

UNIVERSITY OF OREGON FINAL OFFER (FEBRUARY 25, 2025)
Negotiations with United Academics (UA)

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Existing Articles and Appendices not listed above are assumed to be included in the final Agreement between the parties.

The University reserves the right to add to, modify, or amend proposals during the course of negotiations.

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Document Color Key: Article language below is color coded as follows:

- UA proposed language
- ~~UA proposed deletion~~
- UO proposed language
- ~~UO proposed deletion~~
- Accepted language
- ~~Deletions accepted~~
- Status quo language
- Restored status quo language

Language appearing in brackets [example] is not intended to be included in the final Agreement but are comments to assist with understanding ideas, context, or formatting changes.

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. Written offers regarding terms and conditions of employment made by the Office of the Provost or designees, including Deans and Department Heads, are 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.** Since a potential bargaining unit faculty member who is offered a position at the university has the right to negotiate a starting package, Human Resources will maintain a website outlining the elements of a starting package that are traditionally negotiated by incoming hires, including but not limited to:~~

- ~~a. Relocation expenses, including offsets for tax obligations~~
- ~~b. Salary~~
- ~~c. Research funding~~

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~~d. Additional Academic Support Account funds~~

~~e. Stipends related to endowed chairs~~

~~f. Graduate Employee Support~~

~~g. Office or lab space~~

~~h. Office or lab equipment~~

~~i. Partner hire~~

~~j. Credit for prior service and research~~

~~k. Course load/releases~~

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

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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 forgo 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 forgo 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

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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 (excluding any funding-contingent 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 agreed upon 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.

[inserted list formatting for clarity]

- a. 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.
- b. 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.
- c. Career faculty members hired at a promoted rank who have not achieved eligibility for the notice period under d. will have a notice period before being laid off of at least:

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- i. 90 ~~180~~ days before being laid off for any reasons other than performance.
- ii. 30-days in their first year of employment or 90-days in their second or subsequent year of employment if for performance reasons.
- d. Career faculty members ~~They~~ will have a notice period of at least 365 days before being laid off once they have successfully completed a promotion in rank review or successfully completed ~~(meets expectations in all areas)~~ a continuous employment review at the University.

~~Career faculty members who have achieved promotion will have a notice period of at least 365 days before being laid off. Career faculty members who have been hired at higher ranks will be granted the notice period that corresponds to such rank.~~

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 ~~at the institution, followed by consideration of rank~~ (Pre-promotion first, then Senior I, then Senior II). The order of layoffs may also take into consideration the equity goals of the university.

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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.

~~**Section 18.** Limited duration faculty whose employment will not be renewed will be provided with career transition resources and information on subscribing to position announcements at the university.~~

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.

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Bargaining unit faculty members with funding-contingent appointments who have achieved promotion shall receive at least 30 ~~60~~ days' notice before being laid off. Funding-contingent ~~Career~~ faculty members who ~~are in their second or subsequent years of employment, but who~~ have not achieved promotion ~~will have a notice period of at least 30 days before being laid off.~~ ~~Funding-contingent faculty members who are in their first year of employment~~ are not subject to notice before being laid off (although at least 30 days' notice is encouraged).

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.

~~All Career instructional bargaining unit faculty members at 1.0 annualized FTE shall be assigned at least .2 FTE for professional development and service.~~

~~All bargaining unit faculty members in instructional classifications and categories at 1.0 annualized FTE shall be assigned at least 0.1 FTE for professional development. Bargaining unit faculty members teaching nine or more classes with 1.0 FTE shall have their course load reduced by one course to allow FTE for professional development.~~

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~~All bargaining unit faculty members in instructional classifications and categories at 1.0 annualized FTE shall be assigned at least 0.1 FTE for service expectations.~~

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/~~creative work~~, 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~~ adjustments to schedules or assignments, ~~which shall not be unreasonably denied.~~

Section 4. Each bargaining unit faculty member must be fully engaged in teaching, research/~~creative work~~, 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. ~~There is no expectation that a faculty member engage in service work for the University outside of their contract period, and A bargaining unit faculty member's election to not engage in service work outside of their contract period shall not be considered in the assessment and review of their performance.~~

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

~~{Acceptance of lines 99-104 is contingent upon the administration accepting the Union's language in lines 129-132 on overload appointments}~~

- 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. ~~Except by mutual agreement, a bargaining unit or as the result of an unsuccessful development plan, TT faculty will not be expected to teach more than two courses (3-5 credit courses) in a term. and Career Except by mutual agreement, Except by mutual agreement, a Career faculty member will not be expected to teach more than three courses (3-5 credit courses) in a quarter-term unless the faculty~~

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~~member agrees.~~

- b. If it is not possible to replace the course assignment within the same academic year, the department may provide an equivalent, alternative assignment ~~or combination of assignments~~ 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. ~~;~~ ~~or (4) work normally completed by a GE~~

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 a course release ~~as follows: when the~~

- a. ~~When overload duties are completed in Fall or Winter, the course release must should be taken in the same academic year as the overload duties unless authorized by the Office of the Provost if practicable.~~
- b. ~~When overload duties are completed in the Spring, the course release must should be taken the following Fall term unless authorized by the Office of the Provost. academic year. release, or within one year of the release.~~

No bargaining unit faculty member may be disciplined or terminated for refusing an overload assignment.

Appointments for which compensation is paid, in whole or in part, with ~~sponsored federal~~ funds may be ineligible for overload appointment or compensation.

~~**Section 7.** Bargaining unit faculty members will be eligible to buy out courses with external grant funds or other research funds at the rate of 10% of their base salary.~~

Article 17

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ARTICLE 26. SALARY

Section 1. FY25 One-Time Payment and Salary Increase. All active bargaining unit faculty members will receive a one-time payment of \$1,700 (prorated based on their FTE). Additionally, all active bargaining unit faculty members, except for Postdoctoral Scholars, will receive a 4% increase to base salary. If ratification of this Agreement takes place on or before the 15th of a month, the increase will be applied back to the 1st of the ratification month, if ratification takes place after the 15th of a month, the increase will be applied the 1st of the month following ratification.

Section 2. Merit-Tenured, Tenure-Track, and Career Merit Increases (FY26 and FY27). a. Across the Board Increase. ~~On January 1, 2025, bargaining unit faculty members in the Tenured and Tenure-Track and Career classifications who held a UO faculty appointment on or before July 1, 2024, shall receive an increase to base salary of 4% 3%.~~ **b.** In addition to the meritorious salary increases associated with successful promotion, tenure, ~~and six-year-post-tenure, and Career continuous employment~~ reviews, the University will establish ~~a~~-unit-based pools of ~~3% 6%~~ for salary increases to be distributed solely as merit to eligible bargaining unit faculty members in the Career and Tenure-Track and Tenured classifications as follows:-

Increase Date	Tenure-Track and Tenured	Career
January 1, 2025	3%	3%
January 1, 2026	3%	3%
January 1, 2027	3%	3%

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 ~~preceding the increase date. 2023 2026 and increases will be effective January 1, 2024 2027.~~

a. Eligibility: To be eligible for merit, the faculty member must have an appointment on or before July 1 ~~preceding the increase date, 2023 2026.~~ 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~~ review periods 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. ~~Among faculty who meet expectations for merit raises, it is expected that there will be different levels of accomplishment in teaching, scholarship and creative activities, and service that will correspond to different merit ratings in those categories and overall.~~

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Section 3. Limited Duration Continuing Appointment Increases (FY2026 & FY2027).

Bargaining unit faculty members in the Pro Tem, Visiting, and Retired classifications who both hold an appointment on the corresponding increase date specified below ~~in Section 1~~ and held a UO faculty appointment in the academic and/or fiscal year preceding the corresponding increase date, shall receive an increase to base salary as follows: ~~of 2% on the corresponding increase date.~~

- a. January 1, 2026: 2% increase to base salary;
- b. January 1, 2027: 2% increase to base salary;

~~{Merit table from previous admin proposal deleted for clarity}~~

~~**Section 1. January 2022 2025 Across the Board Increase.** Eligible bargaining unit faculty members will receive a 5% 9.4% 9.14% 8.5% increase to base salary effective January 1, 2022 2025. Eligible bargaining unit faculty members are those with an appointment as of October 31, 2021 2024.~~

~~**Section 2. January 2023 2026 Across the Board Increases.** Eligible bargaining unit faculty members will receive a 2% 4.4% 4.3% 3.62% increase to base salary effective January 1, 2023 2026. Eligible bargaining unit faculty members are those with an appointment as of October 31, 2022 2025. In addition, the University will establish a pool of 2.5% 2.44% of bargaining unit faculty salaries to address external equity issues, and a unit based pool of 2.5% 2.44% to address internal equity issues. Total pool amounts will be determined by the total base salary (prorated for FTE) for eligible faculty members in each group as of October 31, 2025. All equity based salary increases will be effective January 1, 2026. Any funds from the equity pools that are not allocated as equity raises or for units/ranks for which there is no comparator data will be distributed as across the board raises of 2.5% 2.44%. **a. External equity:** “External equity” issues refer to the pattern of differences between average salaries for units (by rank) at the University and average salaries for similar units/ranks at other public universities in the Association of American Universities. The Joint Committee on Equity (see Section 13) shall be responsible for constructing policies and procedures for guiding the distribution of monies in the external equity raise pool to address this pattern of differences according to the following principles: The goal of these raises is to increase by the most the average salaries of those faculty in units/ranks that are farthest from their AAU public comparators. If the pool is insufficient to raise all unit/rank averages to the external comparator levels, the Joint Committee shall prioritize increases for those units/ranks that are farthest from the comparators. Within units/ranks, raises shall prioritize those most underpaid in comparison to external comparators. **b. Internal equity:** “Internal equity” issues refer to a pattern of differences, including compression and inversion among salaries within units and time in rank. The Joint Committee on Equity (see Section 13) shall be responsible for constructing policies and procedures to guide the distribution of monies in the internal equity raise pool. In determining differences in pay, the Joint Committee will account for the University Senate’s study on service, situations of protected classes of faculty, and the Oregon Equal Pay Act. Processes shall include appropriate data analysis, contract and CV reviews, and interviews as necessary.~~

~~**Section 3. January 2027 Merit Increases.** Eligible bargaining unit faculty members will receive a 3.4% increase to base salary effective January 1, 2027. Eligible bargaining unit faculty~~

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~~members are those with an appointment as of October 31, 2026. In addition to the meritorious salary increases associated with successful promotion, tenure, and six-year post-tenure, and Career continuous employment reviews, the University will establish a unit-based pool of 3% 6% 5.78% 5.10% for salary increases to be distributed solely as merit to bargaining unit faculty members in the Career and Tenure-Track and Tenured classifications as follows: 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, preceding the increase date, 2023 2026 and increases will be effective January 1, 2024 2027. a. Eligibility: To be eligible for merit, the faculty member must have an appointment on or before July 1, preceding the increase date, 2023 2026. 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 review periods 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. Merit determinations may not be grieved except for specific allegations of process error(s) or prohibited discrimination and retaliation that materially impacted a determination. Neither the academic judgment and/or application of unit-level criteria of a merit determination may be grieved.~~

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. As of July 1, 2025, the following minimum salary floors will be in effect for all bargaining unit faculty members in the Career, Postbaccalaureate Scholar, ~~Pro-Tem,~~ ~~Visiting,~~ and Retired classifications:

Category	9-month Salary Floor	12-month Salary Floor
PE & Rec	\$33,242	\$40,751
Postbaccalaureate Scholar	\$30,786	\$37,628

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Research Assistant (Type A)	\$30,786	\$37,628
Research Assistant (Type B)	\$33,463	\$40,900
Research Assistant (Type C)	\$36,373	\$44,456
Research Associate	\$40,919	\$50,013
All Others	\$50,013	\$61,127

Salary floors for 9-month appointments are 9/11 of the 12-month salary floor. For those in the Career classification, the salary floor for each rank within a category will be at least 8% more than the salary floor for the preceding rank (e.g. if the 9-month Career Instructor salary floor is \$50,013, then the 9-month Career Senior Instructor I salary floor is \$54,014, and the 9-month Career Senior Instructor II salary floor is \$58,335).

- b. ~~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~~ The minimum salary floors for instructional Pro Tem and Visiting bargaining unit faculty members ~~are~~ **will be** 90% of the corresponding Career floor in subsection (a).
- c. **Postdoctoral Scholars:** Each department or unit that hires Postdoctoral Scholars will maintain a unit-based salary floor that is no less than the Research Associate salary floor in Section 5.a. Departments or units reserve the right to pay at a higher level, so long as salary equity by years of service is maintained. Postdoctoral Scholars are not eligible for merit or across the board salary increases pursuant to this Article but shall receive an increase to base salary at least annually. ~~When a Postdoctoral Scholar’s annual contract is renewed, they shall receive an increase to base salary.~~ **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. Postdoctoral scholars who perform teaching duties will receive the equivalent pay for their teaching responsibilities, or their Postdoctoral salary floor, whichever is higher.

~~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~~

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~~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:~~

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 8% ~~at least 8% 10%~~ 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 a major sixth-year post-tenure review after promotion to full professor will receive an increase to base salary of 8% ~~7.1% at least 4% 6% for meeting expectations in all areas or at least 8% 10% 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 a continuous employment review will receive an increase to base salary of 8% ~~7.1% at least 4% 6% for meeting expectations in all areas or at least 8% 10% 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.

~~**d. Increases are minimums.** All increases specified in this Section are minimum increases. The University may choose to provide additional increases to base salary upon promotion and/or reviews.~~

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 ~~as well as any cases where the Office of the Provost decided not to make a retention offer to a bargaining unit faculty member as well as denials of retention efforts.~~

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. ~~If the University fails to issue pay to a bargaining unit faculty member on time (including but not limited to salary, stipends, overloads, awards), the University shall be liable for any costs incurred by the bargaining unit faculty member as a result of late payment, including but not~~

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~~limited to overdraft fees and late fees assessed for household bills. Bargaining unit faculty members are responsible for checking their pay stub each pay period and to report any discrepancies (e.g., overpayment, underpayment, deduction errors, etc.) to the University in a timely manner. If the University is more than five days late in issuing a bargaining unit faculty member's pay, the University shall also provide the affected bargaining unit faculty member an additional \$50 per day until their full salary is issued.~~

~~**Section 9. Reimbursements.** The University shall reimburse bargaining unit faculty members for their approved expenses (including but not limited to travel, purchases, payroll expenses, and other properly substantiated business and research expenses) in a timely manner. If the University fails to pay such reimbursements within 35 days, the University shall also provide affected bargaining unit faculty members an additional \$50 per day until the reimbursement has been issued.~~

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.

Section 12. Academic Year Appointment Half-Month Pay. Bargaining unit faculty members with academic year appointments (9-month) in positions that are exempt (salaried) will receive a

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full-half-month salary in September and in June at their respective monthly rate. This Section does not apply to those with otherwise partial-month appointments (i.e., single-term only appointments), those not employed in a respective month, or those who have elected a 12-month pay option.

~~**Section 14. Joint Committee on Equity.** The Union and the University agree to form a Joint Committee on Equity (Joint Committee) charged with creating policies and procedures for guiding the distribution of equity pool money. a. **Composition.** The Joint Committee shall be made up of three members appointed by the Union and three members appointed by the University. b. **Internal and External Equity.** The Joint Committee is charged with establishing policies and procedures for guiding the distribution of the monies in the equity pools for internal and external equity (See Section 2). The Joint Committee will first calculate external equity raises and then, using the resulting salaries as the baseline, calculate internal equity raises. c. **Publication.** The policies established by the Joint Committee will be published on the Academic Affairs website and provided by email to the Union. d. **Service Credit for Members.** Whether by the Union or the University, any appointment of a bargaining unit member to the Joint Committee shall be considered a service obligation for that member during the period that the Joint Committee meets. Membership on the Joint Committee shall be considered equitably with other service obligations with respect to workload planning and any review of faculty activity including but not limited to merit raises, promotion and tenure reviews, and post-tenure or post-promotion reviews. e. **Deadline.** The work of the Joint Committee shall be completed October 31, 2025. Should the Joint Committee fail to complete either the external or internal equity adjustments by this date, the monies shall be distributed as across the board raises.~~

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[Note, changes to this Article were proposed by UA and declined by UO. It is included here to conform to the convention of our tracking system and maintains current contract language.]

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 ~~at the University of Oregon for up to 16 credits per term;~~
 - 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. ~~If both parents of a dependent child are bargaining unit faculty members, a full tuition waiver will be granted at the University of Oregon.~~

~~Faculty members who have worked for the University of Oregon for 20 years or more, and have since retired or left employment in good standing, will remain eligible for a tuition discount for the undergraduate education of one dependent child at the University of Oregon.~~

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~~No undergraduate programs taken in residence shall be considered an excluded program. The tuition discount for credits taken at the University of Oregon shall not be less than 70 percent of the resident undergraduate tuition for bargaining unit faculty members.~~

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 cause 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.

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, **or any other member deemed eligible pursuant to Federal or State law**) 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 will provide each bargaining unit faculty members with clear instructions on how to record report-sick leave use.**

The University may require a ~~physician's~~ **physician's** certificate **from a health care provider** 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 health care provider's~~ **physician's health care provider'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. ~~When a bargaining unit faculty member with instructional duties takes partial or intermittent sick leave, the reduction in FTE shall first be applied to teaching duties, unless the faculty member requests that the reduction occur in service assignments.—~~

~~**Section 4. Donated Sick Leave Pool (DSLPP).** The University and the Union will partner to design and implement a Donated Sick Leave Pool (DSLPP) for bargaining unit faculty members by September 1, 2025.—~~

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Section 4. Paid Leave Oregon. The University will comply with all applicable laws and regulations associated with Paid Leave Oregon, including ensuring access of all eligible bargaining unit members to the benefits of Paid Leave Oregon via the equivalent plan.

Bargaining unit faculty members who utilize the Paid Leave Oregon program but do not receive 100% of their regular salary, may, if the employee chooses, use appropriately qualifying paid sick time, vacation leave, or any other paid leave available. Bargaining unit faculty members shall determine the order in which they will use the appropriate leave options for topping off up to 100% of their regular salary.

To the extent required by the Paid Leave Oregon law, applicable provisions of the CBA, or state laws regulating employee benefits, bargaining unit members accessing the Paid Leave Oregon program who use eligible accrued leave hours to make up the difference between their Paid Leave Oregon benefit amount and their regular salary amount will continue to have their non-Paid Leave Oregon leave (i.e., accrued vacation and sick) gross wages accrue all benefits to which they are eligible.

When the administration is notified by The Standard (or other equivalent plan provider) that a bargaining unit faculty member's claim has been approved for Paid Leave Oregon and benefits have been calculated, the faculty member will be informed within 10 days of their ability to use eligible accrued leave hours to make up the difference between their Paid Leave Oregon benefit amount and their regular salary amount. ~~Bargaining unit faculty members shall have a maximum minimum of 5-10 days to respond to such notice. In the event that a faculty member is unable to respond, the default option shall be to utilize eligible accrued leave hours to make up the difference between their Paid Leave Oregon benefit amount and their regular salary amount.~~

~~In cases of emergency leave, bargaining unit faculty members shall be allowed to retroactively apply accrued leave to make up the difference between their Paid Leave Oregon benefit amount and their regular salary amount.~~

Section 5. 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 6. Sick Leave Advance for Employee's Own Health Condition. 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 the employee's own injury or illness ~~for qualifying reasons under the Oregon Sick Time Law (ORS 653.601 et seq.)~~ through a combination of accrued sick leave (Section 2 & 3), and advanced sick leave ~~under this Section, and leave from the Donated Sick Leave Pool.~~ 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~~ ~~qualifying event~~ ~~reason~~ and 520 hours; faculty employed at less than 1.0 FTE are eligible to receive a sick-leave-with-pay advance proportional to FTE to provide the difference between sick leave earned as of the onset of the ~~illness or injury~~ ~~qualifying event~~ ~~reason~~ and a prorate of 520 hours. As sick leave is earned, the amount shall replace any sick

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leave advanced until all advanced time is replaced with earned time. No more than a 520-hour sick leave advance is available during a seven-year period that begins with the first sick leave advance. More than one sick leave advance is possible as long as the total advance does not exceed 520 hours during a seven-year period.

Bargaining unit faculty members cannot receive an advance that extends beyond the end date of their current ~~contract or~~ appointment except upon written approval of the Office of the Provost.

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

Section 7. A bargaining unit faculty member is entitled to transfer to the University of Oregon with all unused sick leave earned with any Oregon public university, provided the break in service prior to transfer does not exceed ~~one four months~~ year. A bargaining unit faculty member who leaves employment with the university, and then is rehired before the end of the fiscal year of the last day of employment, is entitled to reinstate the previous unused, accrued sick leave. A bargaining unit faculty member who terminates employment is not entitled to compensation for unused sick leave including in the calculation of retirement benefits under PERS.

Section 8. Bargaining unit faculty employed at 0.50 FTE or greater to teach summer session or to work on summer wage appointments are eligible to accrue and to use sick leave during the period of such appointment as provided in this Agreement.

Parental Leave

~~**Section 9.** The University will provide bargaining unit faculty members with parental leave consistent with the provisions of unpaid leave upon the birth or adoption of a child as provided by the Family Medical Leave Act (FMLA), and the Oregon Family Leave Act (OFLA), and paid leave as provided by Paid Leave Oregon.~~

Section 9. Paid Parental Leave Options: Bargaining unit faculty members may elect one of the following options for parental leave upon the birth or adoption of a child:

- a. **Option 1: Paid Leave Oregon:** Bargaining unit faculty members may take parental leave under Paid Leave Oregon concurrent with the Family Medical Leave Act (FMLA) upon birth, adoption, or foster placement for up to 12 to 14 weeks subject to the allowances of Section 4.
- b. **Option 2: Other Parental Leave:** ~~For leaves not taken under Paid Leave Oregon, b~~ Bargaining unit faculty members in the Tenure Related and Career Related classifications that are not eligible for Option 1 may take leave under FMLA ~~or OFLA~~ with pay, in the following manner:

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- i. **The first 6 weeks.** As part of the first six weeks of leave, the bargaining unit faculty member must use any available Short-Term Disability Insurance benefits, all accrued vacation leave and all but 80 hours of accrued sick leave. If the bargaining unit faculty member does not have sufficient accrued disability insurance benefits and accrued paid leave to cover six weeks with full pay, the University will provide the faculty member with the necessary amount of paid parental leave to allow the faculty member to receive a total of six weeks paid parental leave.
- ii. **The second 6 weeks.** Bargaining unit faculty members may use accrued sick leave for their remaining six weeks of parental leave (for a total of 12 work weeks of leave). In the event that the faculty member does not have sufficient accrued sick leave, employees may borrow advanced sick leave for the remainder of the second six work weeks pursuant to Section 5 6 above. Based on the timing of the birth or adoption, this paid leave may extend into a second term.

If both parents are employees of the University, both parents are entitled to parental leave as described in (a-i.) and (b-ii.) above.

Section 10. Additional Parental Leave Allowances: Bargaining unit faculty members in the Tenure Related and Career Related classification who are eligible for leave consistent with Section 9 above may also elect the following:

- a. **The third 6 weeks for those mothers who give birth.** Bargaining unit faculty members in the Tenure Related and Career Related classifications who give birth and qualify pursuant to Section 9 ~~the OFLA~~ may take up to an additional 6 weeks of parental leave. The faculty member may use any remaining paid leave under Paid Leave Oregon or accrued sick leave during this time. Based on the timing of the birth, this paid leave may extend into a second term.
- b. **Section 10. Modified Duties Term.** A bargaining unit faculty member in a Tenure Related or Career Related classification who is eligible for leave under Section 9 ~~the FMLA or OFLA~~ also has the option, within six months after the birth or adoption of a child, to take up to one term of modified duties at full pay status. Modified duties status provides full or partial release from classroom and classroom-related teaching responsibilities at full pay following birth or adoption, without using accrued or advanced sick leave. Any release from or reduction of teaching responsibilities will follow Section 20 and ~~do~~ does not mean that the faculty member will be required to carry more than a normal load before or after the leave.

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

Vacation Leave

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

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

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

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

Section 15. If an eligible bargaining unit faculty member transfers to the University of Oregon from another unclassified position at an Oregon public university and remains eligible for vacation accrual, they shall transfer all accrued vacation leave to the new position at the university, unless the break in service exceeds 30-~~180~~-100 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 ~~260~~ 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 ~~an~~ other employee of the university is not permitted.

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Section 20. In the case that an instructional bargaining unit faculty member remains on leave for an entire term or more, the following table shall be used to calculate the number of classes taught upon return to work:

Base Course Load	Remaining Course Load	
	One-Term Leave	Two-Term Leave
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

Holidays and Paid Leave During Breaks

Section 21. 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 22. Bargaining unit faculty ~~member~~ members in instructional categories who do not earn vacation will be considered to be on paid leave during the week between Christmas and New Year’s Day, and during the week of Spring Break. If, for any reason, they are required to work on campus during one of these paid leaves, that work will be compensated as overload.

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~~**Section 23.** Employees shall be eligible for 5 days paid bereavement leave per occurrence. Paid bereavement leave shall run concurrently with the Oregon Family Leave Act (OFLA) when applicable. The University shall notify the employee when OFLA is running concurrently with bereavement leave. If additional bereavement time is needed, an employee shall be allowed to use accrued leave or leave without pay, at the option of the employee. Information regarding bereavement will be easily accessible on the HR website.~~

Leave Without Pay

Section 23. A bargaining unit faculty member may petition the Office of the Provost to be granted leave without pay. The granting of leave without pay is ~~in~~ at the discretion of the Office of the Provost ~~and shall not be unreasonably denied~~. If granted, leave without pay may not exceed two consecutive academic or fiscal years, depending on the appointment. ~~Those granted leave without pay for an academic or fiscal year must indicate their intent to return to the University by email in writing by March 15 of the approved leave year. Those who fail to indicate an intent to return by this date in response to a University inquiry sent to their UO email address, and those who or who indicate they do not intend to return prior to this date, are considered to have voluntarily resigned from employment at the University. Nothing in this Section shall prohibit the University from reinstating a bargaining unit faculty member to their position. There is no shall be no mandatory return-to-service obligation when a bargaining unit faculty member takes a full an external fellowship or is on leave without pay or leave without pay for medical reasons. Faculty members on external fellowship leave will not be considered on leave without pay for purposes of payroll, OPE, or the calculation of sabbatical eligibility. Faculty members on external fellowships will continue to be treated as regular faculty for purposes of payroll (when applicable), benefits, and the calculation of sabbatical eligibility.~~

Compliance with Laws

Section 24. The University will comply with applicable state and federal laws, including the ADA, the OFLA, ~~Paid Leave Oregon~~, and the FMLA, regarding leaves and the accommodation of disabilities.

Inclement Weather Policy

Section 25. To bring clarity to the implementation of the University's inclement weather policy at the department or unit level, all faculty members who are required to report during inclement weather shall be notified of such requirement, at a minimum, at the beginning of each academic 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. ~~Applications by eligible bargaining unit faculty members shall not be unreasonably denied.~~

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

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be delayed for up to two years by the Office of the Provost for reasons of institutional convenience. Such notice shall be delivered in writing by the Office of the Provost to faculty members with an indication of subsequent eligibility. In such instances the faculty member will become eligible for a succeeding sabbatical leave after an equivalently reduced period of years. Special consideration shall be given to bargaining unit faculty members awarded fellowships that cannot be postponed beyond the period for which they were awarded.

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% 75-70%
Two-terms (9-month appointments); or Five to eight months (12-month appointments)	75% 85-80%
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

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

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

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

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

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ARTICLE 45. NEGOTIATION OF SUCCESSOR AGREEMENT

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

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

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

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

Section 4. This Agreement will expire on June 30, ~~2027~~ 2024. The parties will comply with the applicable provisions of ORS Chapter 243 in negotiating a successor Agreement and with regard to rights, obligations, and procedure if a successor Agreement is not signed prior to the expiration of this Agreement.

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[**Note**, this was a new Article proposed by UA and has been declined in its entirety by UO. It is included here to conform to the convention of our tracking system and is not to be included in the final Agreement between the parties.]

~~—Article XX. Researcher Support~~

~~**Section 1. Bridge Funding Pool.** Effective September 16, 2025, the University shall make available annually a pool of funds equivalent to 3% of the previous year's recovered F&A, for the purposes of providing bridge funding to assist eligible research faculty who are between externally funded research grants. Research bridge funding can include up to nine months of salary support for essential personnel and operational expenses. Bridge funding may not be used for the purposes of supporting summer salary for a 9-month employee.~~

~~The University is not obligated to distribute the entirety of this pool in a given fiscal year. Any unspent funds shall remain in reserve for the following fiscal year. Decisions to award bridge funding and the amount of support to be given to a particular applicant will be made by the Office of Research and Innovation in consultation with the Dean of the college and the center or institute director, if applicable. Requests for bridge funding will not be unreasonably denied when bridge funding for the fiscal year is still available.~~

~~Bargaining unit faculty members whose FTE is reduced due to loss of funding will be eligible to apply for bridge funding. When a faculty member employed at 0.50 FTE or greater in a position supported by external funding has their FTE reduced below 0.50 due to loss of funding, they will be eligible to apply for bridge funding and will be prioritized in the selection process.~~

~~The University shall submit a report to the Union annually that details how bridge funds were distributed, denial of requests for funding, and remaining fund balance.~~

~~**Section 2.** Should CBA-mandated salary increases exceed the limits on raises allowable or budgeted on a particular grant, the University shall fund the difference.—~~

~~**Section 3.** As part of research faculty annual reviews, the research faculty member and their supervisor shall review the member's job description and update it to reflect the member's current responsibilities. Research faculty members may initiate a review of their job description with their supervisor once per calendar year outside of their annual review.—~~

~~At the time of review, if the research faculty member's job description changes, the member may request either an expansion of duties with a pay action review or an expansion of duties with no pay action review, as outlined on the Human Resources webpage. Should the expansion of duties with pay action be denied due to lack of funding, the request shall become an expansion of duties with no pay action. Should the expansion of duties request be denied, a written explanation for the denial shall be provided to the research faculty member within 30 days.~~

~~**Section 4.** The University shall provide Career research faculty with FTE and salary support for any professional duties and responsibilities assigned in job descriptions or unit policies but not covered by external funding.~~

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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: 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 in order to be submitted to the Office of the Provost by June 15, 2026 ~~2025~~. Such revisions should be developed with attention to the policy development guidelines in Appendix 2 and the relevant Article(s) of the Agreement:

- ***Career Faculty Review and Promotion (Article 19)***, such revisions should align unit-level policies with Article 19, remove references to contracts to reflect the expectation of continuing employment, and align classifications and categories with those in Article 15. Units that employ faculty in Limited Duration classifications should revise faculty review policies for relevant classifications and categories consistent with Appendix 2.
- ***Tenured and Tenure-Track Review and Promotion (Article 20)***, such revisions should align unit-level policies with Article 20. Each Department or Unit must articulate criteria within their policies that clarify the expectations for faculty activity in research and scholarship.

Agreement 1 sunsets on June 30, 2027 and will be deleted in its entirety from the CBA.

Status of or concerns about implementation of the agreements above or other commitments made in the body of the parties' successor agreement shall be first discussed in Joint Labor Management Committee.

~~**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~~

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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.~~

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~~**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.~~

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

Agreement 7. Tenure Reduction Plan. The parties will negotiate on Article 31: Tenure Reduction Plan in Fall 2022 with the intent to agree to an MOU that will replace Article 31 by December 31, 2022. If no MOU is agreed to by December 31, 2022 the University's Article 31: Phased Retirement proposal (June 15, 2022) will go to UA members for ratification in January 2023 with new sign ups ending January 1, 2024 for the Tenure Reduction Option (Section 4).

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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 alongside ~~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 ~~for merit reviews are those outlined in a department's or unit's review and promotion policies. 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 individual merit increases are determined among faculty who meet expectations for merit raises, it is expected that there will be different levels of accomplishment in teaching, scholarship and creative activities, and service that will correspond to different merit ratings in those categories and overall. ~~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:

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- 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):

Each department or unit policy must articulate discipline specific review and promotion criteria within their review policies that clarify the expectations for faculty activity in research and scholarship for each review specified below.

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/**creative work** 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.

Contributions to diversity, equity, and inclusion should be taken into account, as appropriate. ~~In each of the areas above, unit-level policies should include 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/**creative work**, teaching, and service by the candidate. ~~Each of the three areas should include contributions that demonstrably promote~~ Contributions to diversity, equity, and inclusion should be taken into account, as appropriate. ~~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/**creative practitioner** in their field, at least at the national level, with a sustained high-quality, innovative, trajectory of scholarship/**creative work**, and require that the candidate have engaged in significant service demonstrating leadership and commitment both within and outside the candidate's department or unit.

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Post-Tenure Reviews: Unit-level criteria must be consistent with Article 20, Section 38.

- *Third-year Post-Tenure Reviews* ~~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.
- *Sixth-year Post-Tenure Reviews* must include a determination if the faculty member meets, ~~exceeds,~~ or does not meet expectations in their assigned duties.

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/*creative work*, teaching, advising, administration, and University service than they did as assistant or associate professors. If that is the case and if the desired shift in balance is consistent with the ~~academic program areas,~~ department's, unit's, and college's needs, a balance of activities not specified in the standard workload of the department or unit may be established by a written agreement between the faculty member and the department and approved by the appropriate dean and the Office of the Provost, as provided for in Article 17. Consequently, expectations and goals for individual faculty members may be changed to reflect the resulting balance of activities.

Review and Promotion (Career and Limited Duration):

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

~~Contributions to diversity, equity, and inclusion should be taken into account, as appropriate. Each of the areas below should consider contributions in teaching, research/creative work, and service that demonstrably promote diversity, equity, and inclusion. All faculty are expected to contribute to the University's goals regarding diversity, equity, and inclusion.~~ These contributions may be in the areas of research/*creative work*, teaching, and service activities, as appropriate given the faculty member's job duties. Each candidate for promotion and continuous employment reviews should be evaluated on their own merits.

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

- To the extent applicable, in evaluating the performance of teaching, reviews must consider at minimum information from Student Experience Surveys, peer review(s), and the faculty member's Instructor Reflection surveys and/or teaching statements for the review window. For instructional Career faculty, student experience surveys will be offered for all courses with five or more students, which will be considered in light of the

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response rate. Instructional Career faculty are expected to undergo at least one peer review of teaching per review window. The department or unit will establish a time frame for notification to the Career faculty member before a peer review is conducted.

- To the extent applicable, Career instructional faculty will be reviewed based on their service. Service is defined in unit level rules and may include activities performed for the unit, University, field, and community.
- To the extent applicable, Librarians will be reviewed for demonstrated achievement in their professional roles in the Library.
- To the extent applicable, in evaluating the performance of required professional development activities, the review will consider the availability of professional development funds, opportunities for professional development, and the Career instructional faculty member's efforts to secure funding (if applicable).
- To the extent applicable, the evaluation of scholarship, research, and creative activity will include an assessment of work quality, impact on the field nationally and internationally, and overall contribution to the discipline or program.

Instructional Limited Duration Faculty Performance Reviews: Units that employ instructional faculty in Limited Duration classifications should establish a performance review framework for limited duration faculty that aligns with the scope, duration, and duties of their appointments. Performance reviews for limited duration faculty should, except in cases where units specify otherwise, typically be informal and conducted annually.

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

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

Research Career Performance Reviews: Criteria for Career research performance reviews should reflect the following:

- Career research faculty will be reviewed to assess the quality of work performed and the outcomes of their contributions to the research program. To the extent applicable, the

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evaluation of scholarship, research, and creative activity will include an assessment of work quality, impact on the field nationally and internationally, and overall contribution to the discipline or program.

- As applicable, Career research faculty will be reviewed based on their service. Service is defined in unit level rules and may include activities performed for the unit, University, field, and community.
- As applicable, Career research faculty will be reviewed based on their performance of required professional development activities, the review will consider the availability of professional development funds, opportunities for professional development, and the Career research faculty member's efforts to secure funding (if applicable).

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

Research Career Promotion and Continuous Employment Reviews: Criteria for promotion and continuous employment reviews should reflect the general expectations appropriate to each 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 cancellation, 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 absolute proportionality in governance for all faculty classifications and ranks.
- c. Career faculty whose teaching is primarily at the undergraduate level (e.g. instructors) may participate and vote on undergraduate curricular matters. Career faculty whose teaching is primarily at the graduate level (e.g. lecturers) may participate and vote on graduate curricular matters. Career faculty whose teaching is routinely at both levels, may participate and vote at both levels.

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APPENDIX 4: UNIVERSITY DISTINGUISHED TEACHING PROFESSOR PROGRAM

~~{This appendix, if agreed upon, shall become Article XX of the successor agreement}~~

Section 1. Description and Eligibility. The Distinguished Teaching Professor (DTP) designation is a competitive award made by the Office of the Provost to Career faculty members at the rank of Senior Instructor II or Senior Lecturer II. To be eligible for the Distinguished Teaching Professor appointment, candidates must:

- Receive(d)/~~Have received~~ an overall “meets ~~exceeds~~ expectations” on a continuous employment review,
- Have a record of outstanding classroom teaching,
- Be a benefit to others teaching at the University, in their own unit or more broadly,
- Have a demonstrated interest and willingness to follow developments in pedagogy,

Section 2. Nomination and Selection. Each year, ~~D~~deans, ~~department and unit heads~~ and equivalents may each nominate up to two faculty (up to two in each CAS division) from the Continuous Employment Review candidates for the Distinguished Teaching Professor award. Nominations are made to the Office of the Provost, who will award up to three Distinguished Teaching Professor appointments per year. ~~Faculty members shall be notified of their nomination and may decline the nomination.~~

Distinguished Teaching Professors will continue in their work as instructors or lecturers but also undertake a three-year ~~leadership~~ award period, during which part of their FTE (~~the equivalent of 2 courses per year~~) will be assigned to the Teaching Engagement Program. They will be given support funds for pedagogical and curricular projects during the ~~leadership~~ award period. ~~In addition, faculty will choose between a \$3000 yearly stipend or \$3000 of yearly ASA funds.~~ ~~Leadership p~~-Projects will be determined in consultation with the Associate Vice Provost for Teaching Engagement ~~and the faculty member~~. The Distinguished Teaching Professor title will remain in place for the duration of the award recipient’s employment with the university.

Candidates not selected by the Provost may be considered at subsequent continuous employment reviews. This is a competitive honor, not a promotion, and the decision cannot be grieved.

~~**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~~

University of Oregon Final Offer (February 25, 2025), UA Negotiations. The University reserves the right to add to, modify, or amend proposals during the course of negotiations.

~~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.~~

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

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STATE OF OREGON, EMPLOYMENT RELATIONS BOARD COST SUMMARY FORM	Case No. ME-064-24 Date Filed February 25, 2025
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Projected Increase/Decrease in Each Year*

Proposal Description including Article or Section Numbers	Current Cost	Year 1	Year 2	Year 3	Total Projected Increase / Decrease	Explain calculations. List all factors and assumptions used in calculating costs for each year.
Article 22 Salary Section 1. FY25 ATB	\$176,186,262 (applicable salary base)	\$7,049,007 (base increase) \$5,565,969 (projected realized cost due to 3/1 implementation)			\$7,049,007 (increase to base)	Year 1 ATB salary increase: 4%;
Article 22 Salary Section 1. FY25 ATB Mid-Year Implementation Savings		-\$1,483,038 (one-time)				Approximate difference between annual cost of implementing 4% ATB increase and implementing mid-year.
Article 22 Salary Section 1. FY25 Lump Sum		\$2,184,618 (one-time)			\$2,184,618 (one-time)	One-time \$1,700 payment prorated by FTE;
Article 22 Salary Section 2. Tenured, Tenure- Track, and Career Increases	\$167,539,854 (TTF + Career salary base)		\$5,137,555	\$5,291,681	\$10,469,796	Year 2 merit salary increase: 3%; Year 3 merit salary increase: 3%.
Article 22 Salary Section 3. Limited Duration Continuing Appointment Increases	\$8,646,408 (applicable Ltd. Duration salary base)		\$179,845	\$183,442	\$363,287	Year 2 ATB salary increase: 2% Year 3 ATB salary increase: 2%
Article 22 Salary Section 4. Salary Floors		\$73,282	\$94,037		\$167,320	July 1, 2025 increase to salary floors of 13.5%, establishing a Career instructor minimum of \$50K.
TOTAL (for each column)	\$176,186,262	\$7,122,290 (base increase) + \$701,580 (net one-time)	\$5,411,437	\$5,475,123	\$18,049,410 (base increase) + \$701,580 (net one-time)	

*Note, all cost summary form figures include associated Other Personnel Expenses (OPE). Only costs on outstanding topics as proposed by UO are included above, which means significant increases otherwise built-in to the Agreement that are in addition to those sections above are not reflected. Amounts reflect calendar years consistent with UO modeling cost estimates to follow approximate increase timing rather than fiscal or contract years.