the summary report will be placed in the faculty
23 member's departmental or college personnel file.
24

25 **Tenure Review Process** 26

27 **Section 12. Initiating the Tenure Review Process.** To initiate the tenure review process, the
28 department or unit head will contact the bargaining unit faculty member no later than winter
29 term of the year preceding the year in which a tenure decision is required and request the
30 following:
31

- 32 • **Election of Criteria:** The criteria the bargaining unit faculty member chooses to be
33 reviewed under, if there has been a change in criteria since the time of hire, as per
34 Section 30.
35
- 36 • **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the
37 faculty member's current research, scholarly and creative activities and
38 accomplishments, including publications, appointments, presentations, and similar
39 activities and accomplishments.
40
- 41 • **Scholarship portfolio:** A comprehensive portfolio of scholarship, research and
42 creative activity; and appropriate evidence of national or international recognition or
43 impact.
44
- 45 • **Personal statement:** A 3-6 page personal statement developed by the bargaining unit
46 faculty member evaluating his or her performance measured against the applicable

criteria for tenure and promotion. The personal statement should expressly address the subjects of teaching; scholarship, research, and creative activity; and service contributions to the academic department, center or institute, school or college, university, profession, and the community. The statement should also include discussion of contributions to institutional equity and inclusion.

- **Teaching portfolio:** Representative examples of course syllabi or equivalent descriptions of course content and instructional expectations for courses taught by the bargaining unit faculty member, examples of student work and exams, and similar material.
- **Service portfolio:** Evidence of the bargaining unit faculty member's service contributions to his or her academic department, center or institute, school or college, university, profession and the community. Such evidence could include white papers authored or co-authored by the faculty member, commendations, awards, op ed pieces, and/or letters of appreciation. The portfolio may also include a short narrative elaborating on the faculty member's unique service experiences or obligations.
- **External reviewers:** A list of qualified outside reviewers provided by the bargaining unit faculty member.

Section 13. Schedule for Review of Tenure and Promotion Files. The Provost or designee will establish a schedule for the compilation and review of tenure and promotion files. If the bargaining unit faculty member fails to comply with the timeline established by the Provost for submission of materials, the department or unit head will notify the faculty member of the missed deadline by university email and the primary phone on record in the Banner system. If the faculty member does not respond within 14 days, tenure may be denied. If the faculty member responds within 14 days, the department or unit head will establish a new deadline for submission of all materials.

The new deadline must allow the University adequate time to complete the tenure review process by June 15. If the faculty member misses the new deadline, tenure will be denied.

Section 14. External reviews. The department or unit head will prepare a list of qualified external reviewers, with input from the department or unit faculty eligible to vote on a tenure and promotion case. The department or unit head will select a majority of the external reviewers, but the department or unit head's primary responsibility is to obtain the best judgments from the most highly qualified experts in the appropriate areas. Most, if not all, of the external reviewers should be at the rank for which the candidate is being considered or above (i.e., associate professor or professor for tenure and promotion to associate professor; professor for promotion to professor). Reviewers generally should come from comparable institutions or programs. The suggestions regarding rank and affiliations of external reviewers apply to the majority of the reviewers and are not strict prohibitions, so there is flexibility to meet particular circumstances. A minimum of five substantive external evaluations is required for a tenure case to move forward.

1 The department or unit head will recruit external reviewers from this list and provide them
2 with the candidate's signed and dated curriculum vitae, signed and dated personal statement,
3 the candidate's scholarship portfolio and the department's or unit's adopted criteria for
4 promotion and tenure.

5
6 **Section 15. Faculty Review.** The eligible faculty in the candidate's department or unit, or a
7 personnel committee comprised of a subset of the eligible faculty (if the department's or unit's
8 internal policy specifies the creation of such committee), will review the file and the external
9 reviews, prepare a report, and vote. In cases where there are too few eligible faculty members
10 to form a review committee within the candidate's department or unit, the department or unit
11 head will work with the appropriate dean to establish a committee including appropriate faculty
12 members from outside the department. A final vote will be conducted by signed ballot, and the
13 ballots will remain confidential to the extent permitted by law.

14
15 **Section 16. Review by Department or Unit Head, College or School Personnel Committee**
16 **and Dean.** The department or unit head will prepare an independent report and
17 recommendation, and then forward the entire file to the appropriate dean. The file then will be
18 reviewed by a school- or college-level personnel committee appointed by a process determined
19 by the dean. The committee will prepare an independent report and vote, and will forward the
20 entire file to the dean. This step may be bypassed in schools or colleges whose deans choose not
21 to convene a personnel committee. The dean will then prepare an independent report and
22 recommendation, and then meet with the candidate to discuss the case, review the
23 recommendations made by the department committee, department or unit head, and the school
24 or college-level personnel committee (if applicable), and the dean's own recommendation. Upon
25 request, the candidate will be provided with a copy of the dean's report that has been redacted in
26 accordance with the waiver status to protect personally identifiable information. The candidate
27 may provide responsive material for the file within 10 days of the meeting with the dean or the
28 receipt of the redacted report, whichever is later. The dean will then forward the entire file to the
29 Office of Academic Affairs.

30
31 **Section 17. Provost's Review of File.** The Provost or designee will review the promotion
32 and tenure file for completeness and general presentation, and may request additional
33 information from the dean. The file forwarded to the Provost or designee should include the
34 following:

- 35 • Promotion and tenure checklist
- 36
- 37 • Voting summary
- 38
- 39 • Criteria for tenure and promotion
- 40
- 41 • Dean's evaluation and recommendation
- 42
- 43 • School- or college-level personnel committee recommendation, where applicable
- 44
- 45 • Department or unit head's evaluation and recommendation
- 46

- Department committee recommendation
- Letters of evaluation section, including:
 - A single copy of each letter used to solicit an external review
 - A list of the materials sent to the external reviewers
 - A brief biographical sketch of each reviewer, including indication of any relationship with the candidate and whether the reviewer was suggested by the candidate
 - The external letters of review
 - Documentation of declinations to review (typically copies of email notifications)
 - Any internal letters of evaluation
- Curriculum vitae (signed and dated by the candidate), as seen by the external reviewers. Updates may be provided by the candidate in the form of a list of specific changes rather than as a full additional curriculum vitae
- Personal statement (signed and dated by the candidate), as seen by the external reviewers
- Statement of waiver, partial waiver, or non-waiver (see Article 8, Personnel Files)
- Statement of duties and responsibilities
- Conditions of appointment, including a copy of the current notice of appointment and any memoranda in the case of joint or multiple appointments
- Teaching evaluations, including:
 - UO checklist for the evaluation of teaching
 - List of all courses taught, including term, enrollment, and instructor and department mean scores for required questions
 - List of any/all teaching awards, including awards from the department, school or college, university, and external sources
 - List of all supervised dissertations, theses, and undergraduate honors papers
 - Sample course evaluation questions

- Statistical summary page for each course taught
- Peer evaluations of teaching
- An index of supplementary binder material
- Additional materials deemed necessary or advisable by the dean or Provost or designee
- A supplementary binder, which typically includes:
 - Full curriculum vitae of each external reviewer, if provided
 - Evidence of professional activities, including publications, as provided in the Scholarship Portfolio
 - Evidence of contributions to institutional equity and inclusion
 - Signed written student evaluations of teaching
 - A teaching portfolio, commonly including sample course materials such as syllabi, exams, homework assignments, etc. This material should be representative, not comprehensive, and may include other submissions, such as electronic websites for courses and other presentations of teaching efforts and innovations
 - A service portfolio, commonly including evidence of the candidate's service contributions to his or her academic department, center or institute, school or college, university, profession and the community. Such evidence could include white papers authored or co-authored by the faculty member, commendations, awards, op ed pieces, and/or letters of appreciation. The portfolio may also include a short narrative elaborating on the faculty member's unique service experiences or obligations

Section 18. University Faculty Personnel Committee Review. After the Provost or designee has reviewed the file and deemed it complete, the file is sent to the University Faculty Personnel Committee. The committee will review the file, request additional information from the Provost or designee if necessary, and then discuss and record a vote by the name of each person voting. The committee will prepare a written summary of its discussion which will include the outcome of the vote.

Section 19. Provost's Decision. The Provost has plenary authority to award or deny tenure. The candidate will be notified in writing of the Provost's decision. The letter accompanying the decision will contain an explanation of the reasons underlying the Provost's decision, if the decision is to deny tenure or promotion. A tenured appointment may not be less than .50 FTE. If tenure is granted, the letter will include a statement indicating the FTE of the tenured

1 appointment. The letter will be placed in the candidate's personnel file. The foregoing does not
2 preclude a subsequent written agreement between the Provost or designee and the candidate
3 adjusting the FTE of the appointment, so long as the appointment is at least .50 FTE.

4
5 Successful candidates are granted tenure and assume their new classification and rank at the
6 start of the next academic year, or sooner at the discretion of the Provost. Candidates who are
7 denied tenure will receive a notice of appointment which expires at the end of the academic or
8 fiscal year following the one in which the application for tenure was submitted.

9
10 **Section 20. Withdrawal of Application.** A bargaining unit faculty member may withdraw an
11 application for tenure in writing to the provost and the dean at any time before the Provost's
12 decision. Upon withdrawal, a bargaining unit faculty member will receive a notice of
13 appointment which expires at the end of the academic or fiscal year following the one in
14 which the application for tenure was submitted.

15 16 17 **Promotion Review**

18
19 **Section 21. Promotion from Associate Professor to Professor.** The process and timelines for
20 review and evaluation for promotion from associate professor to professor are the same as those
21 for promotion to associate professor and tenure, except:

- 22
23 (a) there is no requirement to initiate the promotion process to professor, and
24 (b) bargaining unit faculty members with tenure who are denied promotion from associate
25 professor to professor will remain employed at the associate professor rank, and
26 (c) the election of criteria bargaining unit faculty members may choose to be reviewed
27 under, if there has been a change in criteria, is limited to the preceding six years.

28
29 **Section 22.** The criteria for promotion from associate professor to professor will be developed
30 as described in Sections 3-5 of this Article. Department or unit criteria for promotion to
31 professor must be consistent with the general principles stated in those sections and must require
32 that the candidate have engaged in significant service demonstrating leadership and
33 commitment both within and outside the candidate's department or unit.

34 35 **General Provisions Related to the Tenure, Promotion, and Post-Tenure Review Process**

36
37 **Section 23. Accelerated Review.** An accelerated tenure review may occur in particularly
38 meritorious cases as determined by the Provost or designee in consultation with the appropriate
39 dean, department or unit head, and affected bargaining unit faculty member.

40
41 **Section 24. Credit for Prior Service.** When credit for prior service is agreed upon, the terms
42 of hire will state the number of years of credit granted, the earliest date for tenure
43 consideration, and the required date for tenure consideration. Scholarship, research, creative
44 activity, and teaching completed by the bargaining unit faculty member during the period of
45 prior service will receive full consideration during the promotion and tenure process if the
46 bargaining unit member elects the earliest date for tenure review. Should a bargaining unit

1 member who received credit for prior service at the time of hire choose to delay the review for
2 the full six years of full-time appointment at the University of Oregon, teaching, scholarship,
3 research, and creative activity completed prior to arrival at the university will be of secondary
4 consideration during the promotion and tenure process. Should the bargaining unit faculty
5 member choose to use some, but not all of the credit for prior service, the focus of the review
6 of teaching, scholarship, research, and creative activity will adjust appropriately so that, for
7 example, four years of full-time appointment at the University would mean that at most two
8 years of prior service will receive full consideration.

9
10 **Section 25. Joint Appointments.** For bargaining unit members holding multiple or joint
11 appointments, a memorandum will be completed at the time of hire or assignment specifying
12 expectations for promotion and tenure review and identifying how the tenure and promotion
13 process will be handled among the units. Such memorandum is not valid unless approved in
14 writing by the bargaining unit faculty member and the Provost or designee.

15
16 **Section 26. Notice of Meetings.** A bargaining unit faculty member will receive at least three
17 days' notice of any meeting or hearing which the member is invited or required to attend with a
18 dean or the Provost or designee regarding recommendations or decisions on promotion or
19 tenure. The bargaining unit faculty member may have a colleague or Union representative
20 present at the meeting as an observer.

21
22 **Section 27. Waiver of Access to Materials.** Bargaining unit members have the right whether to
23 waive in advance in writing their access to see any or all of the evaluative materials (see Article
24 8, Personnel Files). The choice by the bargaining unit faculty member to waive or not waive
25 access to evaluative materials shall not be considered during the evaluation process. Such
26 waivers, however, shall not preclude the use of redacted versions of these documents in a denial
27 review process. The redacted versions are intended to protect the identity of the reviewer.

28
29 **Section 28. Stopping of the "Tenure Review Clock."** The "tenure review clock" may be
30 stopped in the following circumstances, at the bargaining unit faculty member's discretion. The
31 bargaining unit faculty member must decide whether to opt to stop the tenure review clock at the
32 start of the leave or absence, or the tenure review clock will not be stopped during the leave or
33 absence. The bargaining unit faculty member, however, may later opt to restore the period when
34 the clock was stopped and may apply for tenure review at the time the bargaining unit faculty
35 member would have become eligible without the stopping of the clock.

36
37 The tenure review clock may be stopped: (1) for one year upon the birth or adoption of a child;
38 (2) for up to two years for approved leaves of absence without pay lasting two or more terms; or
39 (3) in other extraordinary circumstances as approved by the Provost or designee.

40
41 If a bargaining unit faculty member decides to stop the tenure review clock before the mid-term
42 review required in Sections 7-11, the mid-term review will also be delayed.

43
44 **Section 29. Report to the Union.** The University will send the Union an annual report of all
45 promotion and tenure decisions concerning bargaining unit faculty members in the Tenure-Track
46 and Tenured Professor classification made by the Provost during the preceding academic year no

1 later than the following September 1 and in accordance with applicable confidentiality
2 requirements.

3
4 **Section 30. Criteria Changes.** If criteria for review, promotion, and/or tenure change during
5 the course of a TTF bargaining unit faculty member's employment, the bargaining unit faculty
6 member may elect among current criteria and any in effect during the period of time specified
7 by the appropriate section of this Article prior to the initiation of a given review or promotion
8 process.

9 10 **Post-Tenure Reviews**

11
12 **Section 31.** The primary function of post-tenure review is faculty development. Post-tenure
13 review is not a process to reevaluate the award of tenure. The failure of a faculty member to
14 make substantial progress toward meeting the goals of a development plan established through
15 the post-tenure review process may be evidence of inadequate performance. The post-tenure
16 review process, however, may not be used to shift the university's burden of proof in a
17 proceeding to terminate a tenured faculty member for cause.

18
19 **Section 32. Third-Year Review.** Tenured bargaining unit faculty members will have an
20 interim review in the third year following promotion and a sixth-year major post-tenure review.
21 The three-year review is conducted jointly by the bargaining unit faculty member and the
22 appropriate department or unit head. As a result of the review, the department or unit head will
23 prepare a brief statement and share it with the bargaining unit faculty member, who may
24 respond in writing. The statement and any response will be placed in the bargaining unit faculty
25 member's personnel file.

26
27 **Section 33. Sixth-Year Review.** Tenured bargaining unit faculty members will have a
28 review in the sixth year following a promotion or a sixth-year post-tenure review.

29
30 **Section 34. Initiating the Sixth-Year Review.** To initiate the review process, the department
31 head, unit head or designee will contact the bargaining unit faculty member during the fall
32 term of the year in which the review will take place and request the following:

- 33
- 34 • **Election of Criteria:** The criteria the bargaining unit faculty member chooses to be
35 reviewed under, if there has been a change in criteria during the preceding six years,
36 as per Section 29. If there has been no change in the preceding six year, then the
37 criteria used will be those in effect at the time of the review.
 - 38
 - 39 • **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the
40 faculty member's current research, scholarly, and creative activities and
41 accomplishments, including publications, appointments, presentations and similar
42 activities.
 - 43
 - 44 • **Personal statement:** A 3-6 page personal statement developed by the bargaining unit
45 faculty member evaluating his or her performance measured against the applicable
46 criteria for tenure and promotion. The personal statement should expressly address the

1 subjects of teaching; scholarship, research, and creative activity; and service
2 contributions to the academic department, center or institute, school or college,
3 university, profession, and the community. The statement should also include discussion
4 of contributions to institutional equity and inclusion.
5

- 6 • **Sabbatical portfolio:** A report of the accomplishments and benefits resulting from
7 sabbatical, if applicable.
8

9 **Section 35. Joint appointments.** Tenured faculty members who hold joint appointments will be
10 reviewed by the primary unit. Input from appropriate reviewers (e.g., faculty, chair, dean) of the
11 secondary unit, including performance reviews, teaching evaluations, service and research
12 evaluations, must be considered by the primary unit as part of the review process.
13

14 **Section 36. Department or Unit Head's Role.** The department or unit head or designee will
15 obtain and place in the evaluation file copies of summary reports from the student evaluation
16 process. The file must also include a recent peer evaluation of the bargaining unit faculty
17 member's teaching. Once the department or unit head has obtained all of the appropriate
18 documents and information, they will establish a committee of tenured faculty members and
19 provide the committee with access to the documents and information. The department or unit
20 head or designee will then:
21

- 22 (a) Obtain a report from the faculty committee including an assessment of the
23 bargaining unit faculty member's performance; and
24
- 25 (b) Prepare their own evaluation of the bargaining unit faculty member's
26 performance; and
27
- 28 (c) Provide the department or unit head's report to the bargaining unit faculty member
29 and allow them 10 days from the date of the receipt of the report to provide
30 responsive material or information, which shall be included in the evaluation file; and
31
- 32 (d) Submit the evaluation file to the appropriate dean.
33

34 If a department or unit has or develops a policy or practice of providing the report of the faculty
35 committee to the bargaining unit faculty member, the department or unit head shall do so.
36

37 **Section 37. Dean's Role.** The dean will review the file and may consult with appropriate
38 persons and may obtain and document additional relevant information. Once the dean deems the
39 file complete, they will prepare a separate report and recommendation. The dean will share his
40 or her report and recommendation with the bargaining unit faculty member and allow them 10
41 days from the date of receipt of the report to provide responsive material and information,
42 which shall be included in the evaluation file. The dean will then submit the complete
43 evaluation file to the Provost or designee.
44

45 **Section 38. Provost's Role.** The Provost or designee will consider the cumulative
46 evaluations received from the faculty committee, the department or unit head, and the dean.

1
2 If the Provost or designee concludes that the bargaining unit faculty member's overall
3 performance was in the highest or second highest categories, the bargaining unit faculty
4 members will receive an increase in their base salary per Article 26.
5

6 If the Provost or designee concludes that the bargaining unit faculty member's overall
7 performance is unsatisfactory, the dean and the department or unit head shall consult with the
8 bargaining unit faculty member and recommend to the Provost a development plan for
9 demonstrable improvement. Such development plan should be implemented as soon as
10 practicable after a determination of unsatisfactory performance and have a goal of reaching
11 satisfactory performance by the next scheduled 3-year post-tenure review.

ARTICLE 21. APPEAL FROM THE DENIAL OF TENURE OR PROMOTION

Section 1. Scope of Article. This Article provides the only process through which a bargaining unit faculty member may appeal a decision of the Provost to deny tenure or promotion. No other grievance or appeal process shall apply, except for alleged procedural violations, which shall be governed by Articles 22 and 23 of this Agreement.

Section 2. Grounds for Appeal. A decision of the Provost to deny tenure or promotion may be appealed only on the following grounds: (1) whether the Provost was presented with errors of fact that materially affected his or her decision; (2) whether the Provost disregarded or overlooked material evidence that was provided to them; (3) whether material information was unavailable to reviewers through no fault of the candidate; and (4) whether the Provost's decision was arbitrary or capricious.

Section 3. Appeal Guidance. The Union and Academic Affairs will jointly be responsible for providing all bargaining unit faculty members denied tenure or promotion with information about the appeals process. Accordingly, bargaining unit faculty members, in the written decision denying tenure or promotion, shall be notified of their right to seek counsel from the Union. Upon a bargaining unit faculty member's request, the Union shall provide a representative to provide appropriate guidance through the appeal process.

Section 4. Access to Promotion and/or Tenure File. The bargaining unit faculty member may review, at any time, that portion of the promotion and/or tenure file which is open. In addition, the bargaining unit faculty member may review, at any time, a copy of the closed portion of the file that has been redacted in accordance with the waiver status to protect personally identifiable information.

Requests for access to the promotion and/or tenure file must be submitted by the bargaining unit faculty member in writing to the Office of Academic Affairs, who will provide the file to the bargaining unit faculty member for review as soon as possible, but no later than five days after the receipt of the request. If, for any reason, the Office of Academic Affairs provides the file to the bargaining unit faculty member later than five days after the receipt of the request, the timeline to file an appeal of tenure or promotion denial shall be suspended until the file is provided to the bargaining unit faculty member.

Appeal of Tenure or Promotion Denial Where Such Notice Results in Terminal Appointment.

Section 5. Initiating an Appeal. A bargaining unit faculty member who is denied tenure or promotion and receives a terminal appointment may seek review of the decision by sending a written statement of appeal to the Provost no later than 90 days following receipt of the written decision denying tenure or promotion. A decision denying tenure or promotion is deemed received on the day sent to the official uoregon.edu email address of the bargaining unit faculty member.

To be considered, the appeal statement must be signed and dated and must include the

1 following:

- 2
- 3 • the ground(s) for appeal being alleged;
- 4
- 5 • all arguments and supporting evidence the bargaining unit faculty member wishes to be
- 6 considered;
- 7
- 8 • proposed resolution;
- 9
- 10 • designation of a union representative (if desired); and
- 11
- 12 • whether a formal or informal process is requested.
- 13

14 The bargaining unit faculty member may elect to have the appeal considered either
15 informally or formally, but not both. In selecting the informal process, the bargaining unit
16 member waives the right to a formal hearing. In selecting the formal process, the bargaining
17 unit member waives the right to use the informal process.

18
19 **Section 6. Provost's Response to Appeal.** Within 30 days of the receipt of the appeal, the
20 Provost or designee shall prepare a written response and forward the appeal, together with his
21 or her response, to the Chair of the University Promotion and Tenure Review Appeal
22 Committee (PTRAC).

23
24 **Section 7.** The bargaining unit faculty member may make a peremptory challenge of one
25 member of the PTRAC. That member shall be replaced by one of three tenured candidates
26 selected to serve pro tem by the appellant from a list proposed by the Faculty Advisory
27 Council.

28
29 **Section 8. Informal Process: Review of Written Materials by the PTRAC.** The PTRAC will
30 consider the appeal solely on the basis of the written materials, consisting of the complete and
31 unredacted tenure file, the bargaining unit faculty member's statement of appeal, and the written
32 response from the Provost. The PTRAC will prepare a written report based upon the evidence
33 and submit it to the Provost and the bargaining unit faculty member within 30 days of the
34 receipt of the appeal, or within 30 days of the start of Fall term classes, if the appeal is received
35 by the PTRAC between May 1 and the start of Fall term. Should the PTRAC conclude that any
36 of the grounds for appeal set forth in Section 2 of this Article are present, it shall so advise the
37 Provost.

38
39 **Section 9. Formal Process: Review by and Hearing before the PTRAC.** In addition to a
40 review of the written materials as described in Section 7, the PTRAC shall conduct a hearing,
41 the purpose of which is for members of the PTRAC to ask questions of the Provost or designee,
42 the bargaining unit faculty member, and any witnesses called by the PTRAC. The PTRAC will
43 hold a hearing within 60 days of the receipt of the appeal, or within 30 days of the start of the
44 Fall term classes, whichever is later. The bargaining unit faculty member and the Provost or
45 designee will be given at least five days' notice of the time and place for the hearing. The
46 bargaining unit faculty member, the bargaining unit member's representative and/or legal

1 counsel, the Provost or designee and his or her representative, the University's legal counsel,
2 staff to the PTRAC, and any witnesses called by the PTRAC may be present at the hearing. The
3 representatives shall be observers only, unless asked to participate by the PTRAC. The bargaining
4 unit faculty member and the Provost or designee are responsible for any expenses incurred in
5 having a representative present.

6
7 Though it is expected that all information relevant to the appeal is included in the initial appeal
8 packet, newly discovered materials or materials otherwise unavailable to the bargaining unit
9 faculty member may be submitted to the PTRAC and the Provost or designee at least five days
10 prior to the hearing. No oral testimony by witnesses will be allowed at the hearing unless called
11 for by the PTRAC as part of its investigatory role.

12
13 The bargaining unit faculty member has the right to have the hearing open to the public. Should
14 the bargaining unit faculty member choose to have a closed hearing, the hearing shall be closed
15 to all except the PTRAC, the bargaining unit faculty member, the bargaining unit faculty
16 member's union representative and/or legal counsel, the Provost or designee and his or her
17 representative, the University's legal counsel, staff to the PTRAC, and any witnesses called by
18 the PTRAC.

19
20 In its investigatory role, the PTRAC has the sole discretion to call witnesses, though the
21 bargaining unit member may inform the PTRAC of individuals who may have relevant
22 information.

23
24 The deliberations of the committee shall be closed to all, including the bargaining unit faculty
25 member and the Provost or designee, except for the staff to the PTRAC. Should the PTRAC
26 need procedural advice from the Office of General Counsel, the University's Office of General
27 Counsel can be called into the deliberations of the committee by the PTRAC.

28
29 The hearing shall be recorded. The bargaining unit faculty member shall have access to the
30 appropriately redacted record of the appeal (as it exists at any given time) and to recordings of
31 the hearing. Neither the committee nor the University shall have any obligation to provide a
32 transcript of the recording.

33
34 The PTRAC will prepare a written report based upon the evidence and submit it to the Provost
35 and the bargaining unit member within 15 days of the conclusion of the hearing.

36
37 **Section 10. Decision by the Provost.** The Provost will consider the report of the PTRAC,
38 through either the informal or formal process, and notify the bargaining unit faculty member in
39 writing of his or her decision on appeal within 21 days of the receipt of the PTRAC's report.

40
41 **Section 11. Final Appeal to the President.** If the bargaining unit faculty member disagrees
42 with the Provost's decision on appeal, the faculty member may appeal in writing to the
43 President of the University within 10 days of the receipt of the Provost's written decision. The
44 President will notify the bargaining unit faculty member in writing of his or her decision within
45 21 days of receipt of the written appeal. The President's decision is final and binding and is not
46 subject to grievance, arbitration or further appeal.

1
2
3 **Section 12. Timelines.** The bargaining unit faculty member and the PTRAC may agree in
4 writing to an extension of the response time of the PTRAC. The bargaining unit member and
5 the Provost or designee may agree in writing to an extension of the initial appeal deadline or the
6 response time of the Provost or designee. The bargaining unit member and the President or
7 designee may agree in writing to an extension of the appeal deadline to the President or the
8 response time of the President.

9
10 “Days” means calendar days.

11 12 **Appeal of Promotion Not Resulting in a Terminal Appointment**

13
14 **Section 13. Avenue of Appeal.** A bargaining unit faculty member who is denied promotion that
15 does not result in a terminal appointment may file a grievance under Article 22, Grievance
16 Procedure, at Step 3, based only on the grounds described in Section 2 of this Article. The
17 grievance must be filed no later than 90 days from the receipt of the decision denying
18 promotion. The grievance will be heard by the Provost or designee.

19
20 **Section 14. Grievance Committee.** As part of the grievance process, the Provost or designee
21 will appoint a committee of three faculty members at or above the rank to which the bargaining
22 unit faculty member seeks to be promoted. At least one of the faculty members shall be
23 appointed from a list of nominees furnished by the Union, and at least one of the committee
24 members will be a bargaining unit faculty member. The bargaining unit faculty member has the
25 prerogative of striking one committee member and requesting a replacement member to be
26 chosen by the Provost. The committee will review the promotion file and make a written report
27 to the Provost as to whether any of the grounds for appeal set forth in Section 2 of this Article
28 are present.

29
30 **Section 15. Decision by the Provost.** The Provost will consider the report of the committee
31 and notify the bargaining unit faculty member in writing of his or her decision on appeal
32 within 21 days of the receipt of the committee’s report.

33
34 **Section 16. Final Appeal to the President.** If the Provost upholds the promotion denial, the
35 bargaining unit faculty member may appeal to the President or designee in writing, within 10
36 days of the issuance of the Provost’s decision. The President will review the file materials,
37 including the committee report, and issue a written decision to the bargaining unit faculty
38 member within 21 days of receipt of the written appeal. The President’s decision is final and
39 binding and is not subject to further grievance, arbitration or further appeal.

ARTICLE 22. GRIEVANCE PROCEDURE

Section 1. The objective of this Article is to secure a fair and equitable resolution of grievances at the lowest possible step of the grievance procedure. The procedures below shall be the sole method for resolving grievances.

Section 2. Definitions:

"Grievance" means an allegation that there has been a violation of a specific term of this Agreement. Grievances include the information stated in Section 6.

"Informal Resolution" means a resolution process that is conducted by the employee and labor relations team (ELR) or ELR's designee that is designed to resolve a grievance through informal processes like facilitated conversations, mediations or other informal processes that do not include a formal hearing and a written decision issued by the university. Except information that triggers a reporting obligation under UO policy or state or federal law, information shared during an informal resolution process cannot be used by the university, the union, or the grievant during a formal hearing or at arbitration.

"Grievant" means the member of the bargaining unit who initiates a grievance or the Union when it is the party who initiates a grievance.

"Day" means business day.

Section 3.

Informal Resolution Process

a. Initiation of a Grievance

- i. Within 45 days of the date the grievant knew, or reasonably should have known, of the act, omission, or condition which is the basis of the grievance, the grievant shall submit a grievance, as defined in Section 6, to the ELR grievance email address, grievances@uoregon.edu. Grievances alleging discrimination, including discriminatory harassment, should be filed within 365 days of the date the grievant knew or reasonably should have known, of the act, omission, or condition which is the basis of the grievances. For purposes of this section only, days means calendar days.
- ii. In addition to the grievance requirements provided for in Section 6, the grievance should include a statement describing whether the grievant believes the informal resolution process would be effective.

b. Review

- i. Within 10 days of receiving the grievance, ELR shall schedule separate mandatory meetings with: (1) the grievant and the grievant's union representative (if desired by the grievant); and (2) the grievant's supervisor and/or other parties named in the grievance who have substantial information regarding the underlying facts. At these meetings, ELR and the grievant and the relevant administrator will discuss whether

- 1 an informal resolution would be an effective way to resolve the matter and will also
2 make it clear to all parties that retaliation for participation in the informal and formal
3 grievance is prohibited.
- 4 ii. If ELR and the grievant agree that the dispute may be resolved using an informal
5 resolution process, ELR shall schedule and conduct an informal resolution process.
6 This process will be complete within 35 days of the filing of the grievance.
- 7 iii. If ELR and the grievant determine that an informal resolution will not be successful
8 or if the grievant does not agree to participate in an informal resolution process, a
9 formal hearing, as described in Section 4, will be scheduled. The formal hearing will
10 be held within 15 days of the date that ELR sends out a statement to the parties
11 explaining that informal resolution process will not be used in the matter.
- 12 iv. At the conclusion of an informal resolution dispute process, ELR will send a letter to
13 the grievant stating the informal resolution process has concluded.
- 14 v. At any point after the informal resolution dispute process has been initiated, the
15 grievant can send ELR an email at grievances@uoregon.edu stating that the grievant
16 no longer wishes to participate in the process. In response, ELR will send out a letter
17 to the parties stating the informal resolution process has concluded.

18 19 **Formal Hearing**

20 c. Hearing

- 21 i. Grievance timeline: If the grievant is not satisfied with the outcome at the conclusion
22 of the informal resolution process, the grievant may present the grievance to the
23 Provost's Office within 14 days of receiving the letter from ELR explaining that the
24 informal resolution process has concluded.
- 25 ii. Hearing timeline: A formal hearing with the Provost or Provost's Office Designee,
26 will be scheduled within 15 days of receipt of the grievance described in section c (i).
- 27 iii. At or before the grievance hearing, the grievant is allowed to submit a number of
28 relevant questions to the Provost or the Provost's Office Designee. The grievant will
29 limit these questions to those that do not place an undue hardship on the university to
30 respond to, and generally should be no more than 15 questions. The Provost's Office
31 will respond to the questions within 15 days. This section does not limit the Union's
32 right to make information requests under PECBA, nor the confidentiality rights
33 afforded to employees and students under UO policy and state and federal law.
- 34 iv. The Provost's Office will send a decision in writing to the grievant within 21 days of
35 the hearing. If questions are presented at the hearing by the union, the decision-
36 deadline will be extended to 45 days from the date of the hearing. Disputes against
37 the Provost may be filed with the President in lieu of the Provost. If the grievant is not
38 represented by the Union, a copy of the decision will be sent to the Union forthwith.

39 40 **Grievances Alleging Prohibited Discrimination**

- 41 d. If the grievance alleges prohibited discrimination or retaliation for filing a claim of
42 prohibited discrimination, ELR will send the grievance to the Office of Investigations and
43 Civil Rights Compliance (OICRC). OICRC will send a letter acknowledging the
44 grievance (acknowledgment letter) and assigning an investigator to conduct an initial
45 assessment of the grievance, which will include a meeting with the grievant and, if the
46 grievant wants, his or her union representative.

- i. If OICRC decides that the grievance is within their jurisdiction and should be formally investigated, the grievance will remain with OICRC and it will issue a Notice of Investigation to all parties (the grievant, employee and labor relations and the alleged bad actor). OICRC determines whether the grievance is in its jurisdiction by assessing whether if all the facts are true, there is a violation of UO's prohibited discrimination policies.
 - ii. If OICRC decides that the grievance is not within their jurisdiction or is otherwise insufficient for formal investigation, the grievance as it relates to discrimination will be denied.
 - iii. The grievant and OICRC can also mutually agree that the grievance will go through the informal process set forth above. If the informal process is not successful, the grievance will come to OICRC for final disposition.
- e. OICRC's process must provide the union and the grievant with at least the rights they would have otherwise received through the grievance process articulated in this Article, which means that the grievant can ask at least 15 questions that are relevant, can meet with the OICRC investigator and during the initial meeting described above, the union will be allowed to participate to the extent they could participate during a grievance hearing.
 - f. OICRC's process shall be concluded within 60 days of the date that OICRC sends the Notice of Investigation. For good cause, OICRC's investigation timeline can be extended by mutual agreement of the parties.
 - g. OICRC's decision may be appealed through Article 23.
 - h. If the grievance alleges prohibited discrimination as one of many grievance allegations, the grievance will be bifurcated and the parts alleging prohibited discrimination will follow the process set forth above. The remaining grievance allegations will follow the normal informal resolution/hearing process. If a remedy offered through the normal grievance process would irreparably harm the grievant, the grievance process may be stayed pending the OICRC investigation. The parties can also stay the grievance process through mutual agreement.

Section 4. If the Union is the grievant, the grievance can be filed no later than 45 days following the date on which the bargaining unit faculty member whose rights under this Agreement were allegedly violated knew or reasonably should have known of the act, event, or condition which is the basis of the grievance.

Section 5. General Provisions.

- a. A grievant may represent themselves at any step in the grievance process or may elect to be accompanied or represented by a Union representative. If the Union does not represent the grievant, the resolution of the grievance shall not be inconsistent with the terms of this Agreement.

- 1
2 b. The grievant and the University may agree to modify the time limits in any step of the
3 grievance procedure. At formal steps, agreements to modify time limits shall be in
4 writing. Requests for extensions of time will not be unreasonably denied.
5
6 c. The University's failure at any step of this procedure to communicate the decision on
7 the grievance within the time limit, including any extension thereof, shall be deemed a
8 denial of the grievance. The grievant's failure at any step of this procedure to appeal to
9 the next step within the time limit, including any extension thereof, shall be considered
10 acceptance by the grievant of the decision rendered at the previous step but will not
11 constitute a past practice or any precedent in the disposition of other cases.
12
13 d. A grievant may withdraw a grievance at any time.
14
15 e. All facts relevant to a grievance shall be presented by the parties with the
16 objective expressed in Section 1 of this Article.
17
18 f. Grievances alleging prohibited discrimination must be filed within 180 days following
19 the date on which the grievant knew or reasonably should have known of the act,
20 omission, or condition which is the basis of the grievance.
21
22 g. Grievances alleging discriminatory harassment must be filed within 365 days following
23 the date on which the grievant knew or reasonably should have known of the act,
24 omission, or condition which is the basis of the grievance.
25

26 **Section 6.** Written grievances must include at least:
27

- 28 a. A statement describing the nature of the grievance, the approximate date of the
29 events giving rise to the grievance, and the names of identifiable persons involved;
30
31 b. The provision of this Agreement that the grievant believes to have been violated and a
32 description of how it was violated; and
33
34 c. The relief sought.
35

36 **Section 7.** A grievance may not be filed for an act, omission or condition which occurred prior to
37 the effective date of this Agreement.

ARTICLE 23. ARBITRATION

Section 1. If the grievance brought under Article 22, Grievance Procedure, is not resolved at Step 3, the Union may submit the matter to arbitration.

Section 2. Notice of intent to arbitrate must be filed with the Provost within 30 days of date of issuance of the Step 3 decision.

Section 3. Within 10 days of receipt of the notice of intent to arbitrate, the parties shall meet to attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within five days of the meeting, the party initiating arbitration shall request the Oregon Employment Relations Board to submit a list of five arbitrators with experience in higher education faculty employment cases, none of whom shall be an employee of the University, the Union, the AFL-CIO, the AFT, the AAUP, or any other labor organization, unless both parties agree otherwise in writing

Each party shall alternately strike one name from the list of five. The parties will flip a coin to decide which party strikes first. The last remaining person on the list shall be selected as the arbitrator.

Section 4. At least 10 days in advance of the scheduled hearing, the parties shall meet to draft a submission agreement. They shall attempt to agree on the precise issue to be submitted to arbitration, a stipulation of facts, joint exhibits, and any other matter designed to expedite the arbitration process.

If the parties are unable to agree on the precise issue to be submitted, each party shall submit its own version of the issue and the arbitrator shall decide the precise issue to be arbitrated.

Section 5. The arbitrator shall hold the hearing in Eugene, Oregon unless otherwise agreed in writing by the parties. The hearing shall be held without unreasonable delay upon the arbitrator's acceptance of the case.

If the arbitrator or either party requests that post-hearing briefs be submitted, the arbitrator shall establish a date for the submission of such briefs.

Section 6. In a proceeding under this Article for which there is a submission agreement, the first matter to be decided is the arbitrator's jurisdiction to act. If arbitrability is in dispute, the arbitrator shall hear the parties on the question and may take whatever evidence he or she finds relevant and necessary before determining arbitrability. Upon concluding that the issue is arbitrable, the arbitrator shall proceed with the case, with each party retaining the right to seek judicial review of the arbitrator's decision as to jurisdiction. Upon concluding that the arbitrator has no jurisdiction, the arbitrator shall not hear the matter or make any decision or recommendation regarding the merits of the case. This provision may be waived upon agreement of both parties.

In the absence of a submission agreement, the arbitrator shall first decide the issue to be

1 arbitrated, and then the question of the arbitrator's jurisdiction.

2
3 **Section 7.** The arbitrator derives authority wholly and exclusively from this Agreement. The
4 arbitrator shall not add to, subtract from, modify, or alter the terms or provisions of this
5 Agreement. Decisions relating to promotion or tenure may be challenged exclusively through the
6 appeal process in Article 21, Appeal from the Denial of Tenure or Promotion.

7
8 Except as otherwise provided in this Agreement, the arbitrator shall have no authority to decide
9 any issue relating to the merits of any academic judgment. For the purposes of this Agreement,
10 "academic judgment" means a judgment by the University and those acting on its behalf
11 concerning competence, performance, or academic standards. In cases involving academic
12 judgment, the arbitrator shall not substitute their judgment for that of the University, nor shall
13 the arbitrator review such decision except for the purpose of determining whether the procedural
14 steps provided in this Agreement have been followed. If the arbitrator determines that
15 procedural steps have not been followed where an exercise of academic judgment is involved,
16 the arbitrator shall direct that the matter be reconsidered by the appropriate decision maker in
17 accordance with relevant procedural steps.

18
19 Under no circumstances may an arbitrator override an academic judgment to direct that a
20 bargaining unit faculty member be reinstated, appointed, reappointed, promoted or awarded
21 tenure.

22
23 The arbitrator shall have no authority: (a) to award monetary damages, fines or penalties, except
24 for back pay or benefits; (b) to make a decision limiting or interfering in any way with the
25 powers, duties, or responsibilities of the University which have not been expressly limited by
26 this Agreement; or (c) to consider the discipline of members of another bargaining unit or other
27 University employees who are not members of the bargaining unit represented by this Union in
28 rendering a decision.

29
30 **Section 8.** The arbitrator shall issue a decision within 30 days of the close of the hearing unless
31 the parties have agreed to additional time. The decision of the arbitrator shall be in writing and
32 shall set forth findings of fact, reasoning and conclusions on the issues submitted. The decision
33 of the arbitrator shall be final and binding upon the parties as to the issues submitted, provided
34 that either party may seek judicial review of the decision as provided by law.

35
36 **Section 9.** All fees and expenses of the arbitrator shall be paid by the party not prevailing in the
37 matter.

38
39 Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses,
40 if any, shall be borne by the party calling the witness. The costs of any transcripts of the
41 hearing required by the arbitrator shall be divided equally between the parties and each party
42 will be furnished a copy. If either party wishes a transcript of the hearing, it may have one
43 made at its own expense and shall be under no obligation to provide the arbitrator or the other
44 party with a copy.

45
46 **Section 10.** The compensation of any bargaining unit faculty member called as a witness and/or

1 serving as the Union representative in an arbitration hearing shall not be reduced for a
2 reasonable period of time to prepare for and to give testimony at the hearing, or in the case of
3 the Union representative, to represent the Union at the hearing. Every effort shall be made to
4 avoid unduly disrupting the work of any bargaining unit faculty member called to serve as a
5 witness.

6 7 **Expedited Arbitration for Challenging Career Faculty Layoff Decisions**

8
9 **Section 11.** Challenges to non-funding contingent Career Faculty layoff decisions made under
10 Article 16 will bypass the grievance process in Article 22 and related MOUs and will be
11 resolved exclusively through an expedited arbitration process. The expedited arbitration process
12 is intended to resolve a challenge to a layoff decision within 90 days of a bargaining unit faculty
13 member receiving layoff notice. Except as specifically provided for below, the provisions
14 outlined above and in Article 16, Section 3 apply to the expedited arbitration process.

15
16 **Section 12.** The Union must file an intent to challenge a Career layoff within 15 days of the
17 bargaining unit faculty member receiving notice of layoff. A layoff notice is deemed received
18 on the day it was sent to the official @uoregon.edu email address of the bargaining unit faculty
19 member.

20
21 **Section 13.** The parties will pre-select an arbitrator to hear challenges to layoff decisions. If the
22 agreed upon arbitrator is not available, the parties will mutually agree on a different arbitrator
23 using the process described in Section 3.

24
25 **Section 14.** The Union will have the burden of proof to demonstrate that there has been a
26 violation of the layoff process, the reviewable provisions of Article 16.3, or any other provision
27 of the Agreement or University policy that relates to the expedited review process. This means
28 that the Union is required to meet their burden of proof requirement before the University is
29 required to demonstrate why they believe no violation occurred.

30
31 **Section 15.** Arbitration decisions will be made within 90 days of the layoff notice being given
32 unless the parties have agreed to additional time. The decision of the arbitrator shall be in
33 writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.
34 The decision of the arbitrator shall be final and binding upon the parties as to the issues
35 submitted, provided that either party may seek judicial review of the decision as provided by
36 law.

37
38 **Section 16.** The parties will divide equally the cost of retaining an arbitrator for the expedited
39 process. All additional fees and expenses of the arbitrator shall be paid by the party not
40 prevailing in the matter.

1 **ARTICLE 24. DISCIPLINE and TERMINATION FOR CAUSE**
2

3 **Section 1.** No bargaining unit faculty member shall be subject to discipline without just cause.
4 Discipline will be administered in a progressive manner. Some conduct, including but not limited
5 to conduct in violation of the University's non-discrimination policies, warrants a substantial
6 sanction or dismissal on the first occurrence. A history of discipline, whether identical in nature
7 or not, may have a cumulative effect, resulting in a more severe sanction.
8

9 **Section 2.** As used in this Agreement, "discipline" shall be limited to the following:
10

- 11 a. Written letters of reprimand
12 b. Demotion
13 c. Loss of or reduction in benefits
14 d. Suspension with or without pay of various lengths
15 e. Loss of perquisites (an incidental payment, benefit, privilege, or advantage over and
16 above regular income, salary, wages or benefits)
17 f. Restitution
18 g. Limitation on access to University owned or controlled property
19 h. Reduction in salary or contract period
20 i. Loss of tenure
21 j. Termination
22

23 In order to be considered disciplinary in nature, an action must be expressly identified as
24 disciplinary by the University. Oral counseling, oral reprimands, remediation for a specific
25 period of time, evaluations, remedial trainings, and promotion and compensation decisions are
26 not discipline.
27

28 **Section 3.** Termination of a bargaining unit faculty member prior to the expiration of their
29 appointment, termination of a tenured bargaining unit member, or other action, taken for
30 financial, programmatic or other administrative considerations shall not be covered by this
31 Article.
32

33 **Section 4.** A bargaining unit faculty member has the right to have a Union representative present,
34 to represent or accompany the member, in any meeting regarding discipline.
35

36 **Section 5.** Prior to imposing discipline involving the loss of pay or benefits or terminating a
37 bargaining unit faculty member, the University will provide the bargaining unit faculty member
38 with written notice and at least five days to respond.
39

40 **Section 6.** All disciplinary actions covered by this Article are grievable under Article 22,
41 Grievance Procedure. A grievance concerning suspension without pay or termination may be
42 initiated at Step 3 of the grievance procedure.
43

44 **Section 7.** The University may place a bargaining unit faculty member on administrative leave
45 with pay and impose other conditions on a bargaining unit faculty member that do not involve
46 the loss of compensation while the University conducts an investigation or considers the

1 imposition of discipline. Administrative leave and any additional conditions imposed pursuant to
2 this section shall generally be limited to 75 days; however, the 75 day period may be extended
3 for good cause, including but not limited to situations where the complexity of the investigation,
4 the number of witnesses identified, or the volume of information which needs to be gathered and
5 reviewed necessitates more time. The University shall provide written notification indicating
6 how much additional time is necessary and reasons for the extension of the investigation to the
7 faculty member in advance of implementing any such extension. Any additional extension of the
8 leave beyond the timeframe described in the notice to the faculty member shall only be made by
9 mutual agreement between the University and the Union.

10
11 **Section 8.** Action by the University under this Article is not stayed by the filing of a grievance or
12 by arbitration, except by mutual agreement.

13
14 **Section 9.** If a bargaining unit faculty member is absent without leave authorized under this
15 Agreement for 21 consecutive days during any academic or fiscal year, the bargaining unit
16 faculty member may be considered to have abandoned their position and voluntarily resigned
17 from employment with the University. Before terminating the bargaining unit faculty member's
18 employment, the University shall attempt to contact the bargaining unit faculty member by
19 phone, at their University email address, at their personal email address if on file in the Banner
20 system, and by letter mailed to the last address on file in the Banner system, and shall provide the
21 bargaining unit member with at least seven days to respond. The University's attempt to contact
22 the bargaining unit faculty member may occur during the 21-day absence, or after. The
23 University will provide the Union with notice of the termination of a bargaining unit faculty
24 member under this provision. Nothing in this Article shall prohibit the University from
25 reinstating a bargaining unit faculty member to his or her position.

1 **ARTICLE 25. TERMINATION WITHOUT CAUSE FOR PROGRAM ELIMINATION**
2 **OR REDUCTION**

3
4 **Section 1. Termination without Cause.** A termination of a bargaining unit faculty member
5 without cause under this Article may occur only as a result of eliminations or reductions of
6 programs for financial reasons or for academic reasons as defined in this Article. The
7 employment of a bargaining unit faculty member will not be terminated due to financial
8 exigency during the term of this Agreement.
9

10 **Section 2. Notice to Union.** The University will provide the Union with reasonable notice
11 that the reduction or elimination of a program is under consideration.
12

13 The University will give the Union and affected bargaining unit faculty members at least
14 30 days' notice prior to the effective date of a termination under this Article. The notice will
15 include an explanation of the reason for the termination and the bargaining unit faculty
16 members to be terminated. Upon the request of either party, the Union and the University will
17 meet and discuss the specifics of the proposed terminations.
18

19 **Section 3. Considerations for Termination.** The University will determine which
20 bargaining unit faculty members will be terminated based on the following
21 considerations:
22

- 23 (a) The University will retain bargaining unit faculty members who have the best skills and
24 abilities to accomplish future work. In making such judgment, the University may
25 consider all appropriate factors, including but not limited to: capacity to meet the needs
26 of the University in the future; performance evaluation history; academic training;
27 professional reputation; teaching effectiveness, research record or quality of scholarly or
28 creative activity; and service to the profession, the University and the community.
29
30 (b) In identifying bargaining unit members for termination, the University will consider its
31 commitment to maintain diversity and its legal obligations regarding affirmative action.
32

33 The provisions of this Article do not apply to bargaining unit faculty members who have
34 received notice of non-reappointment. Nothing in this Article affects the terms and conditions
35 of employment of bargaining unit faculty members (a) on a visiting appointment at the
36 University, (b) whose positions are funding contingent, or (c) who are appointed for less than
37 one academic year.
38

39 **Section 4. Termination Resulting from Program Elimination or Reduction for Financial**
40 **Reasons.** A bargaining unit faculty member's employment may be terminated upon the
41 determination by the President that a demonstrably legitimate financial need for program
42 elimination or reduction exists.
43

44 **Section 5. Termination Resulting from Program Elimination or Reduction for Academic**
45 **Reasons.** A bargaining unit faculty member's employment may be terminated upon the
46 determination by the President that a legitimate academic need for a discontinuance or reduction

1 of a program or department exists.

2
3 **Section 6. Procedures for Faculty Input.** The above determinations must be made pursuant to
4 university procedures providing for faculty and other appropriate input and be based on financial
5 or academic considerations that reflect long-range judgments about the academic mission of the
6 university. Legitimate considerations allowing termination do not include cyclical or temporary
7 variations in enrollment, or finances.

8
9 **Section 7. Grievances.** The determination that program reductions or eliminations should be
10 made is not grievable. Whether the determination is a "but for" cause of a personnel action or
11 whether the procedural requirements set forth in this Article were followed is grievable.

12
13 **Section 8. Transfer to a Suitable Position.** Before terminating a bargaining unit faculty
14 member pursuant to a determination made under this Article, the University will make a
15 reasonable, good faith effort to place the bargaining unit faculty member concerned in another
16 suitable position of the same classification and rank within the university. A bargaining unit
17 faculty member's refusal of such offer of reassignment will not affect their reemployment
18 rights under this Article.

19
20 **Section 9. Notice of Termination.** Bargaining unit faculty members should be informed of a
21 termination under this Article as soon as practicable. Tenured bargaining unit faculty members
22 will be provided at least one year's notice; and tenure-track and career NTTF bargaining unit
23 faculty members shall be given advance notice of at least one year or the duration remaining of
24 their appointment, whichever is shorter. Bargaining unit faculty members scheduled for
25 termination will receive written notice to their university email address or, if the faculty member
26 does not have a university email address, by regular mail to their last address recorded in the
27 Banner system. The notice will include the effective date of termination; the reason for the
28 termination; and a statement of recall rights.

29
30 **Section 10. New Appointments and Reemployment.** If a bargaining unit faculty member's
31 appointment is terminated under this Article, the work of the affected faculty member will not
32 be performed by replacements within a period of three years, unless the affected faculty
33 member has been offered reinstatement and at least 30 days in which to accept or decline it. It
34 is the bargaining unit faculty member's responsibility to keep the university advised of their
35 current email address for receipt of such offers. If a bargaining unit faculty member refuses an
36 offer of reemployment under this Section, their right to reemployment is extinguished.

ARTICLE 26. SALARY

Section 1. Raises in FY 19

- a. **TTF.** The University will establish a pool for raises for all Tenure-Track and Tenured faculty members equal to 2.0% of the group's total base salary (prorated for FTE) in FY 19.
- i. The University will distribute 1.25% of the of the group's total base salary (prorated for FTE) in FY 19 as an across-the-board increase. To be eligible for the across-the-board increase, the Tenure-Track or Tenured faculty member must have an appointment on December 31, 2018.
 - ii. The University will use up to .75% of the group's total base salary (prorated for FTE) in FY 19 to distribute diversity equity raises for all eligible Tenure-Track and Tenured faculty members. Eligibility for a diversity equity raise will be determined through the TTF equity study being conducted in FY 18 pursuant to a Memorandum of Understanding executed between UA and UO on February 17, 2017. Tenure-Track and Tenured faculty members with unexplained salary inequities potentially related to race, ethnicity, or gender will receive an equity salary adjustment from this pool.
 - iii. If .75% of the group's total base salary is insufficient to adequately address inequities described in Section 1(a)(ii) above, the University will make a plan for equity salary adjustments with non-pool funds to address issues arising out of the TTF equity study.
 - iv. If the full .75% is not needed to address any inequities described in Section 1(a)(ii), the remaining funds shall be returned to the across-the-board pool described in section 1.a.i.
- b. **Career NTTF.** The University will give all Career Non-Tenure Track bargaining unit faculty members a 2.0% across-the-board increase. To be eligible for the across-the-board increase, the Career NTTF bargaining unit members must have an appointment on December 31, 2018.
- c. FY19 raises for will be effective as of January 1, 2019.

Section 2. Raises in FY 20

- a. **TTF Merit.** The University will establish unit-based pools for merit raises for Tenure-Track and Tenured faculty members equal to 1.625% of the unit's total base salary (prorated for FTE) in FY 20. To be eligible for the merit raise, the Tenure-Track or Tenured faculty member must have an appointment on December 31, 2019.
- b. **TTF External Equity.** The University will establish a pool for external equity raises for all Tenure-Track and Tenured faculty members equal to .50% of the group's total base

salary (prorated for FTE) in FY 20.

In early FY 20, all TTF base salaries will be measured on a department by department basis against the appropriate unit and rank salaries of their AAU Public Peers based on the latest data published from the AAU Data Exchange. The University and the Union will meet to determine the best way to distribute the money in the external equity pool given the amount of money available. All faculty in departments where departmental base salary averages, as defined by AAU data, for their rank are less than 90% of their appropriate AAU Public Peers in rank are expected to see some level of external equity raise.

- c. **Career NTTF Merit.** The University will establish unit-based pools for merit raises for Career Non-Tenure-Track faculty members equal to 2.125% of the unit's total base salary in FY 20. To be eligible for the merit raise, the Career Non-Tenure-Track faculty member must have an appointment on December 31, 2019. Units without any faculty members in the bargaining unit are not covered by this section.

- d. Raises for FY 20 will be effective as of January 1, 2020.

Section 3. Funding Contingent Faculty

- a. In no case will a funding contingent faculty member be awarded retroactive salary increases. In lieu of retroactive pay, funding contingent faculty members will be entitled to a lump-sum equivalent to the retroactive pay to be distributed no less than three months after the retroactive pay would have otherwise been provided.
- b. Funding contingent faculty who are principal investigators on the sponsored project that funds their own salary may petition the Provost or designee to delay or forgo an increase in their own salary as required under this Agreement.

Section 4. Salary Floors

- a. The following minimum salary floors will be in effect for all NTTF in the Career or Retired classifications:

i. PE/Rec	\$26,000
ii. Research Assistants	\$34,000
iii. All Others	\$39,000
- b. The minimum salary floor for Pro Tem and Visiting NTTF will be 90% of the corresponding career floor.
- c. The salary floor for Postdoctoral Scholars on 9-month appointments will be no less than the salary listed in 4.a.iii.
- d. The minimum salary floor for Postdoctoral Scholars on 12-month appointments will be no less than the amounts set according to the NIH Postdoctoral minimum salary schedule and the floor will be adjusted each year pursuant to that NIH schedule.

1
2 **Section 5. Promotion Raises**
3

- 4 a. All bargaining unit faculty members in the Tenure-Track and Tenured classification who
5 achieve promotion will receive an increase of at least 8% of base salary.
6
7 b. Full professors who successfully complete their first major review after promotion to full
8 professor in the highest category (exceeds expectations, fully satisfactory, positive
9 evaluation on all criteria) will receive an increase of at least 8% of base salary. Full
10 professors who successfully complete their first major review after promotion to full
11 professor in the second highest category (meets expectations, satisfactory, positive on
12 some but not all criteria) will receive an increase of at least 4% of base salary. Full
13 professors who successfully complete subsequent major reviews will receive an
14 increase of at least 4% of base salary.
15
16 c. All Career Non-Tenure Track bargaining unit faculty members who achieve promotion
17 will receive an increase of at least 8% salary. These raises will become effective with the
18 next regular appointment concurrent with or following the effective date of the
19 promotion.
20

21 **Section 6. Retention Adjustments.** To facilitate retention salary adjustments, the Provost or
22 designee will establish a retention salary adjustment policy describing the criteria and
23 procedures to be used in making retention adjustments for bargaining unit faculty members.
24

25 The retention salary adjustment policy will be published on the Academic Affairs
26 website.
27

28 The Provost or designee will notify the Union of any retention adjustments made to the salary
29 of a bargaining unit faculty member.
30

31 **Section 7. Payment of Salary.** Bargaining unit faculty members may opt to be paid in 12 equal
32 monthly installments consistent with IRS regulations. Salary shall be paid by direct deposit
33 except in the case of emergency or unless another method of payment is required by law.
34

35 **Section 8. Academic Extension.** Notwithstanding other provisions of this agreement,
36 assignments in the academic extension program may be compensated at a rate to be agreed to by
37 the academic extension administration and the bargaining unit faculty member without regard to
38 the bargaining unit member's existing base salary. Compensation for assignments in the
39 academic extension program may be lump sums.
40

41 **Section 9. Workload Adjustments.**
42

- 43 a. If a NTTF bargaining unit faculty member has their FTE reduced with no demonstrable
44 corresponding reduction in workload, then the bargaining unit faculty member's base
45 salary will be increased in proportion to the FTE reduction.
46

- 1 b. If a NTTF bargaining unit faculty member has their workload significantly increased with
2 no corresponding increase in FTE, then the bargaining unit faculty member's base salary
3 will be increased in proportion to the workload increase.
4
- 5 c. Both parties recognize that professional responsibilities ebb and flow throughout a
6 contract period. The provisions of this section are not meant to address minor or normal
7 fluctuations in workload.

1 **ARTICLE 27. PUBLIC EMPLOYEE BENEFITS**
2

3 **Section 1.** Bargaining unit faculty members employed at 0.50 FTE or greater are eligible, at
4 their option, for medical, dental, and vision insurance through PEBB.
5

6 **Section 2.** The University will continue employer premium contributions at the present 95%-
7 5% levels for PEBB medical, dental, and vision benefits chosen by bargaining unit faculty
8 members.
9

10 **Section 3.** Bargaining unit faculty members will have equal access to the same insurance
11 benefits provided by the University to all unclassified university employees on the same terms
12 and conditions.
13

14 **Section 4.** New bargaining unit faculty members and any bargaining unit faculty member who
15 has a break in service for longer than one term will receive written notice of their rights under
16 this Article 15 days before the employment start date, when feasible.

1 **ARTICLE 28. FRINGE BENEFITS**

2
3 **Section 1.**

- 4 a. All bargaining unit faculty members, including those with appointments less than
5 0.50FTE, shall have equal access to the fringe benefits and services provided by the
6 University to all unclassified employees as of the effective date of this Agreement,
7 including, but not limited to:
8
9 i. LTD Bus Ridership Program
10 ii. Parking permit
11 iii. Full faculty access to the University of Oregon Libraries services and collections
12 iv. Discounts on athletic tickets
13 v. All EMU facilities, programs, and services
14 vi. Travel Clinic
15
16 b. Bargaining unit faculty members with appointments 0.50 FTE or greater shall have equal
17 access to the fringe benefits and services provided by the University to all unclassified
18 employees with appointments 0.50 FTE or greater as of the effective date of this
19 Agreement, including, but not limited to:
20
21 i. Tuition discounts provided through tuition discount program
22 ii. Professional Development Opportunity Fund
23
24 c. Bargaining unit faculty members will be subject to any changes in the cost charged to all
25 other unclassified employees for these benefits and services.
26

27 **Section 2.** All bargaining unit faculty members shall be assigned, and shall be expected to use
28 for university purposes, a University of Oregon email account, a Duckweb account, and a
29 DuckID at least 15 days before the employment start date or as soon as practicable. Bargaining
30 unit faculty members shall follow university procedures and provide requested information in
31 order to obtain such services.
32

33 **Section 3.** The University shall provide all reasonable assistance to employees in securing
34 federal student loan forgiveness, where applicable.
35

36 **Section 4.** Bargaining unit faculty members who are using the tuition discount for the
37 undergraduate education of a dependent child will be entitled to a second, concurrent tuition
38 discount for a dependent child to attend undergraduate programs at the University of Oregon.
39 The terms, conditions, eligibility requirements, and discount available applicable to this
40 additional tuition discount will be the same as the terms, conditions, eligibility requirements
41 and discount available under the tuition discount program.
42

43 **Section 5.** All fees associated with applying for or renewing an H-1B or J1 visa will be paid for
44 by the University on behalf of bargaining unit faculty members.
45

46 **Section 6.** All departments or units that fail to meet paperwork deadlines relevant to H-1B or J1

- 1 visas or otherwise causes a bargaining unit faculty member to miss deadlines by not supplying
- 2 required paperwork in a timely manner will pay the Premium Processing fee to expedite the
- 3 processing of the visa paperwork.

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Section 2. PERS and OPSRP. The University will make all employer contributions to PERS or OPSRP that are required by law. In addition, the University will make contributions to the Individual Account Program required from employees (currently 6%) to the extent not prohibited by law.

Section 4. Salary Increase in Lieu of 6% Pick Up

- 83

1 **ARTICLE 30. BENEFITS FOR ELIGIBLE RETIRED BARGAINING UNIT FACULTY**

2
3 **Eligibility.** Bargaining unit faculty members who have at least five years of service at the
4 University of Oregon and who have retired from university employment (as defined in Article
5 15, Academic Classification and Rank) are eligible for the following:
6

- 7 a. Post-retirement appointments outside of the Tenure Reduction Program (TRP).The
8 University may offer an appointment to a retired bargaining unit faculty member for other
9 than TRP assignments. The Provost or designee will determine the salary to be paid for
10 such appointments, in accordance with the provisions of this Agreement. The University
11 is not required to hire the retired bargaining unit faculty member at the same salary rate as
12 their TRP rate.
13
- 14 b. The retired bargaining unit faculty member is solely responsible for determining the
15 limits imposed by their retirement plan on hours worked or income received and for
16 ensuring that the total amount of work performed does not compromise their retirement
17 benefits.
18
- 19 c. Retired bargaining unit faculty members whose last pre-retirement FTE on record is .50
20 or greater may enroll in classes up to the maximum number of credit hours (space
21 permitting). If the class is taken for credit, the bargaining unit faculty member will be
22 charged the discounted staff tuition rate. Retired bargaining unit faculty may audit a class
23 at no charge on a space-available basis with the instructor's permission. These benefits
24 do not extend to family members of retired bargaining unit faculty members.
25
- 26 d. Retired bargaining unit faculty members receive a staff discount rate on season tickets
27 for all sports.
28
- 29 e. Retired bargaining unit faculty members may join the ERB Memorial Union Craft Center
30 at staff rates.
31
- 32 f. Retired bargaining unit faculty members will receive a UO ID card and a University of
33 Oregon email account (subject to the provisions of this Agreement for use of an
34 Oregon email account), and may also request access to the university's network. The
35 retired faculty members' last department of affiliation may request that the retiree be
36 granted access to Active Directory and Exchange.
37
- 38 g. Retired bargaining unit faculty members are granted the same access to UO library
39 resources as active faculty.
40
- 41 h. Retired bargaining unit faculty members are eligible to receive one parking permit for
42 their exclusive use at no cost during terms when the retired faculty member is not on the
43 university payroll, as long as the retired faculty member provides a signed statement from
44 their department head identifying the meaningful contribution to the university made by
45 the retired faculty member. Examples of meaningful contributions may include volunteer
46 work at the university, participating in university events, and course enrollment.

- 1 i. Retired bargaining unit faculty members may join the Student Recreation Center
- 2 (SRC) at the faculty/staff rate.

1 **ARTICLE 31. TENURE REDUCTION PROGRAM (TRP)**
2

3 **Section 1. Eligibility.** To be eligible for either option under the Tenure Reduction
4 Program (TRP), a bargaining unit faculty member must be a tenured faculty member and must
5 be eligible to retire or become eligible to retire (as defined in Article 15, Academic
6 Classification and Rank) within three years.
7

8 **Section 2. TRP Options.**
9

10 **Tenure Reduction Option.** A bargaining unit faculty member must sign up for the tenure
11 reduction option at least one term but not more than three years prior to their expected
12 retirement from the University. The bargaining unit faculty member will receive a one-time
13 increase of 6% of their base salary effective at the beginning of the academic term following
14 the signing of a TRP letter of agreement with the Provost or designee.
15

16 After the faculty member's retirement, the faculty member is eligible to work with reduced
17 tenure (0.33 annual FTE for 9-month employees, 0.25 annual FTE for 12-month employees)
18 on agreed-upon TRP assignments for five years. Department and unit heads will determine
19 the TRP assignments in consultation with the retired bargaining unit faculty member. It is
20 the responsibility of the bargaining unit faculty member to ensure that they do not work
21 more hours or earn more income per year than is allowed by their retirement plan.
22

23 **Tenure Relinquishment Option.** A bargaining unit faculty member must sign up for the
24 tenure relinquishment option at least one term but not more than three years prior to expected
25 retirement from the university. The bargaining unit faculty member will receive a one-time
26 salary increase of 6% of their base salary effective at the beginning of the academic term
27 following the signing of a tenure relinquishment letter of agreement with the Provost or
28 designee. Bargaining unit faculty members electing the tenure relinquishment option do not
29 have the automatic right to receive any post retirement appointments.
30

31 **Section 3. Future Salary Increases.** Bargaining unit faculty members with a signed agreement
32 for either option will be eligible for merit salary increases and will receive any across the board
33 increases distributed prior to the end of their agreement period.

ARTICLE 32. LEAVES

Leave Policies on Website

Section 1. The University will maintain all of the leave policies applicable to bargaining unit faculty members on the Human Resources website and in the Faculty Handbook.

Sick Leave

Section 2. All bargaining unit faculty members appointed at 1.0 FTE will be credited with eight hours of sick leave for each full month of employment, or two hours for each full week of employment less than one month. Bargaining unit faculty employed at less than 1.0 FTE will be credited with a pro rata amount.

Sick leave is not earned or used during sabbatical leave, fellowship leave, career development leave, or leave without pay. Sick leave credit shall be earned during sick leave with pay and during other periods of paid leave. There is no limit on the amount of sick leave that may be accrued.

Section 3. Bargaining unit faculty members who have earned sick leave credits must use and must record the use of sick leave for any period of absence during the faculty member's regular work hours on a day that the university is open during the term of the employee's appointment, if the absence is due to the employee's illness, injury, pregnancy-related illness or other conditions, medical or dental care, exposure to contagious disease, or attendance upon members of the employee's immediate family (employee's parent(s), spouse or domestic partner, spouse or domestic partner's parent(s), children, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, or another member of the immediate household) where the employee's presence is required because of illness; or for any period of absence that is due to a death in the immediate family of the bargaining unit faculty member or in the immediate family of the bargaining unit faculty member's spouse or domestic partner.

The University may require a physician's certificate to support the sick leave claim for any absence in excess of 15 consecutive days or for recurring sick leave use. The University may require a physician's certificate before allowing the bargaining unit faculty member to return to work to certify that the return would not be detrimental to the bargaining unit faculty member or to others. Transfer of sick leave for use by another university employee is not permitted.

Section 4. Disability Insurance. Bargaining unit faculty members employed at 0.50 FTE or greater are eligible for salary continuance under the Short-Term and Long-Term Disability Insurance policies made available through the University.

Section 5. Sick Leave Advance. Bargaining unit faculty members who earn paid sick leave are also eligible for salary continuance for up to 90 calendar days of absence due to illness through a combination of accrued sick leave and advanced sick leave. Each faculty member employed at 1.0 FTE is entitled to receive a sick-leave-with- pay advance as needed to provide the difference between sick leave earned as of the onset of the illness or injury and 520 hours;

1 faculty employed at less than 1.0 FTE are eligible to receive a sick-leave-with-pay advance
2 proportional to FTE to provide the difference between sick leave earned as of the onset of the
3 illness or injury and a prorated 520 hours. As sick leave is earned, the amount shall replace
4 any sick leave advanced until all advanced time is replaced with earned time. No more than a
5 520-hour sick leave advance is available during a seven-year period that begins with the first
6 sick leave advance. More than one sick leave advance is possible as long as the total advance
7 does not exceed 520 hours during a seven-year period.

8
9 Bargaining unit faculty members cannot receive an advance that extends beyond the end date
10 of their current contract or appointment except upon written approval of the Provost or
11 designee.

12
13 Qualifying events for sick leave advance are limited to the employee's own health condition or
14 Parental Leave as described in Section 9 of this Article.

15
16 **Section 6.** A bargaining unit faculty member is entitled to transfer to the University of Oregon
17 with all unused sick leave earned with any Oregon public university, provided the break in
18 service prior to transfer does not exceed one month. A bargaining unit faculty member who
19 leaves employment with the university, and then is rehired before the end of the fiscal year of the
20 last day of employment, is entitled to reinstate the previous unused, accrued sick leave. A
21 bargaining unit faculty member who terminates employment is not entitled to compensation for
22 unused sick leave including in the calculation of retirement benefits under PERS.

23
24 **Section 7.** Bargaining unit faculty employed at .50 FTE or greater to teach summer session or
25 to work on summer wage appointments are eligible to accrue and to use sick leave during the
26 period of such appointment as provided in this Agreement.

27 28 **Parental Leave**

29
30 **Section 8.** The University will provide bargaining unit faculty members with unpaid leave upon
31 the birth or adoption of a child as provided by the Family Medical Leave Act (FMLA) and the
32 Oregon Family Leave Act (OFLA).

33
34 **Section 9.** Tenure-track and Career NTTF bargaining unit faculty members may take leave
35 under FMLA or OFLA with pay, in the following manner:

- 36
37 a. **The first 6 weeks.** As part of the first six weeks of leave, the bargaining unit faculty
38 member must use any available Short-Term Disability Insurance benefits, all accrued
39 vacation leave and all but 80 hours of accrued sick leave. If the bargaining unit faculty
40 member does not have sufficient accrued disability insurance benefits and accrued paid
41 leave to cover six weeks with full pay, the University will provide the faculty member
42 with the necessary amount of paid parental leave to allow the faculty member to receive
43 a total of six weeks paid parental leave.
- 44
45 b. **The second 6 weeks.** Bargaining unit faculty members may use accrued sick leave for
46 their remaining six weeks of parental leave (for a total of 12 work weeks of leave). In the

1 event that the faculty member does not have sufficient accrued sick leave, employees
2 may borrow advanced sick leave for the remainder of the second six work weeks
3 pursuant to Section 7 above. Based on the timing of the birth or adoption, this paid leave
4 may extend into a second term.
5

- 6 c. **The third 6 weeks for mothers who give birth.** Bargaining unit faculty members who
7 give birth and qualify pursuant to the OFLA may take up to an additional 6 weeks of
8 parental leave. The faculty member may use accrued sick leave during this time. Based on
9 the timing of the birth, this paid leave may extend into a second term.
10

11 If both parents are employees of the University, both parents are entitled to parental leave as
12 described in (a) and (b) above.
13

14 **Section 10.** A Tenure-track or Career NTTF faculty member who is eligible for leave under the
15 FMLA or OFLA also has the option, within six months after the birth or adoption of a child, to
16 take up to one term of modified duties at full pay status. Modified duties status provides full or
17 partial release from classroom and classroom-related teaching responsibilities at full pay
18 following birth or adoption, without using accrued or advanced sick leave. Any release from or
19 reduction of teaching responsibilities does not mean that the faculty member will be required to
20 carry more than a normal load before or after the leave.
21

22 **Section 11.** Bargaining unit faculty members in the Tenure-Track and Tenured classification
23 who experience pregnancy, childbirth, or the adoption of a child and/or utilize parental leave
24 shall have the option of an additional probationary year before a tenure or promotional review.
25

26 If a bargaining unit faculty member decides to stop the tenure review clock before the mid-term
27 review required in Article 20, Sections 7-11, the mid-term review will also be delayed.
28

29 **Vacation Leave**

30
31 **Section 12.** Vacation means absence from work permitting rest and recreation for a specified
32 period of time during which regular compensation continues. Bargaining unit faculty
33 members gain vacation privileges when employed at 0.50 FTE or more on a 12- month
34 appointment.
35

36 **Section 13.** Eligible bargaining unit faculty members accrue vacation on a monthly basis,
37 beginning the first of the month following date of hire or on the first of the month if an
38 employee is hired the first working day of the month. Vacation accrues on the last day of the
39 month and is available for use the first day of the next month, subject to the restrictions in
40 Section 14 of this Article. Faculty members who have a 9-month appointment and are
41 subsequently appointed to a 12-month contract shall receive credit for the previous 9-month
42 appointment on a pro-rata basis.
43

44 Eligible bargaining unit faculty members with a 12-month, 1.0 FTE appointment accrue
45 15 hours of vacation per month; eligible bargaining unit faculty members on a 0.50 FTE or more
46 12-month contract accrue vacation in proportion to their FTE.

Section 14. No employee may accrue in excess of 260 hours, and any accrued vacation leave in excess of this cap will be forfeited.

Section 15. If an eligible bargaining unit faculty member transfers to the University of Oregon from another unclassified position at an Oregon public university and remains eligible for vacation accrual, they shall transfer all accrued vacation leave to the new position at the university, unless the break in service exceeds 30 days.

Section 16. The accrual of vacation leave is reduced on a pro-rata basis for a period of leave without pay, sabbatical leave and educational leave. Vacation leave is accrued during other periods of paid leave.

Section 17. Bargaining unit faculty members are not entitled to payment for unused vacation leave except upon non-renewal, termination of employment, or upon transfer within the university to another position if the faculty member is not eligible for vacation benefits in the new position. The maximum number of hours that can be paid upon termination or transfer is 180 hours.

Section 18. Vacation leaves are scheduled with the approval of the bargaining unit faculty member's supervisor and should be planned cooperatively. Supervisors must be reasonable in allowing the use of vacation leave and may not unreasonably deny vacation requests where the result would be forfeiture of accrued vacation. For purposes of calculation, one normal work day is the equivalent of eight hours of vacation leave for a full-time employee.

Section 19. Bargaining unit faculty members must accurately record all vacation hours used. The transfer of vacation time for use by any another employee of the university is not permitted.

Holidays and Paid Leave During Breaks

Section 20. Bargaining unit faculty members earn the following paid holidays and cannot be required to work on these holidays, except as necessary to maintain or operate critical facilities or operations. If a bargaining unit faculty member is required to work on a holiday for that reason, they may take an equivalent amount of time off with pay at a later date, as approved by the bargaining unit faculty member's supervisor:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Day

1 **Section 21.** Bargaining unit officers of instruction who do not earn vacation will be considered
2 to be on paid leave during the week between Christmas and New Year's Day, and during the
3 week of Spring Break. If, for any reason, an Officer of Instruction is required to work on
4 campus during one of these paid leaves, that work will be compensated as overload.

5 6 **Leave Without Pay** 7

8 **Section 22.** A bargaining unit faculty member may petition the Provost or designee to be
9 granted leave without pay. The granting of leave without pay is in the discretion of the Provost
10 or designee. If granted, leave without pay may not exceed two consecutive academic or fiscal
11 years, depending on the appointment.

12 13 **Compliance with Laws** 14

15 **Section 23.** The University will comply with applicable state and federal laws, including the
16 ADA and the FMLA, regarding leaves and the accommodation of disabilities.

17 18 **Inclement Weather Policy** 19

20 **Section 24.** To bring clarity to the implementation of the University's inclement weather
21 policy at the department or unit level, all faculty members who are required to report during
22 inclement weather shall be notified of such requirement, at a minimum, at the beginning of
23 each academic year.

ARTICLE 33. SABBATICAL

Section 1. Sabbatical leave is granted to bargaining unit faculty for purposes of research, writing, advanced study, and travel undertaken for observation and study of conditions in our own or in other countries affecting the applicant's field or related scholarly or professional activities. Sabbatical leave is granted when it can be shown that the applicant is capable of using this period in a manner which will thereafter increase the applicant's effectiveness to the university and to the state. Sabbaticals taken by Career NTTF should include work and outcomes closely aligned with their position and scope of duties. Only the Provost or designee can approve applications for sabbatical leave.

Section 2. Eligibility. A bargaining unit faculty member at 0.5 FTE or greater with the rank of Senior Instructor I or II, Senior Lecturer I or II, Associate Professor, Professor, Senior Research Assistant I or II, Senior Research Associate I or II, Associate Research Professor, Research Professor, Associate Librarian or Senior Librarian may be considered for sabbatical leave:

- (a) After having been continuously appointed without interruption by a sabbatical leave for 18 quarters (excluding Summer Session) or, in the case of twelve-month faculty, 72 months; or
- (b) After having accumulated the equivalent of 6.0 FTE academic or fiscal years over an indefinite period of nine-month or 12-month appointments uninterrupted by a sabbatical leave.
- (c) Prior service at the ranks of Instructor, Lecturer, Assistant Librarian, Research Assistant, Research Associate, or Assistant Research Professor, when leading to a promotion to a higher rank, shall be considered as part of the period of accumulated service for the purposes of the time requirements for sabbatical eligibility.

A series of appointments shall be considered continuous whether or not interrupted by one or more authorized leaves of absence other than a sabbatical leave. An authorized leave of absence will not prejudice the bargaining unit faculty member's eligibility for sabbatical leave.

Bargaining unit faculty members may be considered for subsequent sabbatical leaves after again satisfying the conditions specified in Section 2(a) or (b) above. Cases involving mixed terms of service may be adjusted by the Provost or designee, in accordance with the principles set forth in this Article.

Funding contingent faculty members with an appointment in the Instructor, Lecturer, Librarian, Research Assistant, or Research Associate category are ineligible for sabbaticals pursuant to this Article.

Section 3. Applying for Sabbatical. Applicants for a sabbatical leave must present a careful statement of plans for the leave period, and a justification of the leave in terms of the criteria

1 stated above. The request must be accompanied by an official application form, a curriculum
2 vitae, and a description of current teaching; scholarship, research and creative activity; service;
3 and other professionally relevant activities.

4
5 **Section 4.** For institutional convenience, and at the initiative and sole discretion of the
6 institution, a sabbatical leave may be delayed by up to two years. In such instances, the faculty
7 member will become eligible for a succeeding sabbatical leave after an equivalently reduced
8 period of years. This section applies to a maximum of 14 consecutive years, covering two
9 possible sabbatical leaves. The same agreement may be agreed to in subsequent fourteen-year
10 periods.

11
12 **Section 5.** Salary received by a faculty member during a sabbatical shall be calculated as
13 follows:

- 14 a. Salary during sabbatical leave shall be a percentage determined under Section 5 (b) or
15 (c) of this Article of the bargaining unit faculty member's annual rate in effect at the
16 time the sabbatical leave begins. The percentage is determined by multiplying the
17 bargaining unit faculty member's base salary rate at the time of sabbatical leave by the
18 average FTE at which the faculty member was appointed during the 6.0 FTE years
19 immediately prior to the sabbatical leave.
20
21 b. For faculty on 9-month appointment, salary shall be:
22 i. One academic year (three terms) on 60% salary determined under Section 5(a);
23 ii. Two-thirds of an academic year (two terms) on 75% salary determined under
24 Section 5(a);
25 iii. One-third of an academic year (one term) on 100% salary determined under
26 Section 5(a).
27
28 c. For faculty on 12-month appointments, salary shall be:
29 i. One year on 60% salary determined under Section 5(a);
30 ii. Two-thirds of a year on 75% salary determined under Section 5(a);
31 iii. One-third of a year on 100% salary determined under Section 5(a).
32

33 **Section 6.** At the end of the sabbatical leave, the bargaining unit faculty member shall
34 submit a report of the accomplishments and benefits resulting from the leave to the
35 department head, the dean, and the Provost.
36

37 **Section 7.** Each bargaining unit faculty member, in applying for sabbatical leave, shall sign an
38 agreement to return to the university for a period of at least one year's service on completion of
39 the leave. If a bargaining unit faculty member fails to fulfill this obligation, they shall repay the
40 full salary paid during the leave plus the health care and retirement contribution paid by the
41 University on their behalf during the leave. This amount is due and payable three months
42 following the date designated in the sabbatical agreement for the faculty member to return to the
43 university.
44

45 **Section 8. Supplementing of Sabbatical Incomes.** To the extent approved in writing by the
46 Provost or designee, bargaining unit faculty members on sabbatical leave may supplement their

- 1 sabbatical salaries to a reasonable degree, provided that such supplementation strictly conforms
- 2 to the stated and approved purposes of the sabbatical leave.

ARTICLE 34. JURY DUTY

When actual jury duty service interferes with the work assignment of a bargaining unit faculty member, they shall be entitled to leave with pay for the time away from work required by jury service and may keep any monies paid by the court for the service. Upon receipt of a summons to jury duty, a bargaining unit faculty member will inform their immediate supervisor of the date(s) for which the bargaining unit faculty member has been summoned to jury duty and will provide the supervisor with a copy of the summons.

ARTICLE 35. PROFESSIONAL DEVELOPMENT

Section 1. The University recognizes the importance of encouraging and supporting bargaining unit faculty members in professional development activities that enhance university instruction; scholarship, research and creative activities; and service and that further the university's academic mission. Professional development extends, but is not limited, to workshops, courses, professional conferences, and participation in professional organizations related to the bargaining unit faculty member's academic discipline and job duties.

Section 2. Every unit will have a policy setting forth the procedures and criteria for applying for and/or distributing available professional development funds. Each college or school will provide language to units to be included in every policy governing professional development. The college or school language will be reviewed and edited by a review committee made up of three University representatives and three Union representatives before being forwarded to departments or units. Final department policies will be approved by the Dean's office.

Policies must (a) provide that both Career NTTF and Tenure Track and Tenured Professor bargaining unit faculty member are eligible to compete for professional development funds and (b) comply with all provisions of the collective bargaining agreement.

Section 3. For purposes of this Article, "professional development funds" does not include academic support accounts (ASA), external grants or awards which have restrictions on use, or endowment funds which have restrictions on use.

Section 4. Centers, institutes, or units not embedded in an academic unit and comprised of a majority of funding contingent faculty members are exempt from the policy requirements of Article 35, Section 2. The use of professional development funds by funding contingent bargaining unit faculty members must comply with the terms and conditions of their sponsored project and all federal and state laws and regulations.

ARTICLE 36. ETHICS AND PROFESSIONAL RESPONSIBILITY

Preamble. All persons affiliated with the university have the obligation to uphold the functionality, dignity, and integrity of the university. To fulfill that obligation, faculty members must maintain an environment conducive to integrity in research, scholarly and creative activity; teaching and learning; and service; and conduct themselves at all times with honesty and integrity.

Faculty members should be effective teachers in keeping with the accepted standards of each discipline; demonstrate respect for each student and thoroughly and fairly evaluate student performance in a timely manner; and avoid the exploitation of any student for private or personal advantage. Faculty members also should seek to develop and improve their scholarly competence in research and creative activity; and exercise critical self-discipline and judgment. In the exchange of criticism and ideas, faculty members must show due respect for the opinions of others, practice intellectual honesty and avoid plagiarism, fabrication, falsification or deception.

Section 1. Adherence to Law. Bargaining unit faculty members are responsible for becoming familiar with the laws and regulations pertinent to their areas of responsibility and professional competence, and for ensuring that they are in compliance with all applicable laws and regulations at all times. For bargaining unit faculty members engaged in federally funded research, this means ensuring that all required reports are complete, accurate and timely, and that funds are used exclusively for legitimate and lawful purposes.

Section 2. Accurate and Original Work. Bargaining unit faculty members will not plagiarize or fabricate work, and will not engage in unapproved falsification or deception in any aspect of their teaching; research, scholarship or creative activity; or service activities.

1 **ARTICLE 37. CRIMINAL RECORDS CHECKS**
2

3 **Section 1.** The University may require a state or nationwide criminal records check for any
4 bargaining unit faculty member when required by federal or state law or regulation or when the
5 bargaining unit faculty member:
6

- 7 a. Has direct access to persons under 18 years of age or to student residence facilities
8 because the person's work duties require the person to be present in the residence
9 facility;
10
11 b. Is providing information technology services and has control over, or access to,
12 information technology systems that would allow the person to harm the information
13 technology systems or the information contained in the systems;
14
15 c. Has access to information, the disclosure of which is prohibited by state or federal laws,
16 rules or regulations or information that is defined as confidential under state or federal
17 laws, rules or regulations;
18
19 d. Has direct access to hazardous chemicals and materials and other substances
20 controlled by state or federal laws or regulations;
21
22 e. Has access to laboratories, nuclear facilities or utility plans to which access is
23 restricted in order to protect the health or safety of the public;
24
25 f. Has fiscal, financial aid, payroll or purchasing responsibilities as one of the
26 person's primary responsibilities; or
27
28 g. Has access to personal information about employees or members of the public including
29 Social Security numbers, dates of birth, driver license numbers, medical information,
30 personal financial information or criminal background information.
31

32 **Section 2.** For the purpose of requesting a state or nationwide criminal records check, the
33 University may require the fingerprints of a bargaining unit faculty member.
34

35 **Section 3.** A bargaining unit member will cooperate with the University in the conduct of a
36 criminal records check. Failure to cooperate may result in disciplinary action pursuant
37 to Article 24 of this Agreement.
38

39 **Section 4.** The University will pay for criminal records checks requested by the
40 University.
41

42 **Section 5.** A bargaining unit member may be subject to discipline based on the results of a
43 criminal records check pursuant to Article 24 of this Agreement.

1 **ARTICLE 38. DRUG AND ALCOHOL TESTING**
2

3 **Section 1.** The University may conduct drug or alcohol testing of a bargaining unit faculty
4 member when the University has an articulable basis for believing that a bargaining unit faculty
5 member is or has been recently affected to a noticeable degree by consumption of alcohol or a
6 controlled substance while performing job duties or responsibilities. Tests may include both the
7 initial test and confirmation of a single specimen. The University will pay for such testing. If a
8 bargaining unit faculty member wants additional tests conducted, the bargaining unit faculty
9 member will pay for the additional tests.
10

11 **Section 2.** When the University receives notice of a bargaining unit faculty member's positive
12 test, the University may take one or more of the following actions, where appropriate:
13

- 14 a. Require the bargaining unit faculty member to take accrued leave, or leave
15 without pay if no accrued leave is available.
16
17 b. Limit the bargaining unit faculty member's access to all or certain University
18 buildings or other property.
19
20 c. Mandate that the employee work with the University's employee assistance program to
21 receive confidential assessment, counseling and referral for assistance with their
22 identified drug and/or alcohol problem.
23
24 d. Take disciplinary action pursuant to Article 24 of this Agreement.
25

26 **Section 3.** A bargaining unit faculty member who refuses a test, or delays providing, adulterates
27 or otherwise compromises a test sample may be subject to discipline pursuant to Article 24 of
28 this Agreement.
29

30 **Section 4.** Nothing in this Article shall supersede provisions of the Americans with
31 Disabilities Act or any other applicable statute or regulation.

ARTICLE 39. ACCEPTABLE USE OF UNIVERSITY INFORMATION ASSETS

Section 1. “University information assets” as used in this Article means all computer systems, applications, hardware, software, networks, internet access, platforms and/or devices provided by the university. University information assets are made available to bargaining unit faculty members for use in their work for the university. Any use of university information assets must comply with this Article and applicable law.

Section 2. Except to the extent set forth in this Agreement:

- a. All university information assets belong exclusively to the university, and are not the private property of any bargaining unit faculty member.
- b. The University owns all legal rights to control, transfer, or use all parts of University information assets.
- c. The University may withdraw permission for use of its information assets in compliance with this Agreement or in circumstances that pose a risk to the security or integrity of the assets or information stored on them. Except for routine withdrawals of permission (that is, when the withdrawal is the result of cessation of employment), the University shall notify the Union in a timely manner of the action taken and the reasons for the action.

Section 3. Bargaining unit faculty members shall not use university information assets for any unlawful purpose or in any manner that conflicts with this Agreement. Use of university information assets shall comply with copyrights, licenses, contracts, intellectual property rights and laws associated with data, software programs, and other materials made available through those assets.

Section 4. The use of university information assets by bargaining unit faculty members shall respect the confidentiality of other users’ information. Bargaining unit faculty members shall not attempt to: (a) access third party systems without prior authorization by the system owners; (b) obtain other users’ login names or passwords; (c) attempt to defeat or breach computer or network security measures; or (d) intercept, access, or monitor electronic files or communications of other users or third parties without approval from the author. Operation or use of university information assets shall be conducted in a manner that maintains the integrity of the assets and the information stored on them, and that will not impair the availability, reliability, or performance of university information assets, or unduly contribute to system or network congestion.

Section 5. Bargaining unit faculty members will use any antivirus, antimalware, or similar software that is furnished by the university.

Section 6. E-mail is provided to bargaining unit faculty members primarily for university-related business; however, bargaining unit faculty members may make personal use of their university email accounts so long as that use is reasonable in amount and does not interfere with work-related duties and responsibilities or unduly contribute to hardware,

1 software or network congestion. No use of scramblers, re-mailer services, or identity-stripping
2 methods is permitted. E-mail may be used for union business as set forth in this Agreement.

3
4 **Section 7.** Subject to law and applicable policy, authorized university personnel with a
5 demonstrably legitimate need may access specific information assets in order to fulfill their
6 official professional responsibilities. Limitations on this authority include the provisions of UO
7 Policy No. IV.06.02, Data Classification, requiring that such access must be only to the extent
8 and for such time as a business need exists. The University will notify the Union in a timely
9 manner of the action taken and the reasons for the action.

10
11 Bargaining unit faculty members will provide the University with documents not created or
12 stored on university information assets as required to comply with federal or state public
13 records disclosure statutes.

14
15 **Section 8.** Bargaining unit faculty members may make personal use of university
16 information assets as long as there is no significant cost to the university and such use
17 otherwise complies with this Agreement and applicable law and policy.

18
19 **Section 9.** Bargaining unit faculty members shall not use personal hardware or software to
20 encrypt any information owned by the university so as to deny or restrict access to the
21 University, except in accordance with prior permission or direction from the Provost or
22 designee.

23
24 **Section 10.** Bargaining unit faculty members shall not use university information assets for
25 political purposes related to a candidate for public office or a ballot measure, or for
26 solicitations related to commercial products or services.

27
28 **Section 11.** A bargaining unit faculty member shall:

- 29
30 a. Take reasonable steps to ensure the physical security of university information assets;
31
32 b. Report missing, lost or stolen university information assets to their supervisor
33 immediately; and
34
35 c. Take reasonable steps to prevent the release of confidential information.

1 **ARTICLE 40. NO STRIKE, NO LOCKOUT**
2

3 **Section 1.** The Union, on behalf of its officers, agents, affiliates, and members, agrees not to
4 engage in a strike, slowdown, walkout, refusal to report to work, mass absenteeism, or other
5 interruptions of work during the term of the Agreement or during the negotiations for a
6 successor Agreement.
7

8 **Section 2.** In the event of a strike by other employees of the university, bargaining unit faculty
9 members, if requested by the University, will consult about how work which was previously
10 performed by a striking employee will be covered. Any work previously performed by a
11 striking employee assigned to a bargaining unit faculty member shall be considered an overload
12 assignment. Bargaining unit faculty members will not unreasonably refuse to perform such
13 work.
14

15 **Section 3.** The University agrees not to lockout bargaining unit faculty members during the
16 term of the Agreement or during negotiations for a successor Agreement.

1 **ARTICLE 41. DISTRIBUTION OF THE AGREEMENT**
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3 **Section 1.** The University will post this Agreement on the Human Resources and Provost's
4 Office websites within 21 days after the Agreement is signed and ratified by both parties. The
5 University will send an email notifying current bargaining unit faculty members how to access
6 the posting.
7

8 **Section 2.** In the initial appointment of new faculty who will occupy a bargaining unit position,
9 the University will include notice that the position is represented by United Academics and
10 information on how to access the Agreement.

1 **ARTICLE 42. RIGHTS RESERVED TO THE UNIVERSITY**
2

3 **Section 1.** The University shall retain all of its customary rights, powers and authority, except as
4 limited below.

5
6 **Section 2.** All such rights, powers and authority are subject to the following limitations:

- 7
8 a. Those imposed by this Agreement or applicable law;
9
10 b. The management rights referenced in Section 1 above do not constitute a waiver of, and
11 shall not in any way be deemed to waive, any rights the Union possesses under law to
12 bargain over subsequent changes with respect to mandatory subjects of bargaining.

1 **ARTICLE 43. TOTALITY OF AGREEMENT**
2

3 **Section 1.** The parties acknowledge that during the negotiations that resulted in this
4 Agreement, the Union and the University had the unlimited right and opportunity, consistent
5 with previously adopted ground rules, to present demands and proposals with respect to any
6 and all matters lawfully subject to collective bargaining. The parties further acknowledge that
7 all of the understandings and agreements arrived at thereby are set forth in this Agreement, and
8 that it shall constitute the entire and sole agreement between the parties.
9

10 **Section 2.** During the term of this Agreement, neither party shall be obligated to bargain
11 collectively with respect to any subject or matter, whether or not referred to or covered by this
12 Agreement, even though such subject or matter may not have been within the knowledge or
13 contemplation of the parties at the time they negotiated or signed this Agreement.
14

15 **Section 3.** Notwithstanding the above, nothing in this Agreement precludes the parties from
16 mutually agreeing in writing to alter, amend, supplement, enlarge, modify, or delete provisions
17 of this Agreement.

ARTICLE 44. SEVERABILITY

Section 1. It is the expressed intent of the parties that, if any court of competent jurisdiction, government regulation, or decree at any time declares any provision of this Agreement invalid, such decision shall not invalidate the entire Agreement. All other provisions not declared invalid or not incomparable therewith shall remain in full force and effect.

Section 2. Should either party believe that a court of competent jurisdiction, government regulation or decree has declared any provision of this Agreement invalid, they may request that the parties enter into expedited bargaining as per ORS 243.698.

1 **ARTICLE 45. NEGOTIATION OF SUCCESSOR AGREEMENT**

2
3 **Section 1.** For the purpose of negotiating a successor Agreement, the Union will send
4 written notice to the University no later than 180 days prior to the expiration of this
5 Agreement indicating its desire to negotiate a successor Agreement.
6

7 **Section 2.** Prior to commencement of negotiations, the Union and the University shall provide
8 written notice to the other specifying those subjects or sections of the Agreement proposed to be
9 reopened and new subjects for negotiation.
10

11 New issues may be proposed by either party at the first meeting where proposals are exchanged
12 or later by mutual agreement. Those sections of this Agreement not reopened by said notices or
13 by subsequent mutual agreement shall automatically become a part of any successor
14 Agreement. Negotiation of the successor Agreement shall begin no later than 150 days prior to
15 the expiration of this Agreement or such date thereafter as may be mutually agreed upon by the
16 parties.
17

18 **Section 3.** The Union agrees to schedule a ratification vote by the membership within two
19 weeks, excluding finals week, of the date of signing a tentative agreement with the University
20 on a successor Agreement. If the parties reach agreement during the summer, the parties may
21 mutually agree to delay ratification of the Agreement until the second week of Fall term.
22

23 **Section 4.** This Agreement will expire on June 30, 2020. The parties will comply with the
24 applicable provisions of ORS Chapter 243 in negotiating a successor Agreement and with
25 regard to rights, obligations, and procedure if a successor Agreement is not signed prior to the
26 expiration of this Agreement.

ARTICLE 46. DEFINITIONS

As used in this Agreement:

“Academic year” means, generally, the period from September 16th through the date of commencement the following June.

“Days” means calendar days.

“Department or unit” means the lowest level academic subdivision to which a faculty member is appointed. A bargaining unit faculty member’s department or unit, for example, could be a school or college, or a department or unit within a school or college. If a bargaining unit faculty member performs work for more than one department or unit, their “department or unit” for purposes of this Agreement is the one to which the faculty member is officially appointed.

“Department or unit head” means the person immediately in charge of a bargaining unit faculty member’s department or unit. For example, the “department or unit head” could be a program head, department head, dean, or vice president, depending on the circumstances.

“Fiscal year” means the 12-month period from July 1 through June 30 of the following year.

“NTTF” means faculty in Non-Tenure Track Faculty classifications.

“TTF” means faculty in the Tenure-Track and Tenured classification.

“OUS” means Oregon University System.

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AND: University of Oregon (UO)

RECITALS:

B. The parties desire to address the subject of Intellectual Property on the following terms.

1. Within 30 days of the ratification of the collective bargaining agreement, each party will designate three persons to participate in discussions designed to produce agreement on the full range of issues raised at the bargaining table with respect to proposed Article 51, Intellectual Property. Recommendations produced by this working group will be forwarded to the University and to United Academics for possible revision and approval. Any agreement reached will be incorporated into the collective bargaining agreement as memoranda of understanding.
2. Until final approval of any agreement by the parties and its incorporation into the collective bargaining agreement, the status quo regarding intellectual property will be maintained.