

**COLLECTIVE BARGAINING
AGREEMENT**

between

THE UNIVERSITY OF OREGON

and

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

THROUGH JUNE 30, 2024

TABLE OF CONTENTS

Preamble	i
Article 1. Recognition.....	1
Article 2. Consultation	2
Article 3. Shared Governance	3
Article 4. Unit-Level Policies	4
Article 5. Academic Freedom, Free Speech and Faculty Responsibility	6
Article 6. Policies and Practices	8
Article 7. Distribution of the Agreement.....	9
Article 8. Personnel Files	10
Article 9. Union Rights	11
Article 10. Dues Deduction	14
Article 11. Release Time	15
Article 12. Facilities and Support	17
Article 13. Health and Safety	19
Article 14. Non-Discrimination	20
Article 15. Academic Classification and Rank	21
Article 16. Notices of Appointment.....	29
Article 17. Assignment of Professional Responsibilities	35
Article 18. Summer Session Appointments and Assignments	38
Article 19. Career Faculty Review and Promotion	39
Article 20. Tenure Review and Promotion.....	48
Article 21. Review Decision Appeals	61
Article 22. Grievance Procedure	65
Article 23. Arbitration	69

Article 24. Discipline and Termination For Cause	73
Article 25. Termination Without Cause for Program Elimination or Reduction	75
Article 26. Salary	77
Article 27. Health Insurance Benefits.....	81
Article 28. Miscellaneous Benefits	82
Article 29. Retirement Benefits	83
Article 30. Benefits for Eligible Retired Bargaining Unit Faculty	84
Article 31. Tenure Reduction Program (TRP).....	86
Article 32. Leaves	87
Article 33. Sabbatical	92
Article 34. Caregiving	95
Article 35. Jury Duty.....	96
Article 36. Professional Development.....	97
Article 37. Ethics and Professional Rrespnsibility	98
Article 38. Criminal Records Checks	99
Article 39. Drug and Alcohol Testing.....	100
Article 40. Acceptable use of University Information Assets	101
Article 41. No Strike, No Lockout	103
Article 42. Rights Reserved to the University	104
Article 43. Totality of Agreement	105
Article 44. Severability	106
Article 45. Negotiation of Successor Agreement	107
Article 46. Definitions	108
Signatures.....	109
Appendix 1: Implementation Agreements	110

Appendix 2: Unit Policy Development Guidelines	113
Appendix 3: Tenure Review File Checklist	119
Appendix 4: University Distinguished Teaching Professor Program	121
Appendix 5: Agreement on the American English Institute	123

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.

ARTICLE 1. RECOGNITION

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

Section 2. The University will send the union a report listing all faculty excluded from the bargaining unit each quarter on August 1, November 1, February 1, and May 1.

Section 3. Except as provided below, all faculty holding appointments for six weeks or less are excluded from the bargaining unit. The following faculty with appointments for six weeks or less shall not be excluded from the bargaining unit:

1. Faculty holding summer session appointments.
2. Faculty hired to replace striking graduate teaching fellows.

A faculty member holding multiple short-term appointments goes into the bargaining unit at the point in which they cumulatively have worked more than six weeks in an academic year.

ARTICLE 2. CONSULTATION

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

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

Section 3. Any agreement by the parties under this Article shall be reduced to writing and 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. UNIT-LEVEL POLICIES

Section 1. Initiation.

- a. **New departments or units.** Each new department or unit will develop a written policy delineating its procedures for the internal governance of the department or unit, merit review, professional responsibilities, review and promotion, summer session, and professional development. Guidelines for these policies are described in Appendix 2.
- b. **Administration-initiated revision.** The department or unit head, dean, vice president, or the Office of the Provost may call for changes to the established 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.
- c. **Faculty-initiated revision.** Department or unit faculty members, either through a governance committee or at a regular faculty meeting, may call for changes to an established unit-level policy by notifying the faculty, or department or unit head, of a change to be considered. Calls for revision of a department or unit policy will be assigned to a governance committee or considered at a regular faculty meeting within 120 days of the notification of the proposed change.
- d. **University-Union revisions.** The Office of the Provost will communicate to departments or units any agreements between the University and the Union that modify provisions of an established department or unit policy. Department or unit policy documents will be updated on the Provost's website within 90 days of the agreement. Policy revisions under this subsection are not subject to the process outlined in Sections 2 and 3.

Section 2. Development and revision of policies. All faculty in each department or unit shall have the opportunity to participate in the development and revision of that department or unit's policies. At the outset of policy formulation or revision, the faculty will first consider any input provided by the appropriate governance committee, department or unit head, dean, vice president, Provost, or designee. If the faculty has amended the policy change suggested by the administrator in Section 1.b., they will submit both their amended policy and the administrator-suggested policy to the dean or vice president. Policies submitted for revision must adhere to guidelines for document format and version control established by the Office of the Provost and posted on their website.

Section 3. Review, Approval, and Enactment. After the department or unit process for policy development is complete, the faculty will submit their recommended policy to the appropriate dean or vice president's office for review. Within 45 days of submission of the faculty-approved policy, the dean, vice president, or designee will provide a written notice and explanation of any non-grammatical alterations they propose to make to the faculty-approved policy before submission to the Office of the Provost to the department or unit faculty members and, upon request of faculty, meet with the unit faculty.

If the dean has amended the faculty-approved policy, they will send both their amended policy

1 and the faculty-approved policy to the Office of the Provost for review. The Office of the
2 Provost will have final authority to establish policy for each department or unit. The Office of
3 the Provost will post the established policy on their website and send it to the dean and the
4 department or unit head within 60 days of the receipt of the material from the dean. The
5 department or unit head shall send it to the faculty in the unit within 30 days. The timelines
6 above also apply to policy review, distribution, and posting where the Office of the Provost has
7 delegated review and approval to the deans.

8
9 **Section 4. Internal Shared Governance.** Policies for internal governance must include
10 provisions for appropriate documentation of decisions and for the appropriate and
11 equitable participation of faculty in the Tenure-Track and Tenured and Career
12 classifications in governance and the development of departmental or unit policies.

- 13
14 a. The participation must be appropriate. Appropriate participation includes, but is
15 not limited to, departmental activities such as unit meetings, voting, and committee
16 membership. There must be documented and legitimate structural, pedagogical, or
17 programmatic reasons for determining that a class of faculty (TTF or Career), a
18 particular classification, a particular rank, or a particular FTE level should not
19 participate in a particular aspect of governance.
20
21 b. When participation is appropriate, it must also be equitable. Equitable participation
22 requires a level of parity that allows TTF and Career faculty in a department or unit to
23 have a meaningful role in governance. Equitable participation does not mean that
24 governance roles for every faculty member must be exactly the same or that there must
25 be absolute proportionality in governance for all faculty classifications and ranks.
26
27 c. Career faculty whose teaching is primarily at the undergraduate level (e.g. instructors)
28 may participate and vote on undergraduate curricular matters. Career faculty whose
29 teaching is primarily at the graduate level (e.g. lecturers) may participate and vote on
30 graduate curricular matters. Career faculty whose teaching is routinely at both levels may
31 participate and vote at both levels.
32

33 **Section 5. Periodic Review.** All unit policies developed through the internal governance
34 process, including but not limited to, merit review, professional responsibilities, review and
35 promotion, summer session, and professional development should be periodically reviewed
36 to ensure that they comply with and reflect current CBA language and current university
37 policy.

38
39 **Section 6.** Timelines in this Article are paused for the duration of academic breaks and between
40 academic years.

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.

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

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

Article 6. Policies and Practices 8

1 **ARTICLE 7. DISTRIBUTION OF THE AGREEMENT**
2

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.

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 Office of the Provost 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. When exercising their right to reasonable access to bargaining unit faculty members at their work location, the Union will follow normal protocols for scheduling time with faculty members in a particular location, to the extent they exist. Department or unit staff may not unreasonably deny access to bargaining unit faculty members when the purpose of such access is within the Union's legal right.

Section 3. Upon reasonable advance notice to the appropriate scheduling office, the Union shall have the right to schedule facilities on campus and access to 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 4. 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 5. 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 6. To the extent required by ORS 243.804(4), the Union shall have the right to information for new bargaining unit faculty members.

Section 7. 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 8. The Union shall have the right to make a presentation at the primary new faculty orientation and to 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 9. The Union shall have the right to information and data necessary to administer the agreement and shall be required to pay the actual cost of producing the information when an individual request exceeds \$1,000 or when multiple requests exceed \$5,000 in any three-month period of time.

The Union shall also receive a credit from the University for information requests in the amount of \$3,000 per calendar year that can be used to pay actual costs to the University as required in this section. The \$3,000 credit shall not roll over between years.

The University shall complete information requests within thirty business days, subject to delays caused by the meetings outlined below. The parties can mutually agree to pause these timelines and such agreement will not be unreasonably withheld by either party.

Information and data shall be made available in electronic form whenever possible.

If there is confusion regarding the scope of any information request, the University will notify the Union within five business days of receiving the request. The parties agree to meet and discuss the scope of the request within five business days of the University notifying the Union of the confusion.

If there is confusion regarding the actual cost estimate provided by the University, the Union will notify the University within five business days of receiving the actual cost estimate. The

- 1 parties agree to meet and discuss the actual cost estimate within five business days of the Union
- 2 notifying the University of the confusion.

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. 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 deducted from their paychecks by submitting the appropriate form.

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

Section 4. The Union assumes responsibility for and indemnifies the University for all claims against the University, its officers, officials, employees or agents, arising out of or related to this Article. The Union also will, at the option of the Union, either assume the defense of any such claim or reimburse the University for its incurred defense costs at an hourly rate that is no more than the hourly rate charged by the attorneys representing the Union.

Section 5. The University will not deduct any Union fines, penalties, or special assessment from the pay of any bargaining unit faculty member.

ARTICLE 11. RELEASE TIME

Section 1. The University shall provide the Union with 20 course releases and 0.5 non-instructional annualized FTE of release time each academic year, where non-instructional FTE is understood to apply to research appointments, appointments in the libraries, or service. 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. Utilization of release time under this article by a bargaining unit faculty member will not negatively impact their reviews. 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 Office of the Provost, 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 six course releases and 0.3 non-instructional FTE per term of release time for distribution to the Union's negotiating team for preparation for and attendance at negotiation sessions.

Section 3. The Union will notify the University of the particular faculty members who shall receive release time. Such notice will typically be provided at least 21 days in advance of the date for class schedule production and shall be no later than 21 days prior to the close of the class schedule review phase. The University will confirm release requests within 30 days.

Term	Class Schedule Production*	Class Schedule Review Phase*
Fall	January 15	April 30
Winter	June 30	October 31
Spring	October 15	January 31
Summer	December 15	February 28

*Approximate dates.

The parties agree that non-instructional FTE cannot be used for course releases and 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 25 credits of release time, or an equivalent amount of FTE for non-instructional faculty (where 4 credits of course release equals 0.1 FTE), 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 Office of the Provost, which approval shall not be unreasonably withheld. The Office of the Provost 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

1 exchange for the course release.

ARTICLE 12. FACILITIES AND SUPPORT

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

Section 2. The University shall provide instructional faculty with a university email address, a mailbox, access to a telephone number and voicemail, reasonable office space and desk space, and reasonable access to 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. 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 research faculty with a university email address, a mailbox, a telephone number and voicemail, and appropriate workspace. 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. A bargaining unit faculty member has the right to discuss with their supervisor preferences for, or concerns about, specific classrooms before assignments are made.
- c. Bargaining unit faculty members will be provided with classroom space sufficient to seat the maximum enrollment established at the time the course is opened for student registration.
- d. Assigned classrooms will have the technology identified as necessary by the bargaining

unit faculty member and approved by the University at the time the course is opened for student registration. Reasonable technological support will be made available to all bargaining unit faculty members.

- e. The University may change a classroom assignment if a classroom is determined to be inaccessible for a student or employee. A bargaining unit faculty member should notify the Office of the Registrar as soon as they identify a barrier for any member of a class to or within a classroom. The University will comply with all applicable laws regarding disabilities and access for bargaining unit faculty members.

Section 6. Bargaining unit faculty members may report workspace temperature concerns and classroom supply needs to their department, program, or unit administrative support. If conditions in a classroom interfere with the learning environment or in a workspace prevents work from being accomplished, the faculty will report the problem as soon as possible. If the conditions are verified by the UO Environmental Health and Safety Department to be extreme enough to prevent work from being accomplished and the problem with the space is not mitigated by the next class meeting or use of the space, the class or work will be assigned a different room or space until the problem is addressed.

Section 7. All bargaining unit faculty members shall be assigned, and shall be expected to use for university purposes, a DuckID account with email, a UO ID Card, and free building keys and/or prox access where needed at least 15 days before the employment start date or as soon as practicable. Replacement costs for lost or damaged UO ID cards and/or building keys are the responsibility of the bargaining unit faculty member. Bargaining unit faculty members shall follow university procedures and provide requested information in order to obtain such services.

All bargaining unit faculty members not terminated for cause and who have complied with terms of this Agreement and all policies applicable to the use of university email shall be provided access to a University of Oregon email account, DuckWeb, and university courseware for at least two terms after the end of their employment. The former bargaining unit faculty member must continue to comply with the terms of this Agreement and all policies applicable to the use of university information assets.

Section 8. The University shall comply with all laws regarding accessibility of web- based communications. The University shall furnish appropriate aids and services to bargaining unit faculty members with disabilities as required by law. In determining what type of auxiliary aid and service is necessary, the University shall be responsive to the requests of the bargaining unit 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, state and university policy, 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 bargaining unit faculty member may report a condition that they believe does not comply with applicable safety or health laws or policies. The University has a reporting mechanism at <https://safety.uoregon.edu/> that allows bargaining unit faculty to anonymously report unsafe or hazardous conditions. The University will provide annual notice to faculty on how they can anonymously report unsafe or hazardous conditions.

The University will assess all reports they receive. Upon conclusion of the assessment, the University shall inform the bargaining unit faculty member (in writing if the report was made in writing), if identified, 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. No bargaining unit faculty member will be subject to discrimination, discipline, or termination for reporting that they have experienced workplace violence or the threat of workplace violence.

ARTICLE 14. NON-DISCRIMINATION

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

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

Section 2. The University will offer all bargaining unit faculty members training regarding unlawful discrimination. Bargaining unit faculty members will be required to complete training regarding unlawful discrimination within 90 days of the date of hire and once every two years.

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

ARTICLE 15. ACADEMIC CLASSIFICATION AND RANK

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

Section 2. Classification

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

- a. **Tenure Related Classifications:** The Tenure Related Classifications include all paid appointments in which bargaining unit faculty members are either eligible to be considered for, will become eligible to be considered for, or have received, tenure.
 - i. **TENURE-TRACK AND TENURED:** A paid position wherein an individual is designated by the University in writing as eligible for tenure or has been granted tenure in writing by the Provost.
 - ii. **ACTING:** A tenure-track paid position for individuals intended by the University to become tenure-track assistant professors but who have yet to complete the terminal degree.
- b. **Career Related Classification:** The Career Related Classification includes all ongoing paid appointments in which bargaining unit faculty members are not eligible for tenure.
 - i. **CAREER:** A paid position that has been granted an expectation of continued employment as defined in Article 16, Section 10.
- c. **Limited Duration Classifications:** The Limited Duration Classifications include all paid appointments of limited duration in which bargaining unit faculty members are not eligible for tenure.
 - i. **VISITING:** A paid appointment of limited duration (up to three years) for (1) an individual who holds a like, similar, or relevant appointment at another institution or (2) pursuant to norms of the specific discipline, an individual who has recently obtained a terminal degree and is seeking further professional experience prior to seeking a professorship.
 - ii. **PRO TEMPORE:** A paid appointment that is intermittent or of limited duration, except as provided in Section 6.
 - iii. **POSTDOCTORAL SCHOLAR:** A paid, mentored research position that is of limited duration (up to three years) for individuals who have earned a doctoral degree. Postdoctoral mentors may petition the Office of the Provost for an extension of no more than two years. Permission to continue a position in the

Postdoctoral Scholar classification for longer than three years must be granted in writing by the Office of the Provost.

- iv. **POSTBACCALAUREATE SCHOLAR:** A paid, mentored research position that is of limited duration (up to five years) for individuals who have earned a bachelor's or equivalent degree.
- v. **RETIRED:** A paid appointment post-retirement that is of limited duration. A bargaining unit faculty member can be appointed to the retired classification if they retire, resign, or have been terminated without cause from employment with the university, and are:
 - i. eligible for unreduced or reduced benefits under the Public Employees Retirement System (for participants in PERS) or the Oregon Public Service Retirement Program (for participants in OPSRP);
 - ii. eligible under Internal Revenue Service rules to withdraw funds from an account established under Optional Retirement Plan and meets the requirements for unreduced or reduced benefits under their plan.

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

Section 3. Category & Rank

The following are the categories and ranks that apply to bargaining unit positions. A category describes a rank or group of ranks. Ranks define the level of promotion within a category.

- a. **PROFESSOR:** This category can only be used in the Tenure-Track or Tenured, Acting, Visiting, or Retired classifications. Duties are in all three areas of independent research, scholarship, and/or creative inquiry; instruction; and service. Ranks in this category in ascending order are assistant professor, associate professor, and professor.
- b. **CLINICAL PROFESSOR:** This category can only be used in the Visiting, Career, Pro Tem, or Retired classifications. Primary duties are in the area of clinical instruction or research. Ranks in this category in ascending order are assistant clinical professor, associate clinical professor, and clinical professor.
- c. **PROFESSOR OF PRACTICE:** This category can only be used in the Visiting, Career, Pro Tem, or Retired classifications. Primary duties are 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 and where such accomplishments are typically accrued in a non-academic or non-university setting;
- 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.

The only rank in this category is professor of practice.

- d. **TEACHING PROFESSOR:** This category can only be used in the Career or Retired classification. This category requires an existing or previous appointment in the Career classification at the highest rank in the instructor or lecturer categories. This category can only be granted by the Office of the Provost through the review process specified in Appendix 4. Primary duties are in the area of undergraduate and/or graduate instruction. Duties may include, but are not limited to, involvement in design and development of courses and the curriculum, support for the evaluation of teaching, or additional focus on leadership projects. The Teaching Professor category and rank will remain in place for the duration of the faculty member's employment with the university. There is no promotion path to or within the Teaching Professor category and rank. The only rank in this category is teaching professor.
- e. **INSTRUCTOR:** This category can only be used in the Visiting, Career, Pro Tem, or Retired classifications. Primary duties are 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. Ranks in this category in ascending order are instructor, senior instructor I, and senior instructor II.
- f. **LECTURER:** This category can only be used in the Visiting, Career, Pro Tem, or Retired classifications. Primary duties are in the area of graduate instruction and education. The duties may also include some undergraduate instruction and mentoring and advising responsibilities, as well as the possibility of involvement in design and development of courses and the curriculum. Appointments in the Lecturer category require the terminal degree (or its professional equivalent) relevant to the appointment, but holding a terminal degree does not by itself entitle a bargaining unit faculty member to appointment in the Lecturer category. Ranks in this category in ascending order are lecturer, senior lecturer I, and senior lecturer II.
- g. **LIBRARIAN:** This category can only be used in the Visiting, Career, Pro Tem, or Retired classifications. Primary duties are in the areas of applied practice in library and

1 information sciences, and may include independent research, scholarship, and/or creative
2 inquiry; instruction; and service. Appointments in the Librarian category require a
3 terminal professional degree relevant to their appointment. Holding a terminal degree
4 does not by itself entitle a bargaining unit faculty member to appointment in the Librarian
5 category. Ranks in this category in ascending order are assistant librarian, associate
6 librarian, and senior librarian.

- 7
8 h. RESEARCH ASSISTANT: This category can only be used in the Visiting, Career, Pro
9 Tem, or Retired classifications. Primary duties are in the area of research. Research
10 Assistants typically work as members of a research team under the direct supervision of
11 other faculty researchers. There are three Research Assistant category types based on the
12 minimum degree requirement:

- 13
14 i. RESEARCH ASSISTANT (TYPE A): Positions that require skills and/or
15 experience relevant to the duties of the position and do not have a minimum
16 degree requirement.
17
18 ii. RESEARCH ASSISTANT (TYPE B): Positions that require a bachelor's or
19 equivalent degree. In rare occasions, positions in specialized fields may allow for
20 a combination of education and equivalent experience prior to the time of hire to
21 satisfy the bachelor's degree requirement.
22
23 iii. RESEARCH ASSISTANT (TYPE C): Positions that require a master's or
24 equivalent degree. In rare occasions, positions in highly specialized fields may
25 allow for a combination of education and exceptional equivalent experience prior
26 to the time of hire to satisfy the master's degree requirement.
27

28 Ranks for each research assistant type in ascending order are research assistant, senior
29 research assistant I, and senior research assistant II.

- 30
31 i. RESEARCH ASSOCIATE: This category can only be used in the Visiting, Career, Pro
32 Tem, or Retired classifications. This category requires terminal degree relevant to the
33 appointment. Primary duties are in the area of research, which are typically undertaken as
34 part of a research team or lab. Appointments in the Research Associate category require a
35 terminal degree (or its professional equivalent) in a relevant field but holding a terminal
36 degree does not by itself entitle a bargaining unit faculty member to appointment in the
37 Research Associate category. Ranks in this category in ascending order are research
38 associate, senior research associate I, and senior research associate II.
39
40 j. RESEARCH PROFESSOR: This category can only be used in the Visiting, Career, Pro
41 Tem, or Retired classifications. This category requires a terminal degree relevant to the
42 appointment with duties primarily in the area of independent research, scholarship and/or
43 creative inquiry. Primary duties are independent lines of inquiry, which can be related to
44 the work of colleagues but not dependent on it. A Research Professor will have
45 qualifications and research expectations equal to or exceeding those for a tenure-
46 track/tenured professor at the same rank in related fields. Ranks in this category in

1 ascending order are assistant research professor, associate research professor, and
2 research professor.

3
4 k. RESEARCH SCIENTIST: This category can only be used in the Visiting, Career, Pro
5 Tem, or Retired classifications. This category requires at least a bachelor's degree in an
6 area that is immediately relevant to the research program or research facility in which the
7 position resides. The key differentiator between this position and the research assistant
8 position is the technical nature of skill set required of the position. Holding a relevant
9 degree does not by itself entitle a bargaining unit member to appointment in the research
10 scientist category. Ranks in this category in ascending order are research scientist, senior
11 research scientist I, and senior research scientist II.

12
13 l. RESEARCH ENGINEER: This category can only be used in the Visiting, Career, Pro
14 Tem, or Retired classifications. This category requires a bachelor's or higher from an
15 accredited engineering program. The key differentiator between this position and the
16 research assistant position is the technical nature of the skill set required of the position.
17 Holding a relevant degree does not by itself entitle a bargaining unit member to
18 appointment in the research engineer category. Ranks in this category in ascending order
19 are research engineer, senior research engineer I, and senior research engineer II.

20
21 m. PRINCIPAL RESEARCH SCIENTIST: This category can only be used in the Visiting,
22 Career, Pro Tem, or Retired classifications. This category requires at least a master's
23 degree in an area that is immediately relevant to the program or research facility in which
24 the position resides. The principal research scientist will:

- 25
26 • Have substantial experience at a responsible technical or managerial level (normally
27 at least 12 years for holders of a master's degree and at least 6 years for a holder of a
28 Ph.D.);
29 • Show clear evidence of consistent performance in making original and innovative
30 contributions to their discipline;
31 • Show leadership in development and management of technical projects involving
32 other faculty and students;
33 • Make substantial contributions to the University through service.

34
35 The only rank in this category is principal research scientist.

36
37 n. POSTDOCTORAL SCHOLAR: This category can only be used in the Postdoctoral
38 Scholar classification. This category requires a temporary and defined period of formally
39 mentored research, instruction, librarianship, or scholarly training, for the purpose of
40 allowing the Postdoctoral Scholar to acquire the professional skills needed to pursue a
41 career path of their choosing. The appointment requires a doctoral degree. At the time of
42 appointment, hiring documentation should include an articulated program of mentoring
43 with an identified mentor. The only rank in this category is postdoctoral scholar.

44
45 o. POSTBACCALAUREATE SCHOLAR: This category can only be used in the
46 Postbaccalaureate Scholar classification. This category requires a bachelor's or

equivalent degree. This category requires a temporary and defined period of formally mentored research or scholarly training for the purpose of allowing the postbaccalaureate scholar to acquire the professional skills needed to pursue a career path of their choosing. The only rank in this category is postbaccalaureate scholar.

Section 4. 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 5. If the University lays off a bargaining unit faculty member in a position in the Career classification for economic or programmatic reasons (Article 16.12.b or c, or Article 25), then the position cannot be refilled in the Career, Visiting, Pro Tem, Retired, or Postdoctoral Scholar classifications within the subsequent two years unless approved by the Office of the Provost or unless the affected faculty member has been offered reinstatement and at least 30 days in which to accept or decline it. It is the bargaining unit faculty member's responsibility to keep the university advised of their current email address for receipt of such offers. Reinstatements will be at the former rank or equivalent and follow Article 26, Section 11. If multiple bargaining unit faculty members have been laid off for economic or programmatic reasons within the previous two years and would meet the specific qualifications for the position as affirmed by the unit head, the University will offer reinstatement consistent with the principles in Article 16, Section 13.

Section 6. Pro Tem positions will last no more than three years, unless the Office of the Provost 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.

The Office of the Provost can designate a Pro Tem position to be an Ongoing Pro Tem position for legitimate pedagogical or programmatic reasons.

- a. Legitimate pedagogical reasons for Ongoing Pro Tem positions include:
 - i. When a department or unit believes that the student learning experience is enhanced by having new instructors cycle into the program to meet specific course needs.
 - ii. When a department or unit identifies a position that is best taught by a working or retired professional in the industry and the position is assigned no more than three courses an academic year.
- b. Legitimate programmatic reasons for an Ongoing Pro Tem position include:
 - i. When a department or unit offers recent PhD graduates a short-term position and there is an expectation that new faculty members would fill this position every one to three years.
 - ii. When a department or unit with traditionally large fluctuations in enrollment can accommodate those fluctuations by having a reasonable number of Pro Tem positions.

- 1 c. Inadequate or limited financial resources are not legitimate pedagogical or programmatic
2 reasons for designating a position an Ongoing Pro Tem position.
3

4 In rare cases, the Office of the Provost can give a department or unit permission to extend a Pro
5 Tem position for one year beyond the three-year limit. In these rare cases, a faculty member may
6 continue in the Pro Tem position for one year beyond the three-year limit.
7

8 **Section 7. Recategorizations** 9

- 10 a. **Faculty Initiated Recategorization.** Bargaining unit faculty members in the Career
11 classification shall have the right to petition the Office of the Provost to have their
12 position recategorized if they believe that their position was categorized incorrectly at the
13 time of first hire or their position has evolved to more closely resemble a different
14 category. If a petition for recategorization is denied, a bargaining unit faculty member
15 may petition again after completion of at least one additional year of service in the
16 position.
17
- 18 b. **University Initiated Recategorization.** In keeping with the principles set forth above the
19 University may recategorize a bargaining unit faculty member in the Career or Limited
20 Duration classification when their position has evolved to more closely resemble a
21 different category.
22
- 23 c. Unless there is agreement to the contrary, a recategorization under this Section will not
24 reduce the rank or base salary of a bargaining unit faculty member.
25

26 **Section 8. Reclassifications** 27

- 28 a. **Faculty Initiated Reclassification.** Bargaining unit faculty members in the Pro Tem,
29 Visiting, or Postdoctoral Scholar classifications who believe that their positions should be
30 positions in the Career classification may petition for reclassification after the completion
31 of two years of appointment. Because the defining characteristic of the Pro Tem, Visiting,
32 and Postdoctoral Scholar classifications is their limited duration, the decision of the
33 Office of the Provost should be guided by the current and anticipated duration of the
34 position.
35
- 36 b. **University Initiated Reclassification.** In keeping with the principles set forth above the
37 University may reclassify a bargaining unit faculty member in the Career or a Limited
38 Duration classification when their employment has evolved to more closely resemble a
39 different classification. Reclassification of Career positions under this subsection are only
40 allowed by mutual agreement.
41
- 42 c. When a position is reclassified from a Career or Limited Duration classification into the
43 Tenure Track and Tenured classification, a new national search is required to fill the
44 position except when an exception has been granted by the Office of the Provost. For
45 other classifications, a national search is permissible, but not required when the original
46 search was national in scope and when the incumbent has had successful reviews.

- 1
2 d. Unless there is agreement to the contrary, a reclassification under this Section will not
3 reduce the rank or base salary of a bargaining unit faculty member.
4

5 **Section 9.** A reclassification or recategorization shall take effect on the effective date approved
6 by the Office of the Provost.
7

8 **Section 10.** By September 1 of each year the University shall provide the Union with an
9 annual report of the following for the preceding academic year:

- 10 a. Permissions to extend a position in the Pro Tem or Postdoctoral Scholar classification
11 beyond three years;
12 b. Recategorizations;
13 c. Reclassifications;
14 d. National-search exceptions.
15

16 **Section 11.** A change in rank within a category requires a promotion.

ARTICLE 16. NOTICES OF APPOINTMENT

Appointments

Section 1. Notification of Appointment. The Office of the Provost shall provide a bargaining unit faculty member to be appointed to a position subject to this Agreement with written notification of the appointment as soon as practicable. Notice by any other means is not valid notice and does not cause the formation of an agreement between the University and the bargaining unit faculty member. Oral promises regarding terms and conditions of employment and representations made in writing by persons other than the Office of the Provost are not binding upon the University. The notice of appointment, which may be provided electronically such as by email or link to a website, shall include, but need not be limited to, the following:

- a. Effective date of appointment;
- b. Classification, category, and rank;
- c. Department and title;
- d. Duration of appointment, defined work periods (nine-month faculty, twelve-month, etc.) and/or if appointment is contingent on funding;
- e. Tenure status, including the nature of any restrictions on eligibility for tenure and any credit for prior service; or
- 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 2. Reporting Site. Bargaining unit faculty members will be assigned a primary reporting site at the time of hire. Bargaining unit faculty members may be required to move, relocate, travel, or work at multiple reporting sites:

- i. With reasonable notice if required by their job duties as stated in their initial hiring materials; or,
- ii. By mutual agreement; or,
- iii. With at least 12 months' notice of a change. Such changes may not be arbitrary or capricious.

Bargaining unit faculty members shall receive relocation and/or travel expenses consistent with university policy.

Section 3. 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 4. Joint and Multiple Appointments. A joint appointment is one appointment with the same classification and rank that spans two or more units. A multiple appointment describes when a bargaining unit faculty member has separate appointments in two or more units. Joint or multiple appointments may not exceed 1.0 FTE in total and are subject to the following:

- a. Joint or multiple appointments for Career and Tenure-Track and Tenured bargaining unit faculty members require a memorandum of understanding (MOU) to be completed at the time of hire or additional appointment. MOUs are not valid unless approved in writing by the bargaining unit faculty member, the hiring departments, and the Office of the Provost.
 - i. Tenure-Track and Tenured MOUs must specify expectations for promotion and tenure review and identify how reviews and the tenure and promotion process will be handled among the units.
 - ii. Career MOUs must specify expectations for promotion review and identify how reviews and the promotion process will be handled among the units.
- b. Career joint or multiple appointments where the second appointment or assignment is shorter than one year and less than 0.3 FTE (annualized) may forego the MOU process and may be extended for one additional year without an MOU. Any subsequent joint or multiple appointments within a six-year period require an MOU.
- c. Limited Duration faculty may hold joint or multiple appointments.

Aggregate appointments across two or more departments that total 0.50 FTE or above will receive benefits.

Section 5. Summer Session. There will not be notices of appointment associated with Summer Session instructional appointments. The provisions of Summer Session appointments will be communicated in writing or email in accordance with Article 18.

Tenure-Track and Tenured Appointments

Section 6. The initial appointment in the Tenure-Track and Tenured classification will usually be to the rank of assistant professor, without tenure, and for a period of three years unless the

University and the bargaining unit faculty member agree to a shorter duration. At the time of hire, the University and the bargaining unit faculty member may agree upon credit toward tenure for prior service, specific review timelines, and relevant review period windows or materials. The timeline for tenure consideration for those granted credit will be six years less any credit granted. Such agreement will be documented in the initial appointment. The University and the bargaining unit faculty member may agree to reduce or forego the credit for prior service. Such agreement will be documented in a revised notice of appointment.

Section 7. If an appointment of a full-time, tenure-track bargaining unit member is not to be renewed for reasons other than for just cause (Article 24) or program elimination or reduction (Article 25), notice of nonrenewal shall be given in writing as follows: during the first annual appointment, by March 15 for those whose contracts expire on or about June 15, or at least three months' notice given prior to expiration of the appointment, whichever is longer; during the second year of service, by December 15 for those whose contracts expire on or about June 15, or at least six months' notice given before expiration of the appointment, whichever is longer; in the third and subsequent years of service, at least 12 months' notice, which may be given at any time.

Career Appointments

Section 8. Career Faculty FTE. Career faculty will be assigned a base FTE at the time of hire. Permanent changes to that FTE for instructional Career faculty (including librarians) are only allowed by mutual written agreement between the bargaining unit faculty member and the Office of the Provost or Dean. Changes in base FTE for research Career faculty are allowed by mutual agreement or with 30 days' notice for any reason.

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. FTE considerations for Career positions designated as funding-contingent are in Section 18 below.

Section 9. The University supports and encourages, where feasible and appropriate, the creation of Career faculty appointments at 0.50 FTE or above. The University may not make Career faculty appointments at an FTE level of below 0.50 FTE to preclude providing benefits.

Section 10. Career Faculty 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 18. Their employment may only be terminated for cause (Article 24), through a program reduction or elimination (Article 25), or through layoff (Article 16).

Section 11. Career Faculty Layoff 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.

Notice periods for Career positions designated as funding-contingent are in Section 18 below.

Section 12. Career Faculty Layoff 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. Programmatic or pedagogical reasons, including but not limited to reasons under Article 3, Section 1, and departmental adjustments necessary to accommodate graduate students; or
- d. Replacement of the laid off position(s) with a Tenure-related position.

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

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

Layoff rationale for Career positions designated as funding-contingent are in Section 18 below.

Section 13. In situations where more than one Career faculty member could be laid off under Section 12 to address financial, pedagogical or programmatic needs, or to replace a position with Tenure-related position, layoffs should be based on the functions and skills required to perform necessary work. If more than one Career faculty member has the functions and skills to perform necessary work, layoffs shall follow earned seniority (Pre-promotion first, then Senior I, then Senior II). The order of layoffs may also take into consideration the equity goals of the university.

Grievances related to lay off decisions can be pursued exclusively through Article 23, Section 11.

Section 14. On or before July 1 of each year, the University will send a report to the Union detailing the layoffs for the preceding year. The report will list the department and stated reason the faculty member was laid off.

Section 15. Career faculty who are laid off under this Article will be provided with career transition resources and information on subscribing to position announcements at the university.

Limited Duration Appointments

Section 16. Limited Duration Appointments. Appointment or reappointment duration for bargaining unit faculty members in the Pro Tem, Visiting, Retired, Postdoctoral Scholar, Postbaccalaureate Scholar, or Acting classifications is at the discretion of the University, in compliance with the provisions of this Agreement. Their employment expires in accordance with its terms and no notice is required.

Section 17. The duration of the appointment for a Postdoctoral or Postbaccalaureate Scholar and the provisions for appointment, renewal, or nonrenewal will be specified at the time of hire and included in the written notification of appointment.

Funding-Contingent Appointments (Career and Limited Duration)

Section 18. Appointments in the Career and Limited Duration classifications shall be designated as funding-contingent in their notice of appointment under Section 1.d. if they are fully or partially:

- i. Funded by sources other than general funds (e.g., gifts, grants, contracts, awards, sponsored projects, service center or core facility revenue, income, auxiliaries, cooperative agreements, etc.); or,
- ii. Temporarily supported on general funds (e.g., one-time, startup, seed funding, bridge-funding, sabbatical, etc.); or,
- iii. Appointed to programs, projects, or activities that are temporary, short-term, or self-supporting.

Notwithstanding the terms set above, Career appointments designated as funding-contingent have an expectation of continued employment 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 below.

Bargaining unit faculty members with funding-contingent appointments who have achieved promotion shall receive at least 30 days' notice before being laid off. Funding-contingent faculty members who have not achieved promotion are not subject to notice before being laid off (although at least 30 days' notice is encouraged).

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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 faculty are allowed by mutual agreement or change in funding, programmatic need, or performance.

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 their 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. The faculty in each department or unit will maintain unit-level professional responsibilities policies in accordance with Article 4. 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; service within the department, school, college, institute, libraries, or the University; service to external organizations or communities; and professional development activities.

Section 2. Workloads. A bargaining unit faculty member's particular workload shall be assigned in accordance with their position description and unit-level 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 faculty member's qualifications and expertise and potential to acquire the appropriate expertise;
- c. The bargaining unit faculty 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 3. Assignments. The Office of the Provost shall be ultimately responsible, subject to delegation, for the assignment of all bargaining unit faculty members' professional responsibilities.

Bargaining unit faculty members shall be afforded the opportunity to meet with their department or unit head 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. At the bargaining unit faculty member's request, their caregiving responsibilities shall be considered in the scheduling of assignments.

The department or unit head may modify scheduled assignments, provided they discuss changes with the bargaining unit faculty member before they are made and that changes are not made for arbitrary or capricious reasons. Bargaining unit faculty members shall be given as much notice as possible about potential changes to their scheduled assignments.

Bargaining unit faculty members may request to adjust schedules or assignments.

Section 4. Each bargaining unit faculty member must be fully engaged in teaching, research, and service work for the university to the extent of their appointment, and must be engaged in work or reasonably available for work for the entirety of the term for which the bargaining unit faculty member is employed unless on approved leave.

Section 5. Impact of Enrollment on Tenure-Track and Tenured and Career Faculty Assignments. In the event of course cancellation for insufficient enrollment:

- a. The University will work with the affected faculty member to determine if it is possible to replace the course assignment with an equivalent course assignment within the same academic year. The assignment of an equivalent course pursuant to the Section shall not be considered an overload assignment.
- b. If it is not possible to replace the course assignment within the same academic year, the department may provide an equivalent, alternative assignment consistent with the department's workload policy. Examples of such work include but are not limited to the following: advising; determining course equivalencies for transfer credit; assessment projects; curriculum development; substitute teaching; recruiting for study abroad programs; and course development for future years. The equivalent, alternative assignment must be completed during the same term the canceled course was scheduled.
- c. If assignments cannot be made under (a) and (b) of this section, the bargaining unit faculty member shall be assigned faculty-related work by the Dean's office.

Section 6. Overloads. 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 Office of the Provost, 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 faculty member's primary job responsibilities.

Overload appointments, except those with alternative compensation models, will be assigned an FTE percentage commensurate with normal workload duties and compensated accordingly. Bargaining unit faculty members may request that overload compensation take the form of

- 1 course release when the duties are completed in the same academic year as the release. No
- 2 bargaining unit faculty member may be disciplined or terminated for refusing an overload
- 3 assignment.
- 4
- 5 Appointments for which compensation is paid, in whole or in part, with federal funds may
- 6 be ineligible for overload appointment or compensation.

ARTICLE 18. SUMMER SESSION APPOINTMENTS AND ASSIGNMENTS

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

The colleges or schools will provide language to be included in every policy governing compensation, appointments, and budgeting surrounding Summer Session. The language shall include the University of Oregon summer payroll practices guidelines developed in November 2014. 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. Programs with summer session policies may also include rules with respect to compensation, appointment, and budgeting.

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

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

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

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

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

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

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

ARTICLE 19. CAREER FACULTY REVIEW AND PROMOTION

Preamble. Career appointments are either Career instructional or Career research for the purposes of this Article.

Career instructional faculty are those with appointments in the Career classification in the following categories: Instructor, Lecturer, Librarian, Clinical Professor (when an instructional appointment), Professor of Practice, and Teaching Professor.

Career research faculty are those with appointments in the Career classification in the following categories: Research Professor, Clinical Professor (when a research appointment), Research Assistant, Research Associate, Research Scientist, Research Engineer, and Principal Research Scientist.

Career Faculty Review and Promotion

Section 1. Reviews for Career faculty will include reviews associated with performance, promotion, and continuous employment. A performance review will not be required in the year a bargaining unit faculty member has a promotion or continuous employment review.

Section 2. Policies and Procedures. Each department or unit that employs Career faculty will maintain unit-level policies for Career faculty review and promotion in accordance with Article 4.

Career Faculty Performance Reviews

Section 3. Performance Reviews. Performance reviews for Career faculty are for the purpose of determining if the faculty member is meeting the standard of excellence appropriate to a Career instructional or Career research faculty member at an AAU institution based on their job duties. Performance reviews should be designed to help Career faculty members grow as educators, scholars, and researchers, as appropriate; identify areas of strength; and identify areas that need improvement associated with their position. Career performance reviews should include a stage-appropriate assessment of the likelihood of success in a subsequent promotion review.

Section 4. Performance Review Timing.

- a. Career instructional faculty will have a performance review each year for the first three years of their employment and at least once every three years thereafter (academic years for 9-month appointments and fiscal years for 12-month appointments). The three-year schedule is reset after a successful promotion or continuous employment review.
- b. Career research faculty will have a performance review annually, which will also serve as the basis for distributions if a merit pool is agreed to in Article 26.
- c. Performance reviews may take place out of cycle when a department or unit head has

1 identified or become aware of performance problems. The department or unit head shall
2 meet with the Career faculty member to discuss areas of concern and evaluate whether a
3 formal out-of-cycle performance review or performance improvement plan (Section 6.e)
4 is warranted. Nothing in this Article changes the process for addressing poor performance
5 for funding-contingent faculty set forth in Article 16, Section 18.
6

7 **Section 5. Performance Review Period and Criteria.** Reviews will consider the Career
8 bargaining unit faculty member's performance since their last review. Career faculty members
9 will be evaluated only by the criteria approved and made available to them. If the criteria have
10 changed since their previous review, the faculty member must choose either the earlier or current
11 set of criteria.
12

13 **Section 6. Performance Review Process.**
14

- 15 a. As part of each performance review, a Career faculty member will have an opportunity to
16 submit a personal statement containing information relevant to their performance of
17 assigned duties and responsibilities.
18
- 19 b. The review process will include an opportunity for the Career faculty member to discuss
20 their efforts, performance, and goals or improvement opportunities with an appropriate
21 supervisor, department, or unit head at least once during each review period.
22
- 23 c. Performance reviews must include a determination if the Career faculty member meets,
24 exceeds, or does not meet expectations in each of their assigned duties.
25
- 26 d. The supervisor, department, or unit head will summarize, in writing, any committee or
27 peer review along with their own assessment and will communicate the results of the
28 review and provide a copy of their summary in writing to the bargaining unit faculty
29 member. The faculty member will have 10 days from the date of the receipt of the report
30 to provide a response, which shall be appended to the completed performance review.
31
- 32 e. If the determination of the performance review is that the Career faculty member does not
33 meet expectations in one or more of their assigned duties, the supervisor, department, or
34 unit head will meet with the faculty member to discuss a performance improvement plan,
35 which will include written documentation of the areas for improvement, instructions to
36 meet expectations in those areas, a timeline to carry out those instructions, and an explicit
37 timeframe for assessing progress. The performance improvement plan will be signed by
38 the supervisor, faculty member, and vice president, vice provost, dean, or director.
39

40 If that follow-up progress assessment, which may be a performance review, determines
41 that the Career faculty member still does not meet expectations in one or more of the
42 assigned duties previously identified as areas of concern, that Career faculty member may
43 be subject to layoff (Article 16, Section 12.a.).
44
45

46 **Career Promotion Reviews**

General Career Promotion Review Considerations

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

Section 8. Credit for Prior Service. When credit for prior service is agreed upon, the terms of hire or reclassification will state the number of years of credit granted for comparable work, specific review considerations, and the earliest date for promotion eligibility.

Section 9. Reapplication for Promotion. An unsuccessful candidate for promotion may continue employment at their current rank as long as eligible to do so under this Agreement. Career faculty bargaining unit members who are denied promotion may reapply for promotion after having been employed by the university for an additional three years at an average of 0.5 annualized FTE per year, accrued at no greater than three terms per academic year for bargaining unit faculty on 9-month appointments, and at four terms per year for bargaining unit faculty on 12-month appointments.

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

Section 11. Withdrawal of Application. A candidate may withdraw an application for promotion in writing to the Provost and the dean at any time before the Provost's decision.

Career Instructional Promotion Reviews

Section 12. Eligibility for Promotion. Career instructional faculty may elect to initiate the promotion process when eligible to do so. Career faculty members will be eligible for promotion after accumulating six years of employment less any credit for prior service granted (Section 8) as a faculty member at or above an average of 0.5 annualized FTE over six years, accrued at no greater than three terms per academic year for bargaining unit faculty with 9-month appointments, and at four terms per year for bargaining unit faculty with 12-month appointments. The six years of employment do not have to be consecutive.

- a. Career instructional faculty members who will have completed five years of employment as a Career faculty member at or above 0.5 annualized FTE per year may initiate the promotion process in the Spring term of the fifth year if they have an expected appointment of 0.5 annualized FTE or greater for the sixth year.
- b. Career instructional faculty members who have completed more than five years of employment as a Career faculty member at or above 0.5 annualized FTE per year may initiate the promotion process in the Spring term of any year.

- c. Cases involving positions or terms of service below 0.5 FTE may be considered for promotion by the Office of the Provost in accordance with the principles set forth in this Article.
- d. Career instructional faculty members who have achieved promotion must wait at least six years before initiating the promotion process again, regardless of the number of accumulated years of employment.

Section 13. Review Period and Election of Criteria. The promotion review period for a Career instructional bargaining unit faculty member will be the time in their current classification and rank, with emphasis on the six most recent years.

The bargaining unit faculty member will be reviewed for promotion relative to the criteria in effect when the review period began. If the criteria have changed since their hire or previous review, the faculty member must choose either the earlier or current set of criteria.

Section 14. Initiating the Promotion Process. Career instructional faculty 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.
- **Personal statement:** A 2-6 page personal statement developed by the bargaining unit faculty member evaluating their performance measured against the applicable criteria for promotion. The personal statement should expressly address the subjects of teaching; scholarship, research and creative activity, as applicable; 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 diversity, equity, and inclusion.
- **Teaching portfolio (if applicable):** 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; information from student experience surveys, which will be considered in light of the response rate; information on the development of new courses and curriculum development; information on contributions to university wide teaching practices (if applicable).
- **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

1 service contributions to their academic department, center or institute, school or college,
2 university, profession, and the community, such as op ed pieces, white papers authored or
3 co-authored by the faculty member, commendations, awards, or letters of appreciation.
4 The service portfolio may also include a short narrative elaborating on the faculty
5 member's unique service experiences or obligations.
6

- 7 ● **Professional development statement (if applicable):** A statement that provides a short
8 narrative elaborating on the professional development activities of the bargaining unit
9 faculty member related to their job duties.
- 10
- 11 ● **Professional activities portfolio (if applicable):** A comprehensive portfolio of
12 professional or consulting activities related to their discipline.
- 13
- 14 ● **Internal and/or external reviewers (if applicable):** A list of qualified internal and/or
15 external reviewers provided by the bargaining unit faculty member.
16

17 **Section 15. Waiver of Access to Materials.** Bargaining unit faculty members may choose to
18 waive in advance in writing their access to see any or all of the evaluative materials. Such
19 waivers, however, shall not preclude the use of redacted versions of these documents in a denial
20 review process. The redacted versions are intended to protect the identity of the reviewer. If
21 redactions are insufficient to do so, the University may prepare a suitable summary. A waiver
22 will be included in the promotion file.
23

24 **Section 16. Notice of Meetings.** A bargaining unit faculty member will receive at least three
25 business days' notice of any meeting or hearing which the member is invited or required to
26 attend, with a dean, vice provost, or the Office of the Provost regarding recommendations or
27 decisions on promotion. The bargaining unit faculty member may have a colleague or Union
28 representative present at the meeting as an observer.
29

30 **Section 17. Evaluation file.** The promotion review file should generally include the following
31 information:
32

- 33 ● Statement of duties and responsibilities
- 34 ● Curriculum vitae
- 35 ● Conditions of appointment
- 36 ● Criteria for promotion
- 37 ● Personal statement
- 38 ● Supervisors' letters of evaluation
- 39 ● Professional activities portfolio (if applicable)
- 40 ● Teaching portfolio (if applicable)
- 41 ● Scholarship portfolio (if applicable)
- 42 ● Service portfolio (if applicable)
- 43 ● Professional development statement (if applicable)
- 44 ● Internal and/or external reviews (if applicable)
- 45 ● Department or unit committee recommendation
- 46 ● 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 18. 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, vice provost, dean or director for review.

Section 19. Review by Vice President, Vice Provost, Dean or Director. The vice president, vice provost, 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, vice provost, Provost, dean, or director deems the file complete, they will prepare a separate memorandum and recommendation.

The vice president, vice provost, Provost, dean, or director will share their memorandum and recommendation with the candidate and notify the candidate that they may provide responsive material for the file within 10 days from the date of receipt of the memorandum; this response shall be included in the evaluation file. If the assessment of the dean or vice provost above differs from that of the department or unit head or the school- or college-level personnel committee, they will provide an explanation of the reasons underlying their judgment. The vice president, vice provost, dean, or director then will submit the complete evaluation file to the Office of the Provost.

Section 20. Review by the Office of the Provost. By June 1, the Office of the Provost will review the file and decide whether to grant or deny promotion. The candidate will be notified of the decision in writing. If the Office of the Provost decides the review is unsuccessful, the decision letter will contain an explanation of the reasons underlying their decision.

Section 21. 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.

Career Research Promotion Reviews

Section 22. Eligibility for Promotion. Career research faculty may elect to initiate the promotion process when eligible to do so. Career faculty members will be eligible for promotion after accumulating six years of employment as a Career faculty member less any credit for prior service granted (Section 8) at or above an average of 0.5 annualized FTE over six years. The six years of employment do not have to be consecutive.

Career research faculty members who have achieved promotion must wait at least six years

1 before initiating the promotion process again, regardless of the number of accumulated years of
2 employment.

3
4 **Section 23. Review Period and Election of Criteria.** The promotion review period for a Career
5 research bargaining unit faculty member will be the time in their current classification and rank.

6
7 The bargaining unit faculty member will be reviewed for promotion relative to the criteria in
8 effect when the review period began. If the criteria have changed since their hire or previous
9 review, the faculty member must choose either the earlier or current set of criteria.

10
11 **Section 24. Initiating the Promotion Process for Career Research Faculty.** Candidates
12 wishing to be considered for promotion should notify the appropriate department or unit head in
13 the Spring term prior to the year when promotion is sought, and must provide the following:

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15 ● **Curriculum vitae or resume:** A comprehensive and current curriculum vitae or resume
16 that includes the bargaining unit faculty member's current research, scholarly and
17 creative activities and accomplishments, including publications, appointments,
18 presentations, and similar activities and accomplishments.
- 19
20 ● **Personal statement:** A 2-6 page personal statement developed by the bargaining unit
21 faculty member evaluating their performance measured against the applicable criteria for
22 promotion. The personal statement should expressly address their impact and
23 contribution to research excellence relative to their job duties. This statement should also
24 include discussion of contributions to diversity, equity, and inclusion.
- 25
26 ● **Scholarship portfolio (if applicable):** A comprehensive portfolio of scholarship,
27 research, and creative activity; and appropriate evidence of national or international
28 recognition or impact.
- 29
30 ● **Service portfolio (if applicable):** Evidence of the bargaining unit faculty member's
31 service contributions to their academic department, center or institute, school or college,
32 university, profession, and the community, such as op ed pieces, white papers authored or
33 co-authored by the faculty member, commendations, awards, or letters of appreciation.
34 The portfolio may also include a short narrative elaborating on the faculty member's
35 unique service experiences or obligations.
- 36
37 ● **Professional activities portfolio (if applicable):** A comprehensive portfolio of
38 professional or consulting activities related to their discipline.
- 39
40 ● **List of reviewers (if applicable):** A list of qualified internal and/or external reviewers
41 provided by the bargaining unit faculty member. Normally, external reviews are not
42 expected for those in the research assistant ranks.

43
44 **Section 25. Waiver of Access to Materials.** Bargaining unit faculty members may choose to
45 waive in advance in writing their access to see any or all of the evaluative materials. Such
46 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 26. Notice of Meetings. A bargaining unit faculty member will receive at least three business days' notice of any meeting or hearing which the member is invited or required to attend, with a dean, vice provost, or the Office of the Provost 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 27. 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 28. 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, vice provost, 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 29. Review by Vice President, Vice Provost, 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.

If the vice president, vice provost, dean, or director's assessment differs from that of the department or unit committee or the department or unit head, the memorandum and recommendation will provide an explanation of the reasons underlying their judgment.

The vice president, vice provost, dean, or director will share their memorandum and recommendation with the candidate and notify the candidate that they may provide responsive

1 material for the file within 10 days from the date of receipt of the memorandum. This response
2 shall be included in the evaluation file. The vice president, vice provost, dean, or director then
3 will submit the complete evaluation file to the Office of the Provost.
4

5 **Section 30. Review by the Office of the Provost.** By June 1, the Office of the Provost will
6 review the file, with appropriate input, and decide whether to grant or deny promotion. The
7 candidate will be notified of the decision in writing. If the Provost decides the review is
8 unsuccessful, the decision letter will contain an explanation of the reasons underlying their
9 decision.
10

11 **Section 31. Assumption of New Rank.** Successful candidates for promotion will assume their
12 new rank beginning with the fiscal year following notification of their promotion, or other date
13 as approved, by the Office of the Provost, whichever comes first.
14
15

16 **Career Continuous Employment Reviews**

17

18 **Section 32. Purpose.** The primary function of Career Continuous Employment Reviews is to
19 foster continued professional growth and reward excellence. Career Continuous Employment
20 Reviews are optional.
21

22 **Section 33. Eligibility.** To be eligible for a Career Continuous Employment Review, a
23 bargaining member must satisfy the following:

- 24 a. Must have a Career appointment in a single-rank category or at the highest rank in their
25 category; and,
- 26 b. Must have an annualized 0.5 FTE or greater; and,
- 27 c. Must have accumulated six years of service at 0.5 FTE or greater, as measured from their
28 appointment in the single-rank category, since achieving promotion to the highest rank in
29 their category, or since their most recent Career Continuous Employment Review.
30

31 **Section 34. Process.** To initiate the Career Continuous Employment Review, the eligible
32 bargaining unit faculty member must notify their department or unit head consistent with Section
33 14 or 24, as appropriate. Continuous employment reviews for Career faculty will generally
34 mirror the scope and process for Career instructional or Career research promotion reviews to the
35 highest rank. If the final 'Review by the Office of the Provost' (Section 20 or 30 equivalent) in a
36 Continuous Employment Review determines that the bargaining unit faculty member's
37 performance in all categories meets or exceeds expectations, the bargaining unit faculty member
38 will receive an increase to their base salary per Article 26.

ARTICLE 20. TENURE REVIEW AND PROMOTION

Section 1. This Article applies only to bargaining unit faculty members in the Tenure-Track and Tenured classification. 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. Standards and Guidelines. 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. All department or unit review guidelines shall be established and revised by the processes set out in Article 4.

Reviews

Section 3. 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) third-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 reviews for tenured faculty in their sixth year following a tenure and/or promotion decision or following a previous sixth-year review.

General Review Provisions

Section 4. Accelerated Review. An accelerated tenure review may occur in particularly meritorious cases as determined by the Office of the Provost in consultation with the appropriate dean, department, or unit head, and the bargaining unit faculty member.

Section 5. 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 or tenure. The bargaining unit faculty member may have a colleague or Union representative present at the meeting as an observer.

Section 6. Waiver of Access to Materials. Bargaining unit members have the right whether to waive in advance in writing their access to see any or all of the evaluative materials (see Article 8, Personnel Files). The choice by the bargaining unit faculty member to waive or not waive access to evaluative materials shall not be considered during the evaluation process. Such waivers, however, shall not preclude the use of redacted versions of these documents in an appeal process (Article 21). The redacted versions are intended to protect the identity of

reviewers, who are informed about the faculty member's waiver choice.

Section 7. Stopping of the "Tenure, Promotion, and Review Clock." The "tenure, promotion, and review clock" shall be stopped in the following circumstances, unless the bargaining unit faculty member specifies otherwise:

- a. for one year upon the birth or adoption of a child;
- b. due to a leave of absence or intermittent leave as a result of an ADA or FMLA qualifying event.

The review clock may also be stopped in other extraordinary circumstances, including up to two years for approved leaves of absence without pay lasting two or more terms during each year of the approved leave, as approved by the Office of the Provost.

If the faculty member opts to restore the period when the clock was stopped, they may apply for review at the time they would have become eligible without the stopping of the clock. Leaves not resulting in a clock stoppage will be considered as a part of review periods. This Section applies to mid-term, tenure, and promotion reviews, as well as third-year and sixth-year post-tenure reviews.

Section 8. Relevant Information: Only significant information relevant to the review shall be included in a review file. Relevant information is information that relates to the review criteria as defined in this Agreement. Relevant information may include disciplinary action taken against the bargaining unit faculty member, if the underlying acts relate to or affect the faculty member's ability to meet the review criteria. Information not relevant to the review or information that contains allegations that have not been fully reviewed by the appropriate office (research misconduct, office of investigations and civil rights compliance, employee and labor relations, etc.) shall not be included in the file initially, although allegations that relate to relevant information may be included if they are sustained after an appropriate review.

Pre Tenure Reviews

Section 9. Annual Pre-Tenure 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 10. Purpose, Outcomes and Appeals. Mid-term reviews shall be an assessment of the bargaining unit faculty member's progress toward tenure and should assist the faculty member's development. The outcome of a mid-term review shall be (1) a contract until the end of the faculty member's tenure and promotion review year; (2) a one- or two-year contract specifying an additional mid-term review; or (3) a one-year, terminal contract. Only a review decision

1 resulting in a terminal contract may be appealed through the process specified in Article 21. If a
2 two-year contract is issued under (2) and the subsequent mid-term review is not successful, the
3 bargaining unit faculty member's employment will end with the expiration of the contract.
4

5 **Section 11. Timing.** Each tenure-track bargaining unit faculty member who has not received
6 tenure will have a mid-term review approximately half way between appointment and eligibility
7 for tenure. The timing of this review generally will be established at the time of appointment, in
8 that this review will usually take place during the last year of the bargaining unit faculty
9 member's initial contract. A successful review is one prerequisite for contract renewal.
10

11 **Section 12. Mid-Term Review Period.** The review will include all research, teaching, and
12 service accomplished since the beginning of the faculty member's employment in the current
13 position in addition to other materials specified by the faculty member's hiring agreement
14 (Article 16). Leaves are considered consistent with Section 7.
15

16 **Section 13. Initiating the Mid-Term Review.** To initiate the mid-term review process, the
17 department or unit head or designee will contact the bargaining unit faculty member during the
18 fall term of the year in which the review will take place and request the following:
19

- 20 a. **Election of Criteria:** The bargaining unit faculty member will be reviewed relative to the
21 criteria in effect when their employment began. If the criteria have changed since the
22 beginning of employment, the faculty member must choose either the earlier or current
23 set of criteria.
24
- 25 b. **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the
26 faculty member's current research, scholarly and creative activities and accomplishments,
27 including publications, appointments, presentations, and similar activities.
28
- 29 c. **Scholarship portfolio:** A comprehensive portfolio of scholarship, research, and creative
30 activity during the review period; and appropriate evidence of national or international
31 recognition or impact.
32
- 33 d. **Personal statement:** A 3-6 page personal statement developed by the bargaining unit
34 faculty member evaluating their performance measured against the applicable criteria for
35 tenure and promotion. The personal statement should expressly address the subjects of
36 teaching; scholarship, research, and creative activity; service contributions to the
37 academic department, center or institute, school or college, university, profession, and the
38 community; and contributions to diversity, equity, and inclusion.
39
- 40 e. **Teaching portfolio:** Representative examples of course syllabi or equivalent descriptions
41 of course content and instructional expectations for courses taught by the bargaining unit
42 faculty member, examples of class assignments and exams, information from student
43 experience surveys, which will be considered in light of the response rate, and similar
44 material.
45
- 46 f. **Service portfolio:** As available, evidence of the bargaining unit faculty member's service
47 contributions to their academic department, center or institute, school or college,

1 university, profession, and the community. Such evidence could include white papers
2 authored or co-authored by the faculty member, commendations, awards, op-ed pieces,
3 and/or letters of appreciation. The portfolio may also include a short statement on the
4 faculty member's unique service experiences or obligations.
5

6 **Section 14. Department or Unit Head's Role.** The department or unit head will obtain and
7 place in the evaluation file copies of summary reports from the student evaluation process,
8 including Student Experience Surveys. The file must also include recent peer evaluations of the
9 bargaining unit faculty member's teaching that is aligned with the university-wide teaching
10 standards established by the University Senate. Once the department or unit head has obtained all
11 of the appropriate documents and information, they will establish a committee of tenured faculty
12 and provide the committee with access to the documents and information. The department or unit
13 head will then:
14

- 15 a. Obtain a report from the faculty committee including an assessment of the bargaining
16 unit faculty member's progress toward tenure and promotion; and
17
- 18 b. Prepare their own independent evaluation of the bargaining unit member's progress
19 toward tenure and promotion; and
20
- 21 c. Provide the department or unit head's written report to the bargaining unit faculty
22 member and allow the faculty member 10 days from the date of the receipt of the report
23 to provide responsive material or information, which shall be included in the evaluation
24 file; and
25
- 26 d. Submit the evaluation file to the appropriate dean.
27

28 If a department or unit has or develops a policy or practice of providing the report of the faculty
29 committee to the bargaining unit faculty member, the department or unit head shall do so.
30

31 **Section 15. Dean's Role.** The dean will review the file and may consult with appropriate persons
32 and may obtain and document additional relevant information. Once the dean deems the file
33 complete, they will prepare a separate report and recommendation. The dean will share their
34 written report and recommendation with the bargaining unit faculty member and allow the
35 faculty member 10 days from the date of receipt of the report to provide responsive material or
36 information, which shall be included in the evaluation file. The dean then will submit a summary
37 report including dean's recommendation, department head's recommendation, faculty committee
38 report, and faculty member's curriculum vitae, statement, and responsive material or information
39 to the Provost or designee.
40

41 **Section 16. Provost's Role.** The Provost or designee will consider the cumulative
42 recommendations received from department faculty, the department or unit head, and the dean,
43 and then will decide the terms and duration of any subsequent appointment of the bargaining unit
44 faculty member. Upon Provost review, the summary report will be placed in the faculty
45 member's departmental or college personnel file and a decision conveyed in writing to the
46 faculty member no later than June 1.
47

Tenure Review Process

Section 17. 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. Leaves are considered consistent with Section 7.

Section 18. Tenure Review period. The tenure review will include all research, teaching, and service accomplished since the beginning of the faculty member's employment in the current position in addition to other materials specified by the faculty member's hiring agreement (Article 16). Leaves of absence not resulting in a clock stoppage will be considered as part of the review period.

Section 19. Initiating the Tenure Review Process. To initiate the tenure review process, the department or unit head will contact the bargaining unit faculty member no later than winter term of the year preceding the year in which a tenure decision is required and request the following:

- a. **Election of Criteria:** The bargaining unit faculty member will be reviewed relative to the criteria in effect during their last mid-term review. If the criteria have changed since the last mid-term review, the faculty member must choose either the earlier or current set of criteria.
- b. **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. This document should clearly differentiate between accomplishments that occurred during the review period and those that did not.
- c. **Scholarship portfolio:** A comprehensive portfolio of scholarship, research and creative activity during the review period; and appropriate evidence of national or international recognition or impact.
- d. **Personal statement:** A 3-6 page personal statement developed by the bargaining unit faculty member evaluating their 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; service contributions to the academic department, center or institute, school or college, university, profession, and the community; and contributions to diversity, equity, and inclusion.
- e. **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 class assignments and exams, information from student experience surveys, which will be considered in light of the response rate, and similar material.

- 1
- 2 f. **Service portfolio:** As available, evidence of the bargaining unit faculty member's service
- 3 contributions to their academic department, center or institute, school or college,
- 4 university, profession, and the community. Such evidence could include white papers
- 5 authored or co-authored by the faculty member, commendations, awards, op-ed pieces,
- 6 and/or letters of appreciation. The portfolio may also include a short narrative elaborating
- 7 on the faculty member's unique service experiences or obligations.
- 8
- 9 g. **External reviewers:** A list of qualified outside reviewers provided by the bargaining unit
- 10 faculty member.
- 11

12 All material in this Section, along with the following items, will be included in the Tenure

13 Review File:

14

- 15 h. **Additional Information.** Faculty members and/or the University may submit relevant
- 16 information during a review from the date information is initially submitted to their
- 17 department head through the date the Provost issues the final decision. Late submissions
- 18 of information may result in additional questions to the faculty member or to reviewers at
- 19 the previous levels. Additional information may include work completed during the
- 20 review year, if such information or material is included, it may not be included in the
- 21 review period of subsequent reviews. If detrimental information is added to their file, the
- 22 bargaining unit faculty member will be notified and may add a response or request the
- 23 file go back to their department or unit faculty personnel committee for review, which
- 24 may result in a decision delay. The additional faculty personnel committee report must be
- 25 submitted along with the new information for inclusion in the Tenure Review File.
- 26
- 27 i. **Mid-Term Review(s).** The dean's summary report and the Provost's final decision from
- 28 any mid-term reviews conducted will be included.
- 29

30 **Section 20. Schedule for Review of Tenure and Promotion Files.** The Office of the Provost

31 will establish a schedule for the compilation and review of tenure and promotion files. If the

32 bargaining unit faculty member fails to comply with the timeline established by the Provost for

33 submission of materials, the department or unit head will notify the faculty member of the

34 missed deadline by university email and the primary phone on record in the Banner system. If

35 the faculty member does not respond within 14 days, tenure may be denied. If the faculty

36 member responds within 14 days, the department or unit head will establish a new deadline for

37 submission of all materials.

38

39 The new deadline must allow the University adequate time to complete the tenure review process

40 by June 1. If the faculty member misses the new deadline, tenure will be denied.

41

42 **Section 21. External reviews.** The department or unit head will prepare a list of qualified

43 external reviewers, with input from the department or unit faculty eligible to vote on a tenure and

44 promotion case. The department or unit head will select a majority of the external reviewers from

45 this independently prepared list, but the department or unit head's primary responsibility is to

46 obtain the best judgments from the most highly qualified experts in the appropriate areas. Most,

47 if not all, of the external reviewers should be at the rank for which the candidate is being

1 considered or above (i.e., associate professor or professor for tenure and promotion to associate
2 professor; professor for promotion to professor). Reviewers generally should come from
3 comparable AAU and research intensive institutions or programs. The suggestions regarding
4 affiliations apply to the majority of external reviewers and are not strict prohibitions. A
5 minimum of five substantive external evaluations is required for a tenure case to move forward.
6

7 The department or unit head will recruit external reviewers from the list prepared by the
8 department or unit head and the separate list provided by the bargaining unit faculty member. An
9 absolute majority of external reviews included in the file must be provided by reviewers selected
10 by the department or unit and not included on the list of reviewers provided by the faculty
11 member under review. If there is overlap between the independently-prepared lists, the external
12 reviewer counts as a unit selection. The department or unit head will provide each external
13 reviewer with the candidate's signed and dated curriculum vitae, signed and dated personal
14 statement, the candidate's scholarship portfolio, and the department's or unit's written criteria for
15 promotion and tenure. External reviewers may not be asked to evaluate the candidate against the
16 standards of their own institution.
17

18 **Section 22. Faculty Review.** The eligible faculty in the candidate's department or unit, or a
19 personnel committee comprised of a subset of the eligible faculty (if the department's or unit's
20 internal policy specifies the creation of such a committee), will review the file and the external
21 reviews, prepare a report, and vote. In cases where there are too few eligible faculty members to
22 form a personnel committee within the candidate's department or unit, the department or unit
23 head will work with the appropriate dean to establish a committee including appropriate faculty
24 members from outside the department. A final vote will be conducted by signed ballot, and the
25 ballots will remain confidential to the extent permitted by law. A de-identified vote tally,
26 however, will be provided to the faculty member by the department or unit head.
27

28 **Section 23. Review by Department or Unit Head, College or School Personnel Committee,
29 and Dean.** The department or unit head will prepare an independent report and recommendation,
30 and then forward the entire file to the appropriate dean. The file then will be reviewed by a
31 school- or college-level personnel committee appointed by a process determined by the dean.
32 The committee will prepare an independent report and vote, and will forward the entire file to the
33 dean. This step may be bypassed in schools or colleges whose deans choose not to convene a
34 personnel committee. The dean will then prepare an independent report and recommendation,
35 and then meet with the candidate to discuss the case, review the recommendations made by the
36 department committee, department or unit head, and the school or college-level personnel
37 committee (if applicable), and the dean's own recommendation. The candidate will be provided
38 with a copy of the dean's report that has been redacted in accordance with the waiver status to
39 protect personally identifiable information. The candidate may provide responsive material for
40 the file within 10 days of the meeting with the dean or the receipt of the redacted report,
41 whichever is later. The dean will then forward the entire file to the Office of the Provost.
42

43 **Section 24. Provost's Review of File.** The Provost or designee will review the promotion and
44 tenure file for completeness and general presentation, and may request additional information
45 from the dean. The file forwarded to the Provost or designee should include the contents listed in
46 Appendix 3: Tenure Review File Checklist.
47

Section 25. 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 (FPC). The committee will review the file, request additional information from the Office of the Provost, or previous levels of review, if necessary, and then discuss and record a vote to recommend that tenure and promotion is either granted or denied. The committee will prepare a written summary of its discussion, which will include the outcome of the vote.

Section 26. 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 appointment. The letter will be placed in the candidate's personnel file. The foregoing does not preclude a subsequent written agreement between the Provost or designee and the candidate adjusting the FTE of the appointment, so long as the appointment is at least .50 FTE.

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

Section 27. Withdrawal of Application. A bargaining unit faculty member may withdraw an application for tenure in writing to the Provost and the dean at any time before the Provost's decision. Upon withdrawal, a bargaining unit faculty member will receive a notice of appointment which expires at the end of the academic or fiscal year following the one in which the application for tenure was submitted.

Promotion to Full Professor Review

Section 28. Promotion from Associate Professor to Professor. The process and timelines for review and evaluation for promotion from associate professor to professor are the same as those for promotion to associate professor and tenure, except:

- a. There is no requirement to initiate the promotion process to professor.
- b. Bargaining unit faculty members with tenure who are denied promotion from associate professor to professor will remain employed at the associate professor rank.
- c. If the review criteria have changed during the six years prior to the review, the faculty member may elect either the earlier or current set of criteria.
- d. The results of post-tenure reviews during the review period will be included in the promotion file.
- e. The review period for promotion reviews shall include all work accomplished since being awarded tenure.

Post-Tenure Reviews

Section 29. Tenured bargaining unit faculty members at the rank of associate professor will have a third-year review in the third year following promotion and every three years thereafter until promotion to full professor. Tenured associate professors will not be required to complete a third-year review in a year when they are seeking a promotion to full professor. Following promotion, full professors will have alternating third-year reviews and major sixth-year post-tenure reviews. The primary function of post-tenure reviews are to foster continued faculty professional growth and are not a process to reevaluate the award of tenure. If a review is not successful, then a development plan may be established (Section 37). The post-tenure review process may not be used to shift the university's burden of proof in a proceeding to terminate a tenured faculty member for cause.

Section 30. Third-Year Reviews. Third-year reviews will be informal reviews unless a department head and dean agree, or the Office of the Provost determines, that a formal review is necessary for the faculty member to meet expectations for a subsequent major review.

- a. **Informal Third-Year Reviews.** The informal third-year review is conducted by the appropriate department or unit head with the bargaining unit faculty member. Informal review materials will typically consist of a curriculum vitae, personal statement, materials for the evaluation of teaching, and a sabbatical report (Section 33). As a result of the review, the department or unit head will prepare a statement and share it with the Dean and Office of the Provost for approval. The statement will then be shared with the bargaining unit faculty member, who may provide a written response within 30 days of receiving the statement. The statement and any response will be placed in the bargaining unit faculty member's personnel file. If the department or unit head and dean agree, or the Office of the Provost determines, that a formal review is necessary to meet expectations on a subsequent major review, they will initiate the Formal Review process below.
- b. **Formal Third-Year Reviews.** The department or unit head will convene a faculty personnel committee (if one does not already exist in the department or unit) that will review a faculty member's work in relation to the unit-level post-tenure review criteria, or the criteria in Section 38. The tenured department faculty with the same or higher rank will vote to endorse the committee's report and recommendation. The department or unit head will write a separate report in light of the materials gathered and the faculty committee's report and faculty vote. The department or unit head will meet with the faculty member and will provide a redacted copy of the head's report. The faculty member will have 10 days from the date of the receipt of the report to provide responsive material or information, which shall be included in the evaluation file. These will be reviewed by the dean and the Office of the Provost. If the result of the review is to recommend that a development plan is required and the Office of the Provost agrees, then the head and faculty member will develop one to be approved by the Office of the Provost (Section 37).

Section 31. Sixth-Year Review. Only full professors will have sixth-year post-tenure

1 reviews. Tenured bargaining unit faculty members will have a review in the sixth year following
2 promotion to full professor or after a sixth-year post-tenure review.

3
4 **Section 32. Sixth-Year Review Period.** The review period will include all work accomplished
5 during the previous six years, taking into account any leaves and resulting clock stoppages
6 (Section 7).

7
8 **Section 33. Initiating the Sixth-Year Review.** To initiate the review process, the department or
9 unit head or designee will contact the bargaining unit faculty member during the fall term of the
10 year in which the review will take place and request the following:■

- 11
12 a. **Criteria:** Criteria for sixth-year post-tenure reviews will be as specified in Section 38
13 below unless the department or unit has approved post-tenure review criteria. If the
14 review criteria have changed during the six years prior to the review, the faculty member
15 may elect either the earlier or current set of criteria.
16
17 b. **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the
18 faculty member's current research, scholarly, and creative activities and
19 accomplishments, including publications, appointments, presentations and similar
20 activities. This document should clearly differentiate between accomplishments that
21 occurred during the review period and those that did not.
22
23 c. **Personal statement:** A 3-6 page personal statement developed by the bargaining unit
24 faculty member evaluating their performance measured against the applicable criteria for
25 post-tenure review. The personal statement should expressly address the subjects of
26 teaching; scholarship, research, and creative activity; service contributions to the
27 academic department, center or institute, school or college, university, profession, and the
28 community; and contributions to diversity, equity and inclusion.
29
30 d. **Sabbatical report:** A report of the accomplishments and benefits resulting from
31 sabbatical, if applicable.
32

33 **Section 34. Department or Unit Head's Role.** The department or unit head or designee will
34 obtain and place in the evaluation file copies of summary reports drawn, as appropriate, from the
35 system of student evaluation of teaching evaluation that was in effect prior to Fall 2019 and the
36 Student Experience Surveys that were effective as of Fall 2019. The file must also include a
37 recent peer evaluation of the bargaining unit faculty member's teaching. Peer teaching reviews
38 should be aligned with the university-wide teaching standards as established by the University
39 Senate.
40

41 Once the department or unit head has obtained all of the appropriate documents and information,
42 they will establish a committee of full professors and provide the committee with access to the
43 documents and information. The faculty committee will prepare a report and a recommendation
44 regarding the outcome of the review. The report and recommendation will be reviewed by the
45 committee who will vote on the recommendation. The department or unit head or designee will
46 then:
47

1. Obtain a report from the faculty committee including an assessment of the bargaining unit faculty member's performance, a recommendation regarding the outcome of the review, and the results of the faculty vote; and
2. Prepare their own independent evaluation of the bargaining unit faculty member's performance; and
3. Provide the department or unit head's report to the bargaining unit faculty member and allow them 10 days from the date of the receipt of the report to provide responsive material or information, which shall be included in the evaluation file; and
4. Submit the evaluation file to the appropriate dean.

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

Section 35. Dean's Role. The dean will review the file and may consult with appropriate persons and may obtain and document additional relevant information. Once the dean deems the file complete, they will prepare a separate report and independent recommendation. The dean will share their written report and recommendation with the bargaining unit faculty member, redacted as appropriate, and allow them 10 days from the date of receipt of the report to provide responsive material and information, which shall be included in the evaluation file. The dean will then submit the complete evaluation file to the Office of the Provost.

Section 36. Provost's Role. The Provost or designee will consider the cumulative evaluations received from the faculty committee, the department or unit head, and the dean.

If the Provost or designee concludes that the bargaining unit faculty member's performance meets or exceeds expectations in all areas of a sixth-year review, the bargaining unit faculty member will receive an increase in their base salary per Article 26.

Section 37. Development Plans. If the Provost concludes that the bargaining unit faculty member's performance does not meet expectations in one or more areas, the dean and the department or unit head shall consult with the bargaining unit faculty member and shall recommend to the Provost a development plan for demonstrable improvement in the area(s) at issue. The goal of the plan is to put the faculty member on track to meet expectations in that area or areas at their subsequent review. The development plan should be implemented no later than the first term of the academic year following the review. Development plans may require adjustment of professional responsibilities (e.g., reduced service or teaching in order to support more research) and must specify a follow-up review timeline.

If a faculty member has a development plan, the criteria in the area(s) specified in the development plan will be in effect for those areas of the subsequent review. If the faculty member does not meet expectations in the specified area(s), the Provost may reduce the faculty member's FTE associated with the specified area(s) or may establish a new development plan or both. If the faculty member's FTE is adjusted, future reviews will reflect the adjustment of duties.

Section 38. Post-Tenure Review Criteria. Review criteria for third- and sixth-year post-tenure review are as follows, unless a department or unit has an approved unit-level policy establishing their own post-tenure review criteria through the process specified in Article 4.

In cases where a tenured faculty member has a workload other than the standard tenure-track workload in the department or unit (e.g., with larger teaching and smaller research FTE, or vice versa) or is working under a development plan, the standard for meeting expectations in a third- or sixth-year review will be established by these alternate arrangements and informed by the unit-level policy and the guidelines below.

1. **Teaching:** Teaching standards as established by the University Senate.
2. **Research, scholarship, creative, and artistic achievement:** In general, research, scholarship, and creative achievement is demonstrated in the following categories. Each category applies in a given case only if that category is specified in the unit promotion and tenure policy. The standards of evaluation, unless otherwise specified by the unit policy, will be the standards established for promotion to full professor. Some categories to be considered include:
 - a. publications and/or creative activities of significance and;
 - b. externally funded research;
 - c. patents, intellectual property developed; technologies licensed, companies spun-off;
 - d. adoptions of research innovations by other researchers, organizations, or the public;
 - e. research awards and prizes;
 - f. membership in the national academies or other selective research societies;
 - g. research in progress and substantially planned work (including grant proposals);
 - h. translational research or scholarship that influences public policy or contributes to societal benefits;
 - i. participation in conferences, conventions, seminars, and professional meetings;
 - j. professional peer review, holding office in academic and professional organizations, serving on committees and/or on editorial boards;
 - k. association with organizations and groups that will result in professional improvement of the faculty member and bring recognition to the university;
 - l. research or professional consultation for federal agencies, foundations, or other research sponsors;
 - m. recognized evidence of scholarly and professional visibility, such as special awards, scholarly citations, and the republication of work;
 - n. scope and depth of scholarship as revealed in public lectures, book reviews, and, in special circumstances, discussions;
 - o. works of art, such as painting, sculpture, design, planning, musical composition, poetry, fiction, drama, dance, photography, and film disseminated or exhibited in recognized venues of quality and distinction;
 - p. public performances: musical recitals, concerts, conducting, theater performance and production, dance performance and production, radio or television production disseminated/exhibited in recognized venues of quality and distinction;

- 1 q. public recognition: exhibitions, commissions, acceptance of work for permanent
2 collections, awards.
3
- 4 3. **Service:** Consistent with promotion to full professor as specified in the collective
5 bargaining agreement, senior faculty are expected to engage in significant service
6 demonstrating leadership and commitment both within and outside the candidate's
7 department or unit. Service must include some of the following:
8 a. leadership in academic and administrative roles:
9 i. academic program area or departmental administration and curriculum;
10 ii. personnel and policy committees or activities;
11 iii. college or school administration and committees or activities;
12 iv. university or state system administration and committees or activities.
13 b. service and activities on behalf of the larger community (local, state, national, and
14 international governmental bodies, NGOs, etc.);
15 c. academic contributions to community activities, either as an individual or as a
16 representative of the university;
17 d. service to professional and disciplinary organizations;
18 e. academic service on behalf of the public interest.
19
- 20 4. Contributions in teaching, research, and service that demonstrably promote diversity,
21 equity, and inclusion.

ARTICLE 21. REVIEW DECISION APPEALS

Preamble. Days means calendar days, unless otherwise specified (Article 46).

Section 1. Scope of Article. This Article provides the only process through which a bargaining unit faculty member may appeal a denial of promotion in rank, denial of tenure, or a decision to place a tenure-track faculty member on a terminal contract following a mid-term review. No other grievance or appeal process shall apply to such appeals, except for alleged prohibited discrimination or procedural violations, which shall be governed by Articles 22 and 23 of this Agreement. Decisions related to development plans, salary increases, and performance reviews are not subject to review under this Article. Only the affected bargaining unit faculty member may initiate an appeal under this Article.

Section 2. Grounds for Appeal. A reviewable decision of the Provost may be appealed only on the following grounds: (1) whether the Provost was presented with errors of fact that materially affected their 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 Office of the Provost will jointly be responsible for providing all bargaining unit faculty members who have received a reviewable decision under Section 1 with information about the appeals process. Bargaining unit faculty members shall be notified of their right to seek counsel from the Union in the written reviewable decision notice. Upon a bargaining unit faculty member's request, the Union shall provide a representative to provide appropriate guidance through the appeal process. The faculty member may have a union representative present at formal hearings; however, the union representative cannot speak for the bargaining unit faculty member. The union representative may, however, ask clarifying questions.

Section 4. Review File Access. The bargaining unit faculty member may review, at any time in the appeals process, that portion of the review file which is open and a copy of the closed portion, which will be redacted in accordance with the waiver status to protect personally identifiable information.

Requests for access to the review file must be submitted by the bargaining unit faculty member in writing to the Office of the Provost, which will provide the file to the bargaining unit faculty member for review as soon as possible, but no later than five business days after the receipt of the request. If, for any reason, the Office of the Provost provides the file to the bargaining unit faculty member later than five business 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.

Section 5. Tenure Track Review Appeals Committee (TTRAC). The purpose of the TTRAC is to consider appeals under this Article. The TTRAC is a standing committee consisting of three full professors who have served at least one term on a college-level tenure and promotion review committee, as a member of the University Faculty Personnel Committee, as a department or unit head, or equivalent experience as determined by the Office of the Provost.

- 1
- 2 a. **Scope of Review.** The TTRAC's review is focused on the procedural elements of the
- 3 review decision relevant to the grounds for appeal. The TTRAC is not charged with re-
- 4 reviewing the case or evaluating any of the academic judgments made during the original
- 5 review of the case.
- 6
- 7 b. **Membership.** The three standing members and four alternates will be mutually agreed to
- 8 by the parties. Alternate members will fill in vacancies created by peremptory challenges
- 9 and recusals. When committee members are required to carry out their service during the
- 10 summer months they will receive a stipend of \$1,000 (unless they are on a 12-month
- 11 appointment). The parties will work together to ensure that the committee has full
- 12 membership and the Office of the Provost will provide staff support for the committee's
- 13 operation.
- 14
- 15 c. **Investigatory Role.** In its investigatory role, the TTRAC has the sole discretion to
- 16 request additional documents and call witnesses, though the bargaining unit member may
- 17 inform the TTRAC of individuals who may have relevant information. No oral testimony
- 18 by witnesses will be allowed at the hearing unless called for by the TTRAC as part of its
- 19 investigatory role.
- 20
- 21 d. **Deliberations.** The deliberations of the committee shall be closed to all, including the
- 22 bargaining unit faculty member and the Provost or designee, except for the staff to the
- 23 TTRAC. Should the TTRAC need procedural advice from the Office of General Counsel,
- 24 the University's Office of General Counsel can be called into the deliberations of the
- 25 committee by the TTRAC.
- 26

27 Section 6. Appeals Process

28

- 29 ● **Step 1. Initiating an Appeal.** A bargaining unit faculty member may initiate an appeal of
- 30 a reviewable decision by providing a written statement of appeal to the Provost within 30
- 31 days of the review decision being sent to the faculty member's official @uoregon.edu
- 32 email address. To be considered, the appeal statement must be signed and dated and must
- 33 include the following:
- 34 a. the ground(s) from Section 2 for appeal being alleged;
- 35 b. all arguments and supporting evidence the bargaining unit faculty member wishes
- 36 to be considered;
- 37 c. proposed resolution;
- 38 d. designation of a union representative (if desired);
- 39 e. and whether a formal or informal process is requested. The bargaining unit faculty
- 40 member may elect to have the appeal considered either informally or formally,
- 41 but not both. In selecting the informal process, the bargaining unit member waives
- 42 the right to a formal hearing. In selecting the formal process, the bargaining unit
- 43 member waives the right to use the informal process.
- 44
- 45 ● **Step 2. Provost's Response to Appeal.** Within 30 calendar days of the receipt of the
- 46 appeal, the Provost or designee shall prepare a written response and forward the appeal,
- 47 together with their response, to the Chair of TTRAC and the bargaining unit faculty

1 member. The Provost may also choose to change the initial decision.

- 2
- 3 ● **Step 3. Amendments to the Appeal.** A bargaining unit faculty member may amend their
4 appeal arguments within 30 days of receiving the Provost response. Though it is expected
5 that all information relevant to the appeal is included in the initial appeal packet, newly
6 discovered materials or materials otherwise unavailable to the bargaining unit faculty
7 member may be submitted to the TTRAC and the Provost or designee at least five
8 calendar days prior to the hearing or informal review meeting. A bargaining unit faculty
9 member may also choose to withdraw their appeal, accepting the decision of the Provost.

- 10
- 11 ● **Step 4. Peremptory Challenge and Recusal.** The bargaining unit faculty member may
12 make a peremptory challenge of one member of the TTRAC. Standing committee
13 members may also need to recuse themselves. Vacancies will be filled by members on
14 the alternate list, with final committee composition being mutually agreed upon by the
15 Union and the University.

- 16
- 17 ● **Step 5. TTRAC Review.** TTRAC considerations will be either informal or formal.

- 18
- 19 a. **Informal Written Materials Review:** The TTRAC will consider the appeal
20 solely on the basis of the written materials, consisting of the complete and
21 unredacted tenure file, the bargaining unit faculty member's statement of appeal,
22 and the written response from the Provost. The TTRAC will hold an informal
23 review meeting within 60 days of the receipt of the appeal.

- 24
- 25 b. **Formal Hearing:** In addition to a review of the written materials as described in
26 Step 5.a., the TTRAC shall conduct a hearing, the purpose of which is for
27 members of the TTRAC to ask questions of the Provost or designee, the
28 bargaining unit faculty member, and any witnesses called by the TTRAC. The
29 TTRAC will hold a hearing within 60 days of the receipt of the appeal. The
30 bargaining unit faculty member and the Provost or designee will be given at least
31 five days' notice of the time and place for the hearing.

32

33 The bargaining unit faculty member has the right to have the hearing open to the
34 public. Should the bargaining unit faculty member choose to have a closed
35 hearing, the hearing shall be closed to all except the TTRAC, the bargaining unit
36 faculty member, the bargaining unit faculty member's union representative and/or
37 legal counsel, the Provost or designee and their representative, the University's
38 legal counsel, staff to the TTRAC, and any witnesses called by the TTRAC. The
39 representatives shall be observers only, unless asked to participate by the TTRAC.
40 The bargaining unit faculty member and the Provost or designee are each
41 responsible for any expenses incurred in having their representative present.

42

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

- 1 ● **Step 6. TTRAC Recommendation.** The TTRAC will prepare a written report based
2 upon an impartial evaluation of the evidence. The report will conclude if any of the
3 grounds for the appeals set forth in Section 2 are present and whether other action is
4 recommended in light of their findings. The TTRAC will submit the report to the Office
5 of the Provost and the bargaining unit faculty member within 15 days of the hearing or
6 informal review meeting.
7
- 8 ● **Step 7. Decision by the Provost.** The Provost will consider the report of the TTRAC and
9 notify the bargaining unit faculty member in writing of their decision and rationale on the
10 appeal within 21 calendar days of receiving the TTRAC report. For decisions that cannot
11 be appealed under Step 8, the Provost's decision is final and binding and is not subject to
12 grievance, arbitration, or further appeal.
13
- 14 ● **Step 8. Appeals to the President.** In decisions to deny tenure and/or promotion to a
15 bargaining unit faculty member in the Tenure-Track and Tenured classification, the
16 faculty member will have 10 days to appeal the Provost's Step 7 decision in writing to the
17 President.
18
- 19 ● **Step 9. Decision by the President.** The President will consider the review file materials,
20 including the report of the TTRAC and the Provost's Step 7 decision, and notify the
21 bargaining unit faculty member in writing of their decision on the appeal within 21
22 calendar days of the receipt of the Step 8 appeal. The President's decision is final and
23 binding and is not subject to grievance, arbitration, or further appeal.
24

25 **Section 7. Timelines.** The bargaining unit faculty member and the TTRAC may agree in
26 writing to an extension of the response time of the TTRAC. The bargaining unit member and
27 the Provost or designee may agree in writing to an extension of the initial appeal deadline or the
28 response time of the Provost or designee. The bargaining unit member and the President or
29 designee may agree in writing to an extension of the appeal deadline to the President or the
30 response time of the President.

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 a 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

- 1 administrator will discuss whether an informal resolution would be an effective
2 way to resolve the matter and will also make it clear to all parties that retaliation
3 for participation in the informal and formal 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
6 process. This process will be complete within 35 days of the filing of the
7 grievance.
- 8 iii. If ELR and the grievant determine that an informal resolution will not be
9 successful or if the grievant does not agree to participate in an informal resolution
10 process, a formal hearing, as described in Section 3.c, will be scheduled. The
11 formal hearing will be held within 15 days of the date that ELR sends out a
12 statement to the parties explaining that informal resolution process will not be
13 used in the matter.
- 14 iv. At the conclusion of an informal resolution dispute process, ELR will send a letter
15 to the grievant stating the informal resolution process has concluded.
- 16 v. At any point after the informal resolution dispute process has been initiated, the
17 grievant can send ELR an email at grievances@uoregon.edu stating that the
18 grievant no longer wishes to participate in the process. In response, ELR will send
19 out a letter to the parties stating the informal resolution process has concluded.
20

21 **Formal Hearing**

22 c. Hearing

- 23 i. Grievance timeline: If the grievant is not satisfied with the outcome at the
24 conclusion of the informal resolution process, the grievant may present the
25 grievance to the Provost's Office within 14 days of receiving the letter from ELR
26 explaining that the informal resolution process has concluded.
- 27 ii. Hearing timeline: A formal hearing with the Provost or Provost's Office
28 Designee, will be scheduled within 15 days of receipt of the grievance described
29 in section c (i).
- 30 iii. At or before the grievance hearing, the grievant is allowed to submit a number of
31 relevant questions to the Provost or the Provost's Office Designee. The grievant
32 will limit these questions to those that do not place an undue hardship on the
33 university to respond to, and generally should be no more than 15 questions. The
34 Provost's Office will respond to the questions within 15 days. This section does
35 not limit the Union's right to make information requests under PECBA, nor the
36 confidentiality rights afforded to employees and students under UO policy and
37 state and federal law.
- 38 iv. The Provost's Office will send a decision in writing to the grievant within 21 days
39 of the hearing. If questions are presented at the hearing by the union, the decision-
40 deadline will be extended to 45 days from the date of the hearing. Disputes
41 against the Provost may be filed with the President in lieu of the Provost. If the
42 grievant is not represented by the Union, a copy of the decision will be sent to the
43 Union forthwith.
44

45 **Grievances Alleging Prohibited Discrimination**

- 46 d. If the grievance alleges prohibited discrimination or retaliation for filing a claim of

1 prohibited discrimination, ELR will send the grievance to the Office of Investigations and
2 Civil Rights Compliance (OICRC). OICRC will send a letter acknowledging the
3 grievance (acknowledgment letter) and assigning an investigator to conduct an initial
4 assessment of the grievance, which will include a meeting with the grievant and, if the
5 grievant wants, their union representative.
6

- 7 i. If OICRC decides that the grievance is within their jurisdiction and should be
8 formally investigated, the grievance will remain with OICRC and it will issue a
9 Notice of Investigation to all parties (the grievant, employee and labor relations
10 and the alleged bad actor). OICRC determines whether the grievance is in its
11 jurisdiction by assessing whether if all the facts are true, there is a violation of
12 UO's prohibited discrimination policies.
- 13 ii. If OICRC decides that the grievance is not within their jurisdiction or is otherwise
14 insufficient for formal investigation, the grievance as it relates to discrimination
15 will be denied.
- 16 iii. The grievant and OICRC can also mutually agree that the grievance will go
17 through the informal process set forth above. If the informal process is not
18 successful, the grievance will come to OICRC for final disposition.
19
- 20 e. OICRC's process must provide the union and the grievant with at least the rights they
21 would have otherwise received through the grievance process articulated in this Article,
22 which means that the grievant can ask at least 15 questions that are relevant, can meet
23 with the OICRC investigator and during the initial meeting described above, the union
24 will be allowed to participate to the extent they could participate during a grievance
25 hearing.
26
- 27 f. OICRC's process shall be concluded within 60 days of the date that OICRC sends the
28 Notice of Investigation. For good cause, OICRC's investigation timeline can be extended
29 by mutual agreement of the parties.
30
- 31 g. OICRC's decision may be appealed through Article 23.
32
- 33 h. If the grievance alleges prohibited discrimination as one of many grievance allegations,
34 the grievance will be bifurcated and the parts alleging prohibited discrimination will
35 follow the process set forth above. The remaining grievance allegations will follow the
36 normal informal resolution/hearing process. If a remedy offered through the normal
37 grievance process would irreparably harm the grievant, the grievance process may be
38 stayed pending the OICRC investigation. The parties can also stay the grievance process
39 through mutual agreement.
40

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

46 **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.
- b. The grievant and the University may agree to modify the time limits in any step of the grievance procedure. At formal steps, agreements to modify time limits shall be in writing. Requests for extensions of time will not be unreasonably denied.
- c. The University's failure at any step of this procedure to communicate the decision on the grievance within the time limit, including any extension thereof, shall be deemed a denial of the grievance. The grievant's failure at any step of this procedure to appeal to the next step within the time limit, including any extension thereof, shall be considered acceptance by the grievant of the decision rendered at the previous step but will not constitute a past practice or any precedent in the disposition of other cases.
- d. A grievant may withdraw a grievance at any time.
- e. All facts relevant to a grievance shall be presented by the parties with the objective expressed in Section 1 of this Article.
- f. Grievances alleging prohibited discrimination must be filed within 180 days following the date on which the grievant knew or reasonably should have known of the act, omission, or condition which is the basis of the grievance.
- g. Grievances alleging discriminatory harassment must be filed within 365 days following the date on which the grievant knew or reasonably should have known of the act, omission, or condition which is the basis of the grievance.

Section 6. Written grievances must include at least:

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

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

ARTICLE 23. ARBITRATION

Arbitration for Grievance Resolution

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.

1
2 In the absence of a submission agreement, the arbitrator shall first decide the issue to be
3 arbitrated, and then the question of the arbitrator's jurisdiction.
4

5 **Section 7.** The arbitrator derives authority wholly and exclusively from this Agreement. The
6 arbitrator shall not add to, subtract from, modify, or alter the terms or provisions of this
7 Agreement. Decisions relating to promotion or tenure may be challenged exclusively through the
8 appeal process in Article 21, Review Decision Appeals.
9

10 Except as otherwise provided in this Agreement, the arbitrator shall have no authority to decide
11 any issue relating to the merits of any academic judgment. For the purposes of this Agreement,
12 "academic judgment" means a judgment by the University and those acting on its behalf
13 concerning competence, performance, or academic standards. In cases involving academic
14 judgment, the arbitrator shall not substitute their judgment for that of the University, nor shall
15 the arbitrator review such decision except for the purpose of determining whether the procedural
16 steps provided in this Agreement have been followed. If the arbitrator determines that
17 procedural steps have not been followed where an exercise of academic judgment is involved,
18 the arbitrator shall direct that the matter be reconsidered by the appropriate decision maker in
19 accordance with relevant procedural steps.
20

21 Under no circumstances may an arbitrator override an academic judgment to direct that a
22 bargaining unit faculty member be reinstated, appointed, reappointed, promoted or awarded
23 tenure.
24

25 The arbitrator shall have no authority: (a) to award monetary damages, fines or penalties, except
26 for back pay or benefits; (b) to make a decision limiting or interfering in any way with the
27 powers, duties, or responsibilities of the University which have not been expressly limited by
28 this Agreement; or (c) to consider the discipline of members of another bargaining unit or other
29 University employees who are not members of the bargaining unit represented by this Union in
30 rendering a decision.
31

32 **Section 8.** The arbitrator shall issue a decision within 30 days of the close of the hearing unless
33 the parties have agreed to additional time. The decision of the arbitrator shall be in writing and
34 shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The decision
35 of the arbitrator shall be final and binding upon the parties as to the issues submitted, provided
36 that either party may seek judicial review of the decision as provided by law.
37

38 **Section 9.** All fees and expenses of the arbitrator shall be paid by the party not prevailing in the
39 matter.
40

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

Section 10. The compensation of any bargaining unit faculty member called as a witness and/or serving as the Union representative in an arbitration hearing shall not be reduced for a reasonable period of time to prepare for and to give testimony at the hearing, or in the case of the Union representative, to represent the Union at the hearing. Every effort shall be made to avoid unduly disrupting the work of any bargaining unit faculty member called to serve as a witness.

Expedited Arbitration for Challenging Career Faculty Layoff Decisions

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

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

Section 13. Either party may require an informal meeting for information exchange prior to engaging the arbitrator. The meeting will be facilitated by UO Employee & Labor Relations, and the University will share their rationale for the decision and supporting information. The Union will share their concerns related to the rationale and supporting information. Any information shared by either party may contribute to the record of the case. The arbitrator will be contacted seven days after the meeting unless there is agreement to the contrary.

Section 14. The parties will pre-select an arbitrator to hear challenges to layoff decisions. If the agreed upon arbitrator is not available, the parties will mutually agree on a different arbitrator using the process described in Section 3.

Section 15. The Union will have the burden of proof to demonstrate that there has been a violation of the layoff process, the reviewable provisions of Article 16.12, or any other provision of the Agreement or University policy that relates to the expedited review process. This means that the Union is required to meet their burden of proof requirement before the University is required to demonstrate why they believe no violation occurred.

Section 16. Arbitration decisions will be made within 90 days of the layoff notice being given unless the parties have agreed to additional time. The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties as to the issues submitted, provided that either party may seek judicial review of the decision as provided by law.

1 **Section 17.** The parties will divide equally the cost of retaining an arbitrator for the expedited
2 process. All additional fees and expenses of the arbitrator shall be paid by the party not
3 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 their 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 bargaining unit faculty
23 members shall be given advance notice of at least one year or the duration remaining of their
24 appointment, whichever is shorter. Bargaining unit faculty members scheduled for termination
25 will receive written notice to their university email address or, if the faculty member does not
26 have a university email address, by regular mail to their last address recorded in the Banner
27 system. The notice will include the effective date of termination; the reason for the termination;
28 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. January 2022 Across the Board Increase. Eligible bargaining unit faculty members will receive a 5% increase to base salary effective January 1, 2022. Eligible bargaining unit faculty members are those with an appointment as of October 31, 2021.

Section 2. January 2023 Across the Board Increase. Eligible bargaining unit faculty members will receive a 2% increase to base salary effective January 1, 2023. Eligible bargaining unit faculty members are those with an appointment as of October 31, 2022.

Section 3. January 2024 Merit Increase. In addition to the meritorious salary increases associated with successful promotion, tenure, and post-tenure reviews, the University will establish a unit-based pool of 3% for salary increases to be distributed solely as merit to bargaining unit faculty members in the Career and Tenure-Track and Tenured classifications. Total unit based pool amounts will be determined based on the total base salary (prorated for FTE) for eligible faculty members in each group as of October 31, 2023 and increases will be effective January 1, 2024.

- a. **Eligibility:** To be eligible for merit, the faculty member must have an appointment on or before July 1, 2023. Merit reviews will be based on the work performed by the faculty member since the faculty member's last merit review or since the faculty member's start date, if the faculty member was hired during the last review period, and may take into account the length of service over the review period. Units may establish different reviews period in their respective unit level policies.
- b. **Distribution:** Merit distributions should be given as a percentage of base salary, irrespective of FTE in any given review period, and not as a flat dollar amount, unless the unit has Office of the Provost approval for the distribution. Unit level merit policies must include criteria for determining whether faculty members exceed, meet, or do not meet expectations in teaching, service, and research, as applicable, and a methodology for determining when faculty meet expectations overall based on their ratings in those areas.

Section 4. 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 Office of the Provost to delay or forgo an increase in their own salary as required under this Agreement.

Section 5. Salary Floors

- a. The following minimum salary floors will be in effect for all bargaining unit faculty members in the Career, Postbaccalaureate Scholar, and Retired classifications:
- i. PE/Rec \$26,000
 - ii. Postbaccalaureate Scholar \$30,600
 - iii. Research Assistant (Type A) \$30,600
 - iv. Research Assistants (Pre-2022 Types, Type B, and Type C) \$34,000
 - v. All Others \$39,000
- b. As of July 1, 2023, the following minimum salary floors will be in effect for all bargaining unit faculty members in the Career, Postbaccalaureate Scholar, and Retired classifications:

Categories	9-month Salary Floor	12-month Salary Floor
PE & REC	\$29,376	\$35,904
Postbaccalaureate Scholar	\$27,124	\$33,152
Research Assistant (Type A)	\$27,124	\$33,152
Research Assistant (Type B)	\$29,483	\$36,035
Research Assistant (Type C)	\$32,047	\$39,168
Research Associate	\$36,052	\$44,064
All Others	\$44,064	\$53,856

Salary floors for 9-month appointments are 9/11 of the 12-month salary floor.

- c. Through June 30, 2023, the minimum salary floor for Pro Tem and Visiting bargaining unit faculty members will be 90% of the corresponding Career floor in subsection (a). Effective July 1, 2023, the minimum salary floor for instructional Pro Tem and Visiting bargaining unit faculty members will be 90% of the corresponding Career floor in subsection (b).
- d. **Postdoctoral Scholars:**
- i. **NIH Minimum.** The minimum salary floor for Postdoctoral Scholars on 12-month appointments funded by NIH grants 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. Postdoctoral Scholars under this section shall not be entitled to any merit or across the board increases pursuant to this Article.
 - ii. **Other Postdoc Minimum.** The minimum salary floor for all other Postdoctoral Scholars is the Research Associate salary floor under 5.b. Postdoctoral Scholars under this section shall be eligible to receive merit or across the board increases pursuant to this Article. No current bargaining unit faculty member in the

Postdoctoral Scholar classification will have their base salary reduced with the introduction of non-NIH salary floor under this section.

Section 6. Promotion and Review Related Salary Increases. All increases under this section will become effective September 16 for 9-month appointments and July 1 for 12-month appointments following the date of the review decision. To the extent a review decision is delayed by the University an increase will be made retroactively to the dates above, as appropriate.

- a. **Promotion Increases.** All bargaining unit faculty members who achieve a promotion in rank will receive an increase of at least 8% of base salary.
- b. **Sixth-Year Post-Tenure Review Increases.** Full professors who successfully complete (meets expectations in all areas or exceeds expectations in all areas) their first major sixth-year post-tenure review after promotion to full professor will receive an increase to base salary of at least 4% for meeting expectations in all areas or at least 8% for exceeding expectations in all areas. Full professors who successfully complete subsequent major reviews will receive an increase of at least 4% of base salary.
- c. **Career Continuous Employment Review Increases.** Career faculty at the highest rank in their category or in a single rank category who successfully complete (meets or exceeds expectations in all areas) their first continuous employment review will receive an increase to base salary of at least 4% for meeting expectations in all areas or at least 8% for exceeding expectations in all areas. Career faculty who successfully complete subsequent continuous employment reviews will receive an increase of at least 4% of base salary.

Section 7. Retention Adjustments. To facilitate retention salary adjustments, the Office of the Provost will maintain a retention salary adjustment policy, posted on their website, describing the criteria and procedures to be used in making retention adjustments for bargaining unit faculty members. The Office of the Provost will notify the Union of any retention adjustments made to the salary of a bargaining unit faculty member.

Section 8. Payment of Salary. Bargaining unit faculty members may opt to be paid in 12 equal monthly installments consistent with IRS regulations. Salary shall be paid by direct deposit except in the case of emergency or unless another method of payment is required by law.

Section 9. Alternative Program Models. Notwithstanding other provisions of this agreement, assignments in programs that rely on alternative compensation models (where compensation is provided at a fixed rate outside regular salary) to be financially viable may be compensated at a rate to be agreed to by the University and the bargaining unit faculty member without regard to the bargaining unit member's existing base salary.

Section 10. Workload Adjustments. Both parties recognize that professional responsibilities ebb and flow throughout the year. The provisions of this section are not meant to address minor or normal fluctuations in workload.

- a. If a Career or Limited Duration bargaining unit faculty member has their FTE reduced with no demonstrable corresponding reduction in workload, then the bargaining unit faculty member's base salary will be increased in proportion to the FTE reduction.
- b. If a Career or Limited Duration bargaining unit faculty member has their workload significantly increased with no corresponding increase in FTE, then the bargaining unit faculty member's base salary will be increased in proportion to the workload increase.
- c. If a bargaining unit faculty member is paid an overload or stipend it must be for work above and beyond their regular workload. If the University ends an overload or stipend payment and a workload adjustment has not been made to account for the change, the bargaining unit faculty member will no longer be expected to complete the assignment which generated the overload or stipend.

Section 11. For a period of two years post layoff, Career faculty members who are laid off for academic or financial reasons (Article 16, Section 12.b & c.) and who are rehired in the same category must retain the same or greater FTE as of the time of layoff. Laid off Career faculty members hired back into the same department or unit will be hired back at the same or greater FTE and salary.

1 **ARTICLE 27. HEALTH INSURANCE 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.

ARTICLE 28. MISCELLANEOUS BENEFITS

Section 1.

- a. All bargaining unit faculty members shall have equal access to the miscellaneous benefits and services provided by the University to all faculty and Officers of Administration as of the effective date of this Agreement, including, but not limited to:
 - i. LTD Bus Ridership Program;
 - ii. Parking permit;
 - iii. Full faculty access to the University of Oregon Libraries services and collections;
 - iv. Discounts on athletic tickets;
 - v. All EMU facilities, programs, and services;
 - vi. Select services through the University Health Center.
- b. Bargaining unit faculty members with appointments 0.50 FTE or greater shall have equal access to the miscellaneous benefits and services provided by the University to all faculty and Officers of Administration, including, but not limited to:
 - i. Tuition discounts provided through tuition discount program;
 - ii. Professional Development Opportunity Fund;
 - iii. TriMet annual pass for those whose employment base is Portland and who satisfy the program eligibility requirements. TriMet annual passes are subject to change in benefit offering, program terms, and eligibility requirements.
- c. Bargaining unit faculty members will be subject to any changes in the cost charged to all other faculty and Officers of Administration for these benefits and services.

Section 2. The University shall provide all reasonable assistance to employees in securing federal student loan forgiveness, where applicable.

Section 3. Bargaining unit faculty members who are using the tuition discount for the undergraduate education of a dependent child will be entitled to a second, concurrent tuition discount for a dependent child to attend undergraduate programs at the University of Oregon. The terms, conditions, eligibility requirements, and discount available applicable to this additional tuition discount will be the same as the terms, conditions, eligibility requirements and discount available under the tuition discount program.

Section 4. All fees associated with applying for or renewing an H-1B or J1 visa will be paid for by the University on behalf of bargaining unit faculty members.

Section 5. All departments or units that fail to meet paperwork deadlines relevant to H-1B or J1 visas or otherwise causes a bargaining unit faculty member to miss deadlines by not supplying required paperwork in a timely manner will pay the Premium Processing fee to expedite the processing of the visa paperwork.

1 **ARTICLE 29. RETIREMENT BENEFITS**

2
3 **Section 1.** To the extent permissible by law and the terms of each plan, bargaining unit faculty
4 members shall be eligible to participate in the Public Employees Retirement System (PERS),
5 the Oregon Public Service Retirement Plan (OPSRP), the Optional Retirement Plan (ORP),
6 the Tax-Deferred Investment 403(b) Plan (TDI), and the Oregon Savings Growth Plan.
7

8 **Section 2. PERS and OPSRP.** The University will make all employer contributions to PERS or
9 OPSRP that are required by law. In addition, the University will make the mandatory 6%
10 employee contributions required by ORS 238.200(1)(a) and 238A.330(1) to the extent not
11 prohibited by law.
12

13 **Section 3. ORP.** The University will make all employer contributions to the ORP required
14 under ORS 243.815. In addition, the University will make all mandatory employee
15 contributions to the ORP for each eligible, participating bargaining unit faculty member as
16 required by ORS 243.815.
17

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

- 19
20 a. If the university is prohibited by law from continuing to make PERS, OPSRP, or ORP
21 employee contributions (generally known as the employee pick up) for any bargaining
22 unit faculty member and the legal obligation requiring bargaining unit faculty members
23 to contribute 6% of salary to their retirement plan remains, the University will provide a
24 one-time 6% increase to the affected bargaining unit faculty member's base salary, to
25 the extent permitted by law. If the Legislature or the Higher Education Coordinating
26 Commission reduces the university's budget as a result of a legal prohibition on paying
27 the 6% pick up, the University's obligation to increase salary will be reduced
28 accordingly for bargaining unit members, excluding those Tier Four ORP participants who
29 receive an Employer Match Contribution in lieu of an employer-paid matching contribution
30 under ORS 243.815.
31
32 b. The University will bargain with the Union over any remaining impacts on bargaining
33 unit faculty member salaries after the implementation of this Article.
34
35 c. To the extent permitted by law, the University agrees to adopt a resolution to make
36 an election under the IRS Code to allow a pre-tax deduction of any statutorily
37 required 6% employee contribution/payment. Such deduction shall be made from
38 each employee's pre-tax gross wages.

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 Office of the Provost 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 a
34 University of Oregon email account), and may also request access to the university's
35 network. The retired faculty members' last department of affiliation may request that
36 the retiree be granted access to university information systems, as appropriate.
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 no-cost daily parking
42 permits for their exclusive use during terms when the retired faculty member is not on the
43 university payroll to continue meaningful contribution to the university. Examples of
44 meaningful contributions may include volunteer work at the university, participating in
45 university events, and course enrollment.
46

- 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 Office of the Provost.
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 Office of the
28 Provost. 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, stepchildren, sibling(s), grandparent(s), children-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 Office of the
11 Provost.

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 0.50 FTE or greater to teach summer session
25 or to work on summer wage appointments are eligible to accrue and to use sick leave during
26 the 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.** Bargaining unit faculty members in the Tenure Related and Career Related
35 classifications may take leave 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 5 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 bargaining unit faculty member in a Tenure Related or Career Related
15 classification who is eligible for leave under the FMLA or OFLA also has the option, within six
16 months after the birth or adoption of a child, to take up to one term of modified duties at full pay
17 status. Modified duties status provides full or partial release from classroom and classroom-
18 related teaching responsibilities at full pay following birth or adoption, without using accrued or
19 advanced sick leave. Any release from or reduction of teaching responsibilities does not mean
20 that the faculty member will be required to carry more than a normal load before or after the
21 leave.

22
23 **Section 11.** The review clock stoppage for bargaining unit faculty members in the Tenure
24 Related classifications shall follow Article 20, Section 7.

25 26 **Vacation Leave**

27
28 **Section 12.** Vacation means absence from work permitting rest and recreation for a specified
29 period of time during which regular compensation continues. Bargaining unit faculty
30 members gain vacation privileges when employed at 0.50 FTE or more on a 12- month
31 appointment.

32
33 **Section 13.** Eligible bargaining unit faculty members accrue vacation on a monthly basis,
34 beginning the first of the month following date of hire or on the first of the month if an
35 employee is hired the first working day of the month. Vacation accrues on the last day of the
36 month and is available for use the first day of the next month, subject to the restrictions in
37 Section 14 of this Article. Faculty members who have a 9-month appointment and are
38 subsequently appointed to a 12-month contract shall receive credit for the previous 9-month
39 appointment on a pro-rata basis.

40
41 Eligible bargaining unit faculty members with a 12-month, 1.0 FTE appointment accrue
42 15 hours of vacation leave per month; eligible bargaining unit faculty members on a 0.50 FTE or
43 more 12-month contract accrue vacation in proportion to their FTE.

44
45 **Section 14.** No employee may accrue in excess of 260 hours, and any accrued vacation leave
46 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 except upon non-renewal, retirement, 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 retirement, termination, or transfer is 180 hours.

Section 18. Vacations 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
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Day

Section 21. Bargaining unit faculty member in instructional categories who do not earn

1 vacation will be considered to be on paid leave during the week between Christmas and New
2 Year's Day, and during the week of Spring Break. If, for any reason, they are required to work
3 on campus during one of these paid leaves, that work will be compensated as overload.
4

5 **Leave Without Pay**

6

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

12 **Compliance with Laws**

13

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

17 **Inclement Weather Policy**

18

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

ARTICLE 33. SABBATICAL

Section 1. A bargaining unit faculty member may apply for sabbatical leave 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 to eligible bargaining unit faculty members when their application demonstrates they will use this period in a manner which will thereafter increase the applicant's effectiveness to the university. Only the Office of the Provost can approve applications for sabbatical leave.

Section 2. Eligibility. To be eligible to apply for sabbatical a bargaining unit faculty member must have been successful in their most recent major review or have an approved development plan in which sabbatical leave will allow them to be successful in a subsequent review. A bargaining unit faculty member at 0.5 FTE or greater in the Tenure-Track and Tenured or Career classification at a promoted rank or in a single-rank category who will satisfy the timing requirements of Section 3 is eligible to apply for sabbatical leave.

Bargaining unit faculty members with funding-contingent appointments, except those in the Research Professor category who satisfy the criteria above, are ineligible for sabbatical leave. Bargaining unit faculty members with an agreement to retire are ineligible for sabbatical.

Section 3. Timing. Approved sabbatical leave may be taken by a bargaining unit faculty member after having been continuously employed at the university in a Tenure-Track and Tenured or Career position for 18 quarters (excluding Summer Session) or, in the case of 12-month faculty, 72 months, which will be measured from their start date in an eligible classification or the beginning of the quarter or month following their most recent sabbatical.

Employment shall be considered continuous whether or not interrupted by one or more authorized leaves of absence other than a sabbatical leave. The minimum timing for sabbatical eligibility will be increased by the length of leave without pay taken by a bargaining unit faculty member. An authorized leave of absence will not prejudice the bargaining unit faculty member's approval for sabbatical leave.

Cases involving mixed terms of service may be adjusted by the Office of the Provost, in accordance with the principles set forth in this Article.

Section 4. Applying for Sabbatical. Applicants for sabbatical leave must present a careful statement of plans for the leave period and a justification of the leave in terms of the criteria stated above. Sabbatical plans must include a description of work and outcomes closely aligned with the applicant's position and scope of duties. The request must be accompanied by an official application form, a curriculum vitae, and a description of current teaching; scholarship, research, and creative activity; service; and other professionally relevant activities, and a copy of the report on the applicant's last sabbatical described in Section 8 (if this is not the applicant's first sabbatical).

Section 5. Delays. In consultation with a bargaining unit faculty member, a sabbatical leave may

be delayed for up to two years by the Office of the Provost for reasons of institutional convenience. In such instances the faculty member will become eligible for a succeeding sabbatical leave after an equivalently reduced period of years.

Section 6. Duration and FTE. Bargaining unit faculty members may apply for sabbatical with the durations specified below. Sabbatical must be taken in consecutive terms. FTE while on sabbatical is calculated as follows:

$$\text{Maximum Sabbatical FTE} \times \text{Annualized FTE Rate} = \text{Actual Sabbatical FTE}$$

Maximum FTE corresponds to the sabbatical duration in the table below. The annualized FTE rate is the regular annualized FTE of the bargaining unit faculty member. FTE for a given sabbatical cannot exceed a bargaining unit faculty member's regular annualized FTE.

Sabbatical Duration	Maximum Sabbatical FTE
One academic year (9-month appointments); or Nine to twelve months (12-month appointments)	60%
Two-terms (9-month appointments); or Five to eight months (12-month appointments)	75%
One-term (9-month appointments); or Zero to four months (12-month appointments)	100%

Section 7. Remaining Course Load. Bargaining unit faculty members who take a one- or two-term sabbatical will have the following remaining course load for the academic year impacted by sabbatical leave:

Base Course Load	Remaining Course Load	
	One-Term Sabbatical	Two-Term Sabbatical
12	8	4
11	7	3
10	6	3
9	6	3
8	5	2
7	4	2
6	4	2
5	3	1
4	2	1
3	2	1
2	1	0
1	0	0

1 **Section 8. Sabbatical Report.** At the end of the sabbatical leave, the bargaining unit faculty
2 member shall submit a report of the accomplishments and benefits resulting from the leave to the
3 department head, the dean, and the Provost.

4
5 **Section 9. Return Service Requirement.** Each bargaining unit faculty member, in applying for
6 sabbatical leave, shall sign an agreement to return to the university for a period of at least one
7 year's service, at or above their annualized FTE rate in Section 6, on completion of the leave.
8 This one year of service cannot be fulfilled post retirement. If a bargaining unit faculty member
9 fails to fulfill this obligation, they shall repay the full salary paid during the leave plus the health
10 care and retirement contribution paid by the University on their behalf during the leave. This
11 amount is due and payable three months following the date designated in the sabbatical
12 agreement for the faculty member to return to the university.

13
14 A signed sabbatical agreement is not a guarantee of post-sabbatical FTE or continued
15 employment. If, at the University's initiative, a bargaining unit faculty members' post-sabbatical
16 FTE is reduced, they are laid off (not for cause), or they are hired or moved into a different role
17 at the university, their return service obligation will be considered fulfilled.

18
19 **Section 10. Supplementing of Sabbatical Incomes.** To the extent approved in writing by the
20 Office of the Provost, bargaining unit faculty members on sabbatical leave may supplement their
21 sabbatical salaries to a reasonable degree, provided that such supplementation strictly conforms
22 to the stated and approved purposes of the sabbatical leave.

ARTICLE 34. CAREGIVING

Section 1. Caregiving Support within the Contract. The University is committed to supporting bargaining unit faculty members in addressing their caregiving needs. Support in the contract includes:

- a. Consideration of caregiving responsibilities in scheduling (Article 17);
- b. Clock stoppage allowances for pregnancy or adoption for all tenure-related reviews (Article 20);
- c. Health insurance benefits (Article 27);
- d. Leaves (Article 32).

Section 2. Caregiving Support

- a. **Care.com.** Bargaining unit faculty members will have membership access to **care.com** to support caregivers in identifying individualized care providers and support.
- b. The University will continue to provide and maintain the UO Care Provider Network.

Section 3. Travel Support Fund. Each year the University will create a pool of \$150,000 to provide financial awards to bargaining unit faculty members to mitigate the impacts of university travel on their families. Expenses covered by this fund may include any incremental cost that a bargaining unit faculty member bears due to the need to travel, including but not limited to additional dependent care at home; the cost of transporting the dependent as well as a caregiver to a conference or meeting location; on-site dependent care at a conference or meeting; expenses related to storing and shipping expressed milk during travel; etc. Awards from the pool can be up to \$1,000 each academic year per bargaining unit faculty member. Applications will typically be submitted at least (four) 4 months prior to the anticipated trip and allocations announced (three) 3 months prior to travel. Any funds remaining from a given year will be added to the pool amount in the subsequent year.

ARTICLE 35. 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 36. 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 that further the university's academic mission.

Section 2. Every unit will have a policy setting forth the procedures and criteria for applying for and/or distributing available professional development funds using the process sated in Article 4.

Section 3. Professional Development Funds. University funding support for professional development activities includes the following:

- a. Unit-level funding for professional development activities, which is awarded in connection with unit-level policies;
- b. Designated funds for bargaining unit faculty members in appropriate classifications, categories, and ranks, such as Academic Support Accounts (ASA) or Professional Development Accounts (PDA), etc.;
- c. Other professional development funds made available for supporting professional development (i.e. Article 28);
- d. For purposes of this Article, "professional development funds" does not include external grants or awards which have restrictions on use, or endowment funds which have restrictions on use.

Section 4. Use of Professional Development Funds. The use of professional development funds must comply with all university, school or college, and department or unit policies and guidelines, in addition to applicable laws, regulations, and other funding restrictions.

Section 5. Ownership. All professional development funds along with any materials and equipment purchased with professional development funds are the property of the University and do not become the property of the individual faculty member. When a bargaining unit faculty member resigns, is laid off, or is terminated, they forfeit any remaining professional development funds to the University. Electronic devices purchased with professional development funds may be subject to periodic return to the appropriate administrative unit to maintain inventory and update software.

Section 6. Additional Limitations. Academic Support Accounts are not available to augment salaries, including compensation in the summer or expenses that would be considered in support of typical departmental operations. The use of professional development funds, including ASA 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 37. ETHICS AND PROFESSIONAL RRESPNSIBILITY

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.

ARTICLE 38. CRIMINAL RECORDS CHECKS

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

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

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

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

Section 4. The University will pay for criminal records checks requested by the University.

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

ARTICLE 39. DRUG AND ALCOHOL TESTING

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

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

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

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

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

ARTICLE 40. 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, Information Asset Classification and Management, requiring that such
8 access must be only to the extent and for such time as a business need exists. The University
9 will notify the Union in a timely 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 41. 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 successor
6 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 striking
11 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 work.
13

14 **Section 3.** The University agrees not to lockout bargaining unit faculty members during the term
15 of the Agreement or during negotiations for a successor 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 Agreement,
4 the Union and the University had the unlimited right and opportunity, consistent with previously
5 adopted ground rules, to present demands and proposals with respect to any and all matters
6 lawfully subject to collective bargaining. The parties further acknowledge that all of the
7 understandings and agreements arrived at thereby are set forth in this Agreement, and that it shall
8 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 of
17 this Agreement.

1 **ARTICLE 44. SEVERABILITY**

2
3 **Section 1.** It is the expressed intent of the parties that, if any court of competent jurisdiction,
4 government regulation, or decree at any time declares any provision of this Agreement
5 invalid, such decision shall not invalidate the entire Agreement. All other provisions not
6 declared invalid or not incomparable therewith shall remain in full force and effect.
7

8 **Section 2.** Should either party believe that a court of competent jurisdiction, government
9 regulation or decree has declared any provision of this Agreement invalid, they may request
10 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 Agreement.
14 Negotiation of the successor Agreement shall begin no later than 150 days prior to the expiration
15 of this Agreement or such date thereafter as may be mutually agreed upon by the parties.
16

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

22 **Section 4.** This Agreement will expire on June 30, 2024. The parties will comply with the
23 applicable provisions of ORS Chapter 243 in negotiating a successor Agreement and with
24 regard to rights, obligations, and procedure if a successor Agreement is not signed prior to the
25 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, vice provost, or vice president, depending on the circumstances.

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

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

SIGNATURES

For the University of Oregon:

<u><i>Michael H Schill</i></u> <small>Michael H Schill (Jul 25, 2022 19:48 CDT)</small>	Jul 25, 2022
Michael Schill President	Date
<u><i>Patrick Phillips</i></u> <small>Patrick Phillips (Jul 28, 2022 15:22 PDT)</small>	Jul 28, 2022
Patrick Phillips Provost and Senior Vice President	Date
<u><i>Jamie Moffitt</i></u> <small>Jamie Moffitt (Jul 29, 2022 06:42 PDT)</small>	Jul 29, 2022
Jamie Moffitt Vice President for Finance and Administration	Date
<u><i>Janet Woodruff-Borden</i></u> <small>Janet Woodruff-Borden (Jul 27, 2022 17:45:01)</small>	Jul 27, 2022
Janet Woodruff-Borden Executive Vice Provost for Academic Affairs	Date
<u><i>Mark Schmelz</i></u> <small>Mark Schmelz (Jul 27, 2022 20:07 PDT)</small>	Jul 27, 2022
Mark Schmelz Chief Human Resources Officer and Associate Vice President	Date

For United Academics:

<u><i>Scott L. Pratt</i></u> <small>Scott L. Pratt (Jul 26, 2022 12:02 PDT)</small>	Jul 26, 2022
Scott L. Pratt Lead Negotiator and Professor, Philosophy	Date
<u><i>Avinnash P. Tiwari</i></u> <small>Avinnash P. Tiwari (Jul 28, 2022 12:02 PDT)</small>	Jul 28, 2022
Avinnash Tiwari Instructor, English	Date
<u><i>Mike Urbancic</i></u> <small>Mike Urbancic (Jul 26, 2022 12:02 PDT)</small>	Jul 26, 2022
Mike Urbancic Senior Instructor, Economics	Date
<u><i>Maram Epstein</i></u> <small>Maram Epstein (Jul 30, 2022 13:13 PDT)</small>	Jul 30, 2022
Maram Epstein, Professor East Asian Languages and Literatures	Date
<u><i>Jerry Rosiek</i></u> <small>Jerry Rosiek (Jul 25, 2022 21:58 PDT)</small>	Jul 25, 2022
Jerry Rosiek, Professor Education Studies	Date
<u><i>Josh Razink</i></u> <small>Josh Razink (Jul 28, 2022 00:07 CDT)</small>	Jul 28, 2022
Josh Razink Senior Research Assistant, CAMCOR	Date
<u><i>Deborah A Green</i></u> <small>Deborah A Green (Jul 25, 2022 19:03 PDT)</small>	Jul 25, 2022
Deborah A. Green Greenberg Associate Professor of Hebrew Language and Literature, Religious Studies and Judaic Studies	Date
<u><i>Eleanor Wakefield</i></u> <small>Eleanor Wakefield (Jul 26, 2022 09:37 PDT)</small>	Jul 26, 2022
Eleanor Wakefield Instructor, English	Date
<u><i>Nathan Whalen</i></u> <small>Nathan Whalen (Jul 26, 2022 15:10 PDT)</small>	Jul 26, 2022
Nathan Whalen Senior Instructor II, Romance Languages	Date
<u><i>Heather Wolford</i></u> <small>Heather Wolford (Aug 1, 2022 09:28 PDT)</small>	Aug 1, 2022
Heather Wolford Organizing Director, United Academics	Date

APPENDIX 1: IMPLEMENTATION AGREEMENTS

The parties have agreed to take certain actions to implement commitments made in the course of bargaining the successor agreement as provided below.

Agreement 1: Research Assistant Category Types. The parties agree that the University will conduct a review of each position in the Research Assistant category as to determine their type (A, B, or C) under Article 15, Section 3. Research Assistant positions will be recategorized into their appropriate type no later than June 30, 2023. No bargaining unit faculty member will have their salary or rank reduced as a part of this agreement.

If the review specified above determines the duties of a current Research Assistant position are more closely aligned with a different research category, a bargaining unit faculty member may agree to be recategorized into the appropriate category. No bargaining unit faculty member will have their salary or rank reduced as a part of this agreement.

Notices of recategorization or reclassification will inform the bargaining unit faculty member that they may reach out to the Union (info@uauoregon.org) or the University (uoelr@uoregon.edu) if they believe the final determination is in error.

Agreement 2: Unit-Level Policies. The parties agree that the Office of the Provost shall require the following unit-level policies to be revised through the process specified in Article 4 with attention to the policy development guidelines in Appendix 2 and the relevant Article(s) of the Agreement:

- Merit Review, if more than five years old as of June 30, 2022.
- Professional Responsibilities (Article 17), such revisions should align unit-level policies with Article 17 and should be modified as necessary to address the University's goals on diversity, equity, and inclusion with particular focus on course loads of 9 or more. Discussions should include course allocation across terms, preparation time, number of new course development and preparations, number of contact hours, size of classes, teaching load variation, course maximums, and support mechanisms for faculty with heavy teaching loads. Unit faculty-approved policy regarding course loads shall be considered by the administration consistent with Article 4 obligations.
- Career Faculty Review and Promotion (Article 19), such revisions should align unit-level policies with Article 19 and should be modified as necessary to address the University's goals on diversity, equity, and inclusion. Units that employ faculty in Limited Duration classifications should revise faculty review policies for relevant classifications and categories consistent with Appendix 2. Revisions will remove references to contracts to reflect the expectation of continuing employment, and classifications and categories must align with those in Article 15.
- Tenured and Tenure-Track Review and Promotion (Article 20), such revisions should align unit-level policies with Article 20 and should be modified as necessary to address the University's goals on diversity, equity, and inclusion.

Units should prioritize their efforts to allow for approval of their merit review policies by June 15, 2023 and all other policies specified above by June 15, 2024.

Agreement 3: Faculty Service. Following the work of the University Senate Task Force on Service, the parties will convene a committee in AY2022-23 to discuss and advance the equitable distribution of faculty service assignments. Final agreement between the parties, if any, to modify this Agreement will be specified in an MOU.

Agreement 4: Paid Family Leave. The parties will monitor the issuance of final rules by the Oregon Employment Department regarding HB 2005(2019), Paid Family and Medical Leave Insurance (PFMLI). The parties agree to discuss the impact of the statute for bargaining unit faculty members, if any. Such discussion may also include the need for and implementation of a donated sick leave pool for bargaining unit faculty members. Final agreement between the parties, if any, to modify this Agreement will be specified in an MOU.

Agreement 5: Childcare Community Partnership Investment Fund. The parties are committed to supporting bargaining unit faculty members in caregiving and childcare while recognizing that broader solutions require broader partnerships. The University will establish a one-time pool of \$500,000 to help provide necessary start up and one-time funding to organizations establishing or expanding childcare services in Eugene, in exchange for guaranteed spots for UO employees at least 40% of which will be offered first to children of bargaining unit faculty members. Grants from the pool will be determined by the University and informed by a joint committee consisting of representatives from the Union and the University.

The parties agree to meet in Fall of 2024 to review the effectiveness and usage of the Travel Support Fund (Article 34 Caregiving, Section 3).

Agreement 6. Career Faculty Internal Equity Study. The Parties mutually recognize the importance of salary equity and have agreed to the following strategy for Fiscal Year 2023 to identify any salary inequities for Career instructional faculty. The University and UA will appoint representatives to an advisory group to work with an outside consultant on a Career instructional faculty internal equity review. The outcomes of this review will be used by the University in an advisory nature to inform decisions on Career instructional faculty equity.

- **Outside Consultant.** During Fall 2022, the University shall issue a "Request for Proposal" (RFP) seeking an external consultant with experience in equity studies within higher education. The Union shall have an opportunity to provide feedback on the RFP, participate in the consultant selection process (e.g. reviewing proposals, viewing presentations), and provide recommendations to the University as to its preference for a consultant. The parties agree that the University has final authority to select the vendor of its choice.

- 1 • **Study Parameters.** The parties will serve in an advisory capacity with deference to the
2 expertise of the outside consultant.in designing a study that incorporates industry-wide
3 best practices for evaluating whether internal salary inequities exist within the Career
4 instructional faculty. The parties agree to work with the outside consultant to explore a
5 study that seeks to determine if inequities exist that cannot be explained by legitimate,
6 non-discriminatory reasons such as performance, years of experience, education,
7 discipline, specialization, rank, and position expectations. The study's parameters
8 ultimately shall be decided by the University, with input from the Union.
9
- 10 • **Access to Faculty Information.** The parties expressly agree that the consultant will have
11 access to demographic, salary, and other relevant faculty information in order to complete
12 the equity study.
13
- 14 • **Study Results.** The parties agree that they expect the study to be completed by June 30,
15 2023. The University agrees to provide the Union a summary of the findings of the equity
16 study and the Union will provide recommendations to the University for salary equity
17 considerations for bargaining unit faculty members based on the report. Final
18 determinations regarding the assessment of salary equity will be made by the University.
19
20

21 **Agreement 7. Tenure Reduction Plan.** The parties will negotiate on Article 31: Tenure
22 Reduction Plan in Fall 2022 with the intent to agree to an MOU that will replace Article 31 by
23 December 31, 2022. If no MOU is agreed to by December 31, 2022 the University's Article 31:
24 Phased Retirement proposal (June 15, 2022) will go to UA members for ratification in January
25 2023 with new sign ups ending January 1, 2024 for the Tenure Reduction Option (Section 4).
26
27 Status of or concerns about implementation of the agreements above or other commitments made
28 in the body of the parties' successor agreement shall be first discussed in Joint Labor
29 Management Committee.

APPENDIX 2: UNIT POLICY DEVELOPMENT GUIDELINES

These guidelines are for new units or departments in their policy development and existing units or departments in any unit-level policy revisions. Departments or units must follow the processes in Article 4 to develop or revise their unit-level policies. These guidelines should be read in-line with the relevant articles.

Merit Review Policies:

Every unit will have a policy for distributing merit pool money to bargaining unit faculty members who meet or exceed expectations for teaching; research, scholarship, and creative activities; and service, in accordance with the unit's Article 17 professional responsibilities policy and individual faculty member's assigned duties. Criteria should be clear and consistent with those relevant to Article 19: Career Review and Promotion and Article 20: Tenure Review and Promotion. Policies should describe how the levels (meets or exceeds, etc.) are used in determining individual merit increases. Merit distributions should be given as a percentage of base salary, irrespective of FTE in any given review period, and not as a flat dollar amount.

Professional Responsibilities Policies:

Workload Expectations: The faculty in each department or unit will maintain a written policy for the assignment of professional responsibilities. Unit-level policies shall define a 1.0 FTE workload for all instructional classifications, categories, and ranks employed by the department or program and shall address how each of the following items contribute to the overall FTE. Unit-level policies should reflect consideration for the equitable distribution of service across faculty.

For non-instructional classifications and where Tenure-related, Career, or Limited Duration faculty are not aligned with the unit-level 1.0 FTE workload expectations, 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

Assignment Considerations: 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. Caregiving responsibilities at the request of the faculty member
- e. Timing of activities (e.g., publication and grant deadlines, course load in given terms, and promotion review dates)
- f. Job description

Tenure, Review, and Promotion (Tenured and Tenure-Track):

Reviews, Tenure, and Promotion: Each department's or unit's tenure-track and tenured review 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 that meets university-wide teaching standards established by the University Senate, to the extent applicable, in courses taught and in contributions to ensuring academic success for undergraduate and graduate students, as applicable;
- c. Ongoing, 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.

In each of the areas above, unit-level policies must consider and define contributions that demonstrably promote diversity, equity, and inclusion.

Promotion to Full Professor: The criteria for promotion from associate professor to professor will consider the research, teaching, service, and contributions to the promotion of diversity, equity, and inclusion by the candidate. Additionally, criteria must require the candidate be recognized as an outstanding scholar in their field, at least at the national level, with a sustained high-quality, innovative, trajectory of scholarship, and require that the candidate have engaged in significant service demonstrating leadership and commitment both within and outside the candidate's department or unit.

Post-Tenure Reviews: Unit-level criteria must be consistent with Article 20, Section 38 and must include a determination if the faculty member meets, exceeds, or does not meet expectations in their assigned duties. In general, an associate professor meets or exceeds expectations in a third-year review if they are on track for a successful promotion to full professor. In general, a full professor will meet or exceed expectations in a third-year review if they are on track to meet or exceed expectations in their next sixth-year major review.

Criteria for post-tenure reviews must recognize that the focus of a faculty member's professional activities may shift over time. As tenured full professors move through their careers, however, some may redirect their energies. Some may wish, for example, to devote proportionately more time to research, teaching, advising, administration, and University service than they did as

1 assistant or associate professors. If that is the case and if the desired shift in balance is consistent
2 with the academic program areas, department's, unit's, and college's needs, a balance of
3 activities not specified in the standard workload of the department or unit may be established by a
4 written agreement between the faculty member and the department and approved by the
5 appropriate dean and the Office of the Provost, as provided for in Article 17. Consequently,
6 expectations and goals for individual faculty members may be changed to reflect the resulting
7 balance of activities.

10 **Review and Promotion (Career and Limited Duration):**

12 The faculty in each department or unit that employs Career and Limited Duration faculty will
13 maintain written procedures and criteria for the review of Career and Limited Duration faculty,
14 which must comport with Article 19 and the general guidelines below.

16 All faculty are expected to contribute to the University's goals regarding diversity, equity, and
17 inclusion. These contributions may be in the areas of research, teaching, and service activities, as
18 appropriate given the faculty member's job duties. Each candidate for promotion and continuous
19 employment reviews should be evaluated on their own merits.

21 ***Instructional Career Performance Reviews:*** Criteria for Career instructional performance
22 reviews should reflect the following:

- 23 • To the extent applicable, in evaluating the performance of teaching, reviews must
24 consider at minimum information from Student Experience Surveys, peer review(s), and
25 the faculty member's Instructor Reflection surveys and/or teaching statements for the
26 review window. For instructional Career faculty, student experience surveys will be
27 offered for all courses with five or more students, which will be considered in light of the
28 response rate. Instructional Career faculty are expected to undergo at least one peer
29 review of teaching per review window. The department or unit will establish a time frame
30 for notification to the Career faculty member before a peer review is conducted.
- 31 • To the extent applicable, Career instructional faculty will be reviewed based on their
32 service. Service is defined in unit level rules and may include activities performed for the
33 unit, University, field, and community.
- 34 • To the extent applicable, Librarians will be reviewed for demonstrated achievement in
35 their professional roles in the Library.
- 36 • To the extent applicable, in evaluating the performance of required professional
37 development activities, the review will consider the availability of professional
38 development funds, opportunities for professional development, and the Career
39 instructional faculty member's efforts to secure funding (if applicable).
- 40 • To the extent applicable, the evaluation of scholarship, research, and creative activity will
41 include an assessment of work quality, impact on the field nationally and internationally,
42 and overall contribution to the discipline or program.

44 ***Instructional Limited Duration Faculty Performance Reviews:*** Units that employ instructional
45 faculty in Limited Duration classifications should establish a performance review framework for
46 limited duration faculty that aligns with the scope, duration, and duties of their appointments.

1 Performance reviews for limited duration faculty should, except in cases where units specify
2 otherwise, typically be informal and conducted annually.

3
4 ***Instructional Career Promotion and Continuous Employment Reviews:*** Criteria for promotion
5 and continuous employment reviews should reflect the general expectations appropriate to each
6 category and rank employed by the department or unit, which should be consistent with the
7 department or units' professional responsibilities policy and must allow for differentiation based
8 on the particular duties and position descriptions of review candidates. Generally, a sustained
9 record of excellence in the following areas, as appropriate, is expected:

- 10 • Quality and versatility of teaching: Career instructional faculty must possess the ability to
11 teach effectively at multiple levels in undergraduate and/or graduate courses but will be
12 assessed on their effectiveness in the courses they have been assigned to teach.
- 13 • Service: Career instructional faculty will demonstrate regular participation in the business
14 of the department or unit and the University (e.g., committee work).
- 15 • Administrative Duties: Career instructional faculty will demonstrate evidence of
16 excellence in development and maintenance of any additional administrative duties
17 assigned to them beyond regular department service.
- 18 • Commitment to the profession: Career instructional faculty should demonstrate evidence
19 of professional activities that help them stay current in both course content and
20 instructional methodology. Other activities that promote professional growth are also
21 relevant (e.g., conference and workshop attendance, scholarly activities such as materials
22 development, development of assessment tools, etc.).

23
24 ***Research Career Performance Reviews:*** Criteria for Career research performance reviews
25 should reflect the following:

- 26 • Career research faculty will be reviewed to assess the quality of work performed and the
27 outcomes of their contributions to the research program. To the extent applicable, the
28 evaluation of scholarship, research, and creative activity will include an assessment of
29 work quality, impact on the field nationally and internationally, and overall contribution
30 to the discipline or program.
- 31 • As applicable, Career research faculty will be reviewed based on their service. Service is
32 defined in unit level rules and may include activities performed for the unit, University,
33 field, and community.
- 34 • As applicable, Career research faculty will be reviewed based on their performance of
35 required professional development activities, the review will consider the availability of
36 professional development funds, opportunities for professional development, and the
37 Career research faculty member's efforts to secure funding (if applicable).

38
39 ***Research Limited Duration Faculty Performance Reviews:*** Units that employ research faculty
40 in Limited Duration classifications should establish a performance review framework for limited
41 duration faculty that align with the scope, duration, and duties of their appointments. Review
42 considerations will typically mirror those of Career research faculty as appropriate.

43
44 ***Research Career Promotion and Continuous Employment Reviews:*** Criteria for promotion and
45 continuous employment reviews should reflect the general expectations appropriate to each
46 category and rank employed by the department or unit, which should be consistent with the

department or units' professional responsibilities policy and must allow for differentiation based on the particular duties and position descriptions of review candidates. Position specific criteria will be based on the most important professional responsibilities as described in a faculty member's position description to accommodate a wide range of research activities and expectations. Evaluations of research faculty funded by sponsored projects will also reflect the activities that they have been funded to do.

Summer Session Policies:

Every unit will have a policy for the appointment, professional responsibilities, course cancelation and compensation for Summer Session work. Appropriate programs, like Global Education Oregon (GEO), may also implement summer session appointment policies. Programs with summer session policies may also include rules with respect to compensation, appointment, and budgeting.

Professional Development Policies:

Every unit will have a policy setting forth the procedures and criteria for applying for and/or distributing available professional development funds. Policies must (a) provide that both Career and Tenure-Track and Tenured bargaining unit faculty members are eligible to compete for professional development funds and (b) comply with all provisions of the collective bargaining agreement. Centers, institutes, or units not embedded in an academic unit and comprised of a majority of funding-contingent faculty members are exempt from the unit-level professional development policy requirements.

Internal Governance Policies:

Policies for internal governance must include provisions for appropriate documentation of decisions and for the appropriate and equitable participation of faculty in the Tenure-Track and Tenured and Career 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), 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 faculty 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

1 absolute proportionality in governance for all faculty classifications and ranks.

- 2
- 3 c. Career faculty whose teaching is primarily at the undergraduate level (e.g.
- 4 instructors) may participate and vote on undergraduate curricular
- 5 matters. Career faculty whose teaching is primarily at the graduate level (e.g.
- 6 lecturers) may participate and vote on graduate curricular matters. Career
- 7 faculty whose teaching is routinely at both levels, may participate and vote at
- 8 both levels.

APPENDIX 3: TENURE REVIEW FILE CHECKLIST

The tenure review file forwarded to the Provost or designee should include the following:

- Promotion and tenure checklist
- Voting summary
- Criteria for tenure and promotion
- Dean's evaluation and recommendation
- School- or college-level personnel committee recommendation, where applicable
- Department or unit head's evaluation and recommendation
- 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 evaluating the candidate's materials
 - Documentation of declinations to review (typically copies of email notifications)
 - Any solicited 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, which includes a discussion of contributions to diversity, equity, and inclusion (signed and dated by the candidate), as seen by the external reviewers
- Statement of waiver, partial waiver, or non-waiver (signed and dated by the candidate) (see Article 8, Personnel Files)
- A statement of duties and responsibilities that specifies any unique or unusual expectations associated with the faculty member's appointment
- 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 drawn from the system of student evaluation of teaching that was in effect prior to Fall 2019; summary information drawn from the Student Experience Surveys that were effective as of Fall 2019
 - 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, drawn from the system of student evaluation of teaching that was in effect prior to Fall 2019 and summary information drawn from the Student Experience Surveys that were effective as of Fall 2019, which will be considered in light of the response rate.
 - Peer evaluations of teaching: A minimum of three such evaluations is required. These should be aligned with the university-wide teaching standards as established

- 1 by the University Senate.
- 2 ● A copy of the dean's summary and provost's decision from any mid-term review
- 3 conducted.
- 4 ● Additional materials deemed necessary or advisable by the dean or Provost or designee
- 5 ● A supplementary file, including a table of contents, which typically includes:
- 6 ○ Full curriculum vitae of each external reviewer, if provided
- 7 ○ Evidence of professional activities, including publications, as provided in the
- 8 Scholarship Portfolio
- 9 ○ Contributions in teaching, service, and scholarship (as appropriate) that
- 10 demonstrably promote diversity, equity, and inclusion.
- 11 ○ Written student evaluations of teaching drawn from the system of student
- 12 evaluation of teaching that was in effect prior to Fall 2019
- 13 ○ A teaching portfolio, commonly including sample course materials such as syllabi,
- 14 exams, homework assignments, etc. This material should be representative, not
- 15 comprehensive, and may include other submissions, such as electronic websites
- 16 for courses and other presentations of teaching efforts and innovations
- 17 ○ A service portfolio, commonly including evidence of the candidate's service
- 18 contributions to their academic department, center or institute, school or college,
- 19 university, profession, and the community. As available, such evidence could
- 20 include white papers authored or co-authored by the faculty member,
- 21 commendations, awards, op ed pieces, and/or letters of appreciation. The portfolio
- 22 may also include a short narrative elaborating on the faculty member's unique
- 23 service experiences or obligations

APPENDIX 4: UNIVERISTY DISTINGUISHED TEACHING PROFESSOR PROGRAM

Section 1. Title, eligibility, and appointment process. Excellent teaching is fundamental to the mission of the university. In support of that mission, the university will create a Teaching Professor title to be conferred upon a select number of highly qualified teachers chosen through a process of nomination and self-nomination. Qualified faculty are Career faculty at the rank of Senior Instructor II or Senior Lecturer II who can demonstrate excellence in teaching through their previous evaluations, relevant awards and accomplishments, and application materials. The number of appointments provided each year will be determined by the Office of the Provost based on the institution's financial capacity and operational needs.

Section 2. Selection. The Office of the Provost will convene a Teaching Professor Selection Committee consisting of five members chosen by the Office of the Provost from the Provost's Teaching Academy and/or Teaching Professors, and ex officio members from the Office of the Provost (e.g., Teaching Engagement Program and/or Academic Affairs). The committee will include at least three faculty members with current teaching responsibilities. The purpose of the selection process is to ensure that candidates have achieved and can be expected to maintain an exceptional record of teaching and contributions to the university's instructional mission. At the conclusion of their work the Teaching Professor Review Committee will rank and make a written recommendation to the Provost for each of the individual candidates. The Provost will decide the selection from among the candidates for the program and grant those selected the category and rank of Teaching Professor. Candidates not selected by the Provost may nominate or self-nominate in future years.

Section 3. Duration. University Distinguished Teaching Professor program participation generally lasts for three academic years following appointment. During the three academic years associated with the program, appointees will be provided with a reallocation of effort from teaching to the leadership projects described below. This reallocation will be determined on a case by cases basis but is generally equivalent to two course releases and a \$3,000 stipend.

Section 4. Title. After completion of the University Distinguished Teaching Professor program the Teaching Professor category and University Distinguished Teaching Professor title will remain in place for the duration of the appointee's employment with the university.

Section 5. Duties. During the course of the program (Section 3) these benefits are provided in order to allow the faculty member to pursue significant teaching projects or grants that will have a transformative impact on undergraduate and graduate teaching practices; foster inclusiveness excellence in the curriculum; and collaborate on programmatic and curricular innovation. Specific projects may be assigned by the Office of the Provost in consultation with the faculty member.

Section 6. TEP Support. The Teaching Engagement Program in the Office of the Provost will provide support to assist University Distinguished Teaching Professors with their projects. Through this affiliation, University Distinguished Teaching Professors will participate in a variety of activities across the campus that promote teaching excellence.

- 1 **Section 7.** University Distinguished Teaching Professors serve at the discretion of the Provost.

APPENDIX 5: AGREEMENT ON THE AMERICAN ENGLISH INSTITUTE

Principles:

1. The College and the American English Institute (AEI) want the AEI to be a vibrant institution during both high and low enrollment periods. It recognizes that instructors are vital in achieving this goal, and that it is also critical to have a stable core group of Career instructors as the foundation of AEI's educational operations.

2. The AEI is subject to fluctuations in enrollments that are uncommonly volatile relative to any other program on campus. There are both substantial short-run fluctuations and long-run trends that are difficult to forecast. In recent years (and currently) it has not been uncommon for the AEI to have twice (or more) the amount of FTE committed to instruction than is actually needed to address enrollment, resulting in large losses to AEI and the College. As a result, the ability of AEI to flexibly scale its instructional expenses to its enrollments is critical for remaining viable.

Proposal:

1. Core Faculty.

- a. **Employment:** The AEI will maintain a core group of Career instructors ("Core Faculty") who will maintain an annualized FTE of 0.67 to 1.0 FTE. FTE assignments will be based on enrollment and operational needs, as well as faculty preferences when enrollment and operational needs allow. Except as stated in this MOU, the Core Faculty members will have the terms and conditions of employment for Career faculty under the CBA. Each term, FTE for Core Faculty will be communicated at least 60 days before the start of the term – once communicated during sixty-day pre-term time frame, FTE for the following term cannot be changed without the Core Faculty member's consent.
- b. **Core Faculty Minimum Percentage:** The total FTE allocated to the Core Faculty will be at least 25% of the AEI's combined total FTE in its AEIS and IEP programs ("Core Faculty Minimum Percentage"). Except as stated in the Transition Section below, the number of Core Faculty will be based on the Core Faculty Minimum Percentage. If AEI enrollments are such that the actual FTE of the Core Faculty falls below the Core Faculty Minimum Percentage for the past year, and if enrollments for the following year are forecast to be at the same level or higher as the past year, one or more instructors from the AEI Instructor Pool will be converted to Career instructor and 36 added to the Core Faculty, thus increasing the forecasted FTE of Core Faculty to at least 25% of total FTE. Determination of who is converted to Core Faculty out of the AEI instructor pool will be based on programmatic need (grant awardees, specific educational background such as a Ph.D. or specialized training), rank (including Affiliate status explained below), past performance for AEI, and years of teaching experience.

2. AEI Instructor Pool.

- a. Pool: The AEI will maintain a pool of instructors as ongoing Pro Tem Faculty to fill the remaining FTE (i.e. the FTE remaining after Core Faculty assignments have been made) each year. The pool will be called the AEI Instructor Pool. Instructors can be in this pool for AEI indefinitely, unless they are removed through section c below or through other provisions of the CBA, without any obligation by the UO to convert them to a Career instructor.
- b. Pool Assignments: When FTE is available, FTE assignments will be based on programmatic need (grant awardees, specific educational background such as a Ph.D. or specialized training), past performance, rank, and years of experience teaching for the AEI criteria that will be publicly available (these criteria and others will be in the prioritization matrix). The criteria in the prioritization matrix can only be amended through mutual agreement between the University and the Core Faculty.
- c. FTE: FTE assignment will follow a process of providing the faculty with the highest rank using the prioritization matrix with courses until they have a full 1.0 FTE assignment for the term, or they have declined an assignment, before turning to the second-highest-rank instructor, and so forth through the pool as course assignments become available. Faculty who have declined FTE assignments for four consecutive quarters may be removed from the pool.
- d. Instructor preferences: AEI may continue the practice of obtaining instructor scheduling preferences for faculty members in the pool and considering those preferences when assigning FTE to them. A faculty member does not “decline” a course by submitting their preferences through AEI’s instructor preference process unless the faculty member states that they are not available to work that academic year, which will count as two declinations.

3. Transition.

- a. Core Faculty Transition: For AY 21-22, there will be up to six Core Faculty. Core Faculty will be those faculty members who hold the rank of Senior Instructor II in AY 20-21 or who receive promotion to Senior Instructor II in AY 21-22. If there are more than six faculty who meet these criteria, the six Core Faculty will be selected using the current AEI priority matrix.
- b. Remaining Faculty Transition: All remaining instructors in the AEI will be given notice as soon as possible and will be placed into the AEI Instructor Pool beginning in AY 2021-22. Notwithstanding the above, faculty placed in the AEI Instructor Pool through this transition process will be provided with FTE in AY 20-21 equivalent to the FTE left in their current Career contracts.

- 1 c. Affiliate Faculty: Current Career faculty who are placed in the AEI instructor Pool
- 2 will have the title of “Affiliate Faculty” and have all the rights pursuant to the Pro
- 3 Tem faculty classification under the CBA as well as any other rights under this
- 4 agreement. Affiliate Faculty are eligible to participate in internal hiring processes
- 5 while they are in the AEI Instructor pool. Affiliate Faculty will be compensated at
- 6 the same salary rate as when they were employed as Career faculty for AEI, plus
- 7 any raises applicable to Pro Tem faculty negotiated while they are in the AEI
- 8 Instructor Pool.