

## **Last Best Final Offer by United Academics of the University of Oregon Local 3209**

### **This document contains the following:**

Summary of remaining articles

Copies of articles with remaining language to be negotiated in red

Copies of articles with history of negotiations color-coded

Costing

### **Remaining issues to be settled in Last, Best, Final Offer**

#### **Researcher Support (Article XX) -**

Creation of bridge funding, criteria and reporting mechanism

Professional development funding for duties specified in job description

#### **University Distinguished Teaching Professor Program (Article XX) -**

Selection and notification process

Compensation - Course releases and stipend

#### **Article 16 (Notices of Appointment) -**

Layoff notice period for faculty hired at promoted ranks

Layoff notice period for funding-contingent faculty

#### **Article 17 (Assignment of Professional Responsibilities) -**

Professional development time for Career Faculty

Provision that service outside of contract not be considered in evaluation

Timing of course releases received as a result of

overloads

## **Article 26 (Salary) -**

All aspects related to salary increases - percentages, types (across-the-board, merit and equity)

Equity committee and equity process

Dates for eligibility of increases

Merit process criteria

Salary floors

Removal of 90% salary floors for pro tem employees

Postdoc salary provisions

Percentage of salary increases for post-tenure reviews for full professors and salary increases for continuous employment reviews for Career faculty

Reimbursements

## **Article 28 (Miscellaneous Benefits)**

Increasing credit limit for faculty tuition benefit to 16 credits

Increasing tuition benefit to 100% for beneficiary with two parents employed by the University

## **Article 32 (Leaves)**

We have eliminated bereavement leave. Nothing left to resolve.

## **Article 33 (Sabbatical)**

We have eliminated our demand to increase sabbatical pay increases.

Provision that eliminates mandatory return-to-service for employees that have been terminated for any reason.

## **Tentative Agreements to Date**

Article 3 (Shared Governance) - 4/18/2024

Article 4 (Unit-Level Policies) - 9/26/2024

Article 6 (Policies and Practices) - 5/23/2024

Article 8 (Personnel Files) - 4/04/2024

Article 9 (Union Rights) - 11/13/2024

Article 10 (Dues Deduction) - 5/23/2024

Article 11 (Release Time) - 5/16/2024

Article 12 (Facilities and Support) - 11/21/2024

Article 13 (Health and Safety) - 5/23/2024

Article 15 (Academic Classification and Rank) - 1/24/2024

Article 19 (Career Faculty Review and Promotion) - 1/24/2025

Article 20 (Tenure Review and Promotion) - 1/24/2025

Article 21 (Review Decision Appeals) - 4/04/2024

Article 22 (Grievance Procedure) - 11/21/2024

Article 34 (Caregiving) - 9/26/2024

Article 36 (Professional Development) - 9/26/2024

Article 38 (Criminal Records Check) 2/13/2024

Article 41 (No Strike, No Lockout) - 4/04/2024

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### Article XX. Researcher Support

**Section 1. Bridge Funding Pool.** Effective September 16, 2025, the University shall make available annually a pool of funds, 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.

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.

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.** 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.

**UNITED ACADEMICS LAST, BEST, FINAL OFFER  
UNIVERSITY OF OREGON PROPOSAL (4/18/2024)**

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**APPENDIX 4: UNIVERSITY DISTINGUISHED TEACHING PROFESSOR**

{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/**Have received** an overall “~~exceeds~~ **meets** 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, deans, **department and unit heads** and equivalents may **each** nominate up to two faculty 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.** 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.

This is a competitive honor, not a promotion, and the decision cannot be grieved.

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## 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. The notice of appointment, which may be provided electronically such as by email or link to a website, shall include, but need not be limited to, the following:

- a. Effective date of appointment;
- b. Classification, category, and rank;
- c. Department and title;
- d. Duration of appointment, defined work periods (nine-month faculty, twelve-month, etc.) and/or if appointment is contingent on funding;
- e. Tenure status, including the nature of any restrictions on eligibility for tenure and any credit for prior service; or
- f. Career status, including the nature of any restrictions on eligibility for promotion and any credit for prior service;
- g. Salary;
- h. FTE;
- i. Other requirements of employment.

**Section 2. Reporting Site.** Bargaining unit faculty members will be assigned a primary reporting site at the time of hire. Bargaining unit faculty members may be required to move, relocate, travel, or work at multiple reporting sites:

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

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

university policy.

**Section 3.** The University will provide a bargaining unit member with written information concerning duties, responsibilities, and institutional expectations. The University shall provide such written information, which may be provided electronically such as by email or link to a website, within a reasonable time of the notice of appointment or reappointment and whenever significant changes occur. The written information shall include:

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

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

- a. Joint or multiple appointments for Career and Tenure-Track and Tenured bargaining unit faculty members require a memorandum of understanding (MOU) to be completed at the time of hire or additional appointment. MOUs are not valid unless approved in writing by the bargaining unit faculty member, the hiring departments, and the Office of the Provost.
  - i. Tenure-Track and Tenured MOUs must specify expectations for promotion and tenure review and identify how reviews and the tenure and promotion process will be handled among the units.
  - ii. Career MOUs must specify expectations for promotion review and identify how reviews and the promotion process will be handled among the units.
- b. Career joint or multiple appointments where the second appointment or assignment is shorter than one year and less than 0.3 FTE (annualized) may 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 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 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.

- 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:
  - i. 180 days 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.

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.

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

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

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

### **Limited Duration Appointments**

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

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

### **Funding-Contingent Appointments (Career and Limited Duration)**

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

- i. Funded by sources other than general funds (e.g., gifts, grants, contracts, awards, sponsored projects, service center or core facility revenue, income, auxiliaries,

- cooperative agreements, etc.); or,
- ii. Temporarily supported on general funds (e.g., one-time, startup, seed funding, bridge-funding, sabbatical, etc.); or,
- iii. Appointed to programs, projects, or activities that are temporary, short-term, or self-supporting.

Notwithstanding the terms set above, Career appointments designated as funding-contingent have an expectation of continued employment for as long as funding for the position is known to be available. A funding-contingent appointment can be terminated due to lack of funding, changing programmatic needs, or poor performance by the bargaining unit faculty member holding the appointment, subject to the notice requirements below.

Bargaining unit faculty members with funding-contingent appointments who have achieved promotion shall receive at least 45 days' notice before being laid off. Funding-contingent 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 15 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.

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### 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.**

**Section 3. Assignments.** The Office of the Provost shall be ultimately responsible, subject to delegation, for the assignment of all bargaining unit faculty members' professional responsibilities.

Bargaining unit faculty members shall be afforded the opportunity to meet with their department or unit head annually, before responsibilities are assigned, to discuss the bargaining unit faculty member's preferences regarding assignments for teaching, research, service and other professional responsibilities as set forth in this Article, and the member's anticipated resource needs. At the bargaining unit faculty member's request, their caregiving responsibilities shall be considered in the scheduling of assignments.

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

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

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

- 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 faculty member will not be expected to teach more than three courses (3-5 credit courses) in a term.
- 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.

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:

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

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 funds may be ineligible for overload appointment or compensation.

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## Article 26. Salary

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

**Section 2. January 2026 Increases.** Eligible bargaining unit faculty members will receive a **3.5%** increase to base salary effective **January 1, 2026**. Eligible bargaining unit faculty members are those with an appointment as of **October 31, 2025**. In addition, the University will establish a pool of **2.25%** of bargaining unit faculty salaries to address external equity issues, and a unit-based pool of **2.25%** 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 **2.25%**.

**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 Increases.** Eligible bargaining unit faculty members will receive a **3.0%** increase to base salary effective January 1, 2027. Eligible bargaining unit faculty members are those with an appointment as of **October 31, 2026**. In addition to the meritorious salary increases associated with successful promotion, tenure, six-year post-tenure, and Career continuous employment reviews, the University will establish a unit-based pools of **5.0%** for salary increases to be distributed solely as merit to bargaining unit faculty members in the Career and Tenure-Track and Tenured classifications. Total unit-based pool amounts will be determined based on the total base salary (prorated for FTE) for eligible faculty members in each group as of **October 31, 2026** and increases will be effective January 1, 2027.

**a. Eligibility:** To be eligible for merit, the faculty member must have an appointment on or before July 1, 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 review periods in their respective unit level policies.

**b. Distribution:** Unit level merit policies must include criteria for determining whether faculty members exceed, meet, or do not meet expectations in teaching, service, and research, as applicable, and a methodology for determining when faculty meet expectations overall based on their ratings in those areas.

**Section 4. Funding-Contingent Faculty**

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

**Section 5. Salary Floors**

- a. 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 | \$35,251             | \$43,085              |



|                             |          |          |
|-----------------------------|----------|----------|
| Postbaccalaureate Scholar   | \$32,549 | \$39,782 |
| Research Assistant (Type A) | \$32,549 | \$39,782 |
| Research Assistant (Type B) | \$35,380 | \$43,242 |
| Research Assistant (Type C) | \$38,456 | \$47,002 |
| Research Associate          | \$43,262 | \$52,877 |
| All Others                  | \$52,877 | \$64,627 |

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

**b. 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 3.a. Departments or units reserve the right to pay at a higher level, so long as salary equity by years of service is maintained.

- 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.**

**Section 6. Promotion and Review Related Salary Increases.** All increases under this section will become effective September 16 for 9-month appointments and July 1 for 12-month appointments following the date of the review decision. To the extent a review decision is

delayed by the University an increase will be made retroactively to the dates above, as appropriate.

- a. **Promotion Increases.** All bargaining unit faculty members who achieve a promotion in rank will receive an increase of at least 8% of base salary.
- b. **Sixth-Year Post-Tenure Review Increases.** Full professors who successfully complete (meets expectations in all areas) a major sixth-year post-tenure review after promotion to full professor will receive an increase to base salary of at least 8% for meeting expectations.
- 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 expectations in all areas) a continuous employment review will receive an increase to base salary of at least 4% 8% for meeting expectations.
- 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.

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

**Section 9. 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.

**Section 10. 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 11. 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 12.** 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 13. 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 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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### Document Key

Agreed Language | **Language in Negotiation** |

## 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.**

**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.

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## Document Key

Agreed Language | [Language in Negotiation](#) |

## 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, 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 bargaining unit faculty members with clear instructions on how to record sick leave use.

The University may require a 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 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.

**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.

**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 through a combination of accrued sick leave (Section 2 & 3), and advanced sick leave under this Section. 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 qualifying event 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 qualifying event and a prorate of 520 hours. As sick leave is earned, the amount shall replace any sick 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 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 month. 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. 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:** Bargaining unit faculty members in the Tenure Related and Career Related classifications that are not eligible for Option 1 may take leave under FMLA with pay, in the following manner:
  - 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 (i.) and (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 who give birth.** Bargaining unit faculty members in the Tenure Related and Career Related classifications who give birth and qualify pursuant to Section 9 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. **Modified Duties Term.** A bargaining unit faculty member in a Tenure Related or Career Related classification who is eligible for leave under Section 9 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 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**

**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 days.

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

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

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

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

**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:

|    |   |   |
|----|---|---|
| 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 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.

### 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 at the discretion of the Office of the Provost. 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 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 indicate they do not intend to return, 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 mandatory return-to-service obligation when a bargaining unit faculty member takes a full leave without pay or leave without pay for medical reasons.

### **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.

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## Document Key

Agreed Language | [Language in Negotiation](#) |

## Article 33. Sabbatical

**Section 1.** A bargaining unit faculty member may apply for sabbatical leave for purposes of research, writing, advanced study, and travel undertaken for observation and study of conditions in our own or in other countries affecting the applicant's field or related scholarly or professional activities. Sabbatical leave is granted to eligible bargaining unit faculty members when their application demonstrates they will use this period in a manner which will thereafter increase the applicant's effectiveness to the university. Only the Office of the Provost can approve applications for sabbatical leave.

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

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

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

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

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

**Section 4. Applying for Sabbatical.** Applicants for sabbatical leave must present a careful statement of plans for the leave period and a justification of the leave in terms of the criteria

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

**Section 5. Delays.** In consultation with a bargaining unit faculty member, a sabbatical leave may be delayed for up to two years by the Office of the Provost for reasons of institutional convenience. 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.

**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<br>Nine to twelve months (12-month appointments) | 60%                    |
| Two-terms (9-month appointments); or<br>Five to eight months (12-month appointments)          | 75%                    |
| One-term (9-month appointments); or<br>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 |

**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.



1 UNITED ACADEMICS LAST, BEST, FINAL OFFER  
2 UNITED ACADEMICS COUNTERPROPOSAL (5/23/2024)  
3 UNIVERSITY OF OREGON COUNTERPROPOSAL (4/18/2024)  
4 UNITED ACADEMICS PROPOSAL (3/14/2024)  
5

6 Document Key

7 UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored  
8

9 Article XX. Researcher Support

10  
11 Section 1. Bridge Funding Pool. Effective September 16, 2025, the University shall make  
12 available annually a pool of funds ~~equivalent to 3% of the previous year's recovered F&A,~~ for  
13 the purposes of providing bridge funding to assist eligible research faculty who are between  
14 externally funded research grants. Research bridge funding can include up to nine months of  
15 salary support for essential personnel and operational expenses. Bridge funding may not be used  
16 for the purposes of supporting summer salary for a 9-month employee.  
17

18 ~~The University is not obligated to distribute the entirety of this pool in a given fiscal year. Any~~  
19 ~~unspent funds shall remain in reserve for the following fiscal year. Decisions to award bridge~~  
20 ~~funding and the amount of support to be given to a particular applicant will be made by the~~  
21 ~~Office of Research and Innovation in consultation with the Dean of the college and the center or~~  
22 ~~institute director, if applicable. Requests for bridge funding will not be unreasonably denied~~  
23 ~~when bridge funding for the fiscal year is still available.~~  
24

25 Bargaining unit faculty members whose FTE is reduced due to loss of funding will be eligible to  
26 apply for bridge funding. When a faculty member employed at 0.50 FTE or greater in a position  
27 supported by external funding has their FTE reduced below 0.50 due to loss of funding, they will  
28 be eligible to apply for bridge funding and will be prioritized in the selection process.  
29

30 The University shall submit a report to the Union annually that details how bridge funds were  
31 distributed, denial of requests for funding, and remaining fund balance.  
32

33 ~~Section 2. Should CBA-mandated salary increases exceed the limits on raises allowable or~~  
34 ~~budgeted on a particular grant, the University shall fund the difference.~~  
35

36 ~~Section 3. As part of research faculty annual reviews, the research faculty member and their~~  
37 ~~supervisor shall review the member's job description and update it to reflect the member's~~  
38 ~~current responsibilities. Research faculty members may initiate a review of their job description~~  
39 ~~with their supervisor once per calendar year outside of their annual review.~~  
40

41 ~~At the time of review, if the research faculty member's job description changes, the member may~~  
42 ~~request either an expansion of duties with a pay action review or an expansion of duties with no~~  
43 ~~pay action review, as outlined on the Human Resources webpage. Should the expansion of duties~~  
44 ~~with pay action be denied due to lack of funding, the request shall become an expansion of duties~~  
45 ~~with no pay action. Should the expansion of duties request be denied, a written explanation for~~  
46 ~~the denial shall be provided to the research faculty member within 30 days.~~  
47

48 **Section 2.** The University shall provide Career research faculty with FTE and salary support for  
49 any professional duties and responsibilities assigned in job descriptions or unit policies but not  
50 covered by external funding.

1 UNITED ACADEMICS LAST, BEST, FINAL OFFER  
2 UNIVERSITY OF OREGON PROPOSAL (4/18/2024)

3  
4 Document Key

5 UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | ~~Deleted~~ | Status Quo | Restored

6  
7 APPENDIX 4: UNIVERSITY DISTINGUISHED TEACHING PROFESSOR PROGRAM  
8

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

10  
11 Section 1. Description and Eligibility. The Distinguished Teaching Professor (DTP)  
12 designation is a competitive award made by the Office of the Provost to Career faculty members  
13 at the rank of Senior Instructor II or Senior Lecturer II. To be eligible for the Distinguished  
14 Teaching Professor appointment, candidates must:

- 15
- 16 ● Receive/~~Have received~~ an overall “~~exceeds~~ ~~meets~~ expectations” on a continuous  
17 employment review,
  - 18 ● Have a record of outstanding classroom teaching,
  - 19 ● ~~Be a benefit to others teaching at the University, in their own unit or more broadly,~~
  - 20 ● Have a demonstrated interest and willingness to follow developments in pedagogy,
- 21

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

28  
29 Distinguished Teaching Professors will continue in their work as instructors or lecturers but also  
30 undertake a three-year leadership award period, during which part of their FTE (the equivalent of  
31 2 courses per year) will be assigned to the Teaching Engagement Program. They will be given  
32 support funds for pedagogical and curricular projects during the leadership award period. In  
33 addition, faculty will choose between a \$3000 yearly stipend or \$3000 of yearly ASA funds.  
34 Leadership Projects will be determined in consultation with the Associate Vice Provost for  
35 Teaching Engagement and the faculty member. The Distinguished Teaching Professor title will  
36 remain in place for the duration of the award recipient’s employment with the university.

37  
38 ~~Candidates not selected by the Provost may be considered at subsequent continuous employment~~  
39 ~~reviews.~~ This is a competitive honor, not a promotion, and the decision cannot be grieved.

40  
41 ~~Section 1. Title, eligibility, and appointment process.~~ Excellent teaching is fundamental to the  
42 mission of the university. In support of that mission, the university will create a Teaching  
43 Professor title to be conferred upon a select number of highly qualified teachers chosen through a  
44 process of nomination and self-nomination. Qualified faculty are Career faculty at the rank of

45 Senior Instructor II or Senior Lecturer II who can demonstrate excellence in teaching through  
46 their previous evaluations, relevant awards and accomplishments, and application materials. The  
47 number of appointments provided each year will be determined by the Office of the Provost  
48 based on the institution's financial capacity and operational needs.

49  
50 **Section 2. Selection.** The Office of the Provost will convene a Teaching Professor Selection  
51 Committee consisting of five members chosen by the Office of the Provost from the Provost's  
52 Teaching Academy and/or Teaching Professors, and ex officio members from the Office of the  
53 Provost (e.g., Teaching Engagement Program and/or Academic Affairs). The committee will  
54 include at least three faculty members with current teaching responsibilities. The purpose of the  
55 selection process is to ensure that candidates have achieved and can be expected to maintain an  
56 exceptional record of teaching and contributions to the university's instructional mission. At the  
57 conclusion of their work the Teaching Professor Review Committee will rank and make a written  
58 recommendation to the Provost for each of the individual candidates. The Provost will decide the  
59 selection from among the candidates for the program and grant those selected the category and  
60 rank of Teaching Professor. Candidates not selected by the Provost may nominate or self-  
61 nominate in future years.

62  
63 **Section 3. Duration.** University Distinguished Teaching Professor program participation  
64 generally lasts for three academic years following appointment. During the three academic years  
65 associated with the program, appointees will be provided with a reallocation of effort from  
66 teaching to the leadership projects described below. This reallocation will be determined on a  
67 case by cases basis but is generally equivalent to two course releases and a \$3,000 stipend.

68  
69 **Section 4. Title.** After completion of the University Distinguished Teaching Professor program  
70 the Teaching Professor category and University Distinguished Teaching Professor title will  
71 remain in place for the duration of the appointee's employment with the university.

72  
73 **Section 5. Duties.** During the course of the program (Section 3) these benefits are provided in  
74 order to allow the faculty member to pursue significant teaching projects or grants that will have  
75 a transformative impact on undergraduate and graduate teaching practices; foster inclusiveness  
76 excellence in the curriculum; and collaborate on programmatic and curricular innovation.  
77 Specific projects may be assigned by the Office of the Provost in consultation with the faculty  
78 member.

79  
80 **Section 6. TEP Support.** The Teaching Engagement Program in the Office of the Provost will  
81 provide support to assist University Distinguished Teaching Professors with their projects.  
82 Through this affiliation, University Distinguished Teaching Professors will participate in a  
83 variety of activities across the campus that promote teaching excellence.

84

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

1 UNITED ACADEMICS LAST, BEST FINAL OFFER  
2 UNITED ACADEMICS COUNTERPROPOSAL (10/31/2024)  
3 UNIVERSITY OF OREGON COUNTERPROPOSAL (10/17/2024)  
4 UNITED ACADEMICS COUNTERPROPOSAL (8/26/2024)  
5 UNIVERSITY OF OREGON COUNTERPROPOSAL (8/13/2024)  
6 UNIVERSITY ACADEMICS COUNTERPROPOSAL (7/2/2024)  
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9 Document Key

10 UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored  
11

12 ARTICLE 16. NOTICES OF APPOINTMENT

13  
14 Appointments

15  
16 **Section 1. Notification of Appointment.** The Office of the Provost shall provide a bargaining  
17 unit faculty member to be appointed to a position subject to this Agreement with written  
18 notification of the appointment as soon as practicable. ~~Notice by any other means is not valid~~  
19 ~~notice and does not cause the formation of an agreement between the University and the~~  
20 ~~bargaining unit faculty member. Oral promises regarding terms and conditions of employment~~  
21 ~~and representations made in writing by persons other than the Office of the Provost are not~~  
22 ~~binding upon the University. Written offers regarding terms and conditions of employment~~  
23 ~~made by the Office of the Provost or designees, including Deans and Department Heads, are~~  
24 ~~binding upon the University.~~ The notice of appointment, which may be provided electronically  
25 such as by email or link to a website, shall include, but need not be limited to, the following:  
26

- 27 a. Effective date of appointment;  
28  
29 b. Classification, category, and rank;  
30  
31 c. Department and title;  
32  
33 d. Duration of appointment, defined work periods (nine-month faculty, twelve-month, etc.)  
34 and/or if appointment is contingent on funding;  
35  
36 e. Tenure status, including the nature of any restrictions on eligibility for tenure and any  
37 credit for prior service; or  
38  
39 f. Career status, including the nature of any restrictions on eligibility for promotion and  
40 any credit for prior service;  
41  
42 g. Salary;  
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44 h. FTE;  
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46 i. Other requirements of employment.

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~~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~~
- ~~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 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



139 any credit granted. Such agreement will be documented in the initial appointment. The  
140 University and the bargaining unit faculty member may agree to reduce or forgo the credit for  
141 prior service. Such agreement will be documented in a revised notice of appointment.  
142

143 **Section 7.** If an appointment of a full-time, tenure-track bargaining unit member is not to be  
144 renewed for reasons other than for just cause (Article 24) or program elimination or reduction  
145 (Article 25), notice of nonrenewal shall be given in writing as follows: during the first annual  
146 appointment, by March 15 for those whose contracts expire on or about June 15, or at least three  
147 months' notice given prior to expiration of the appointment, whichever is longer; during the  
148 second year of service, by December 15 for those whose contracts expire on or about June 15, or  
149 at least six months' notice given before expiration of the appointment, whichever is longer; in the  
150 third and subsequent years of service, at least 12 months' notice, which may be given at any  
151 time.  
152

## 153 **Career Appointments**

154 **Section 8. Career Faculty FTE.** Career faculty will be assigned a base FTE at the time of hire.  
155  
156 Permanent changes to that FTE for instructional Career faculty (including librarians) are only  
157 allowed by mutual written agreement between the bargaining unit faculty member and the  
158 Office of the Provost or Dean. Changes in base FTE for research Career faculty are allowed by  
159 mutual agreement or with 30 days' notice for any reason.  
160

161  
162 Instructional career faculty members may agree to temporary changes in their base annualized  
163 FTE. If an instructional Career faculty member's actual FTE (**excluding any funding-contingent**  
164 **FTE**) exceeds their base annualized FTE for at least three years over any five-year period, either:  
165 a. the instructional Career faculty member's base annualized FTE will be permanently  
166 increased to a mutually **agreeable agreed upon** amount no less than the average of their  
167 FTE over the previous five years, or  
168 b. the instructional Career faculty member's FTE cannot be temporarily increased again.  
169

170 This section only applies to annualized FTE assignments up to 1.0 during the regular academic  
171 year. FTE considerations for Career positions designated as funding-contingent are in Section  
172 18 below.  
173

174 **Section 9.** The University supports and encourages, where feasible and appropriate, the creation  
175 of Career faculty appointments at 0.50 FTE or above. The University may not make Career  
176 faculty appointments at an FTE level of below 0.50 FTE to preclude providing benefits.  
177

178 **Section 10. Career Faculty Expectation of Employment.** Bargaining unit faculty members  
179 with an appointment in the Career classification (Career faculty) will be hired with the  
180 expectation of continued employment, except where specified in Section 18. Their employment  
181 may only be terminated for cause (Article 24), through a program reduction or elimination  
182 (Article 25), or through layoff (Article 16).  
183

184 **Section 11. Career Faculty Layoff Notification.** Career faculty members can be laid off from

185 their position at any time with appropriate notice.

- 186  
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189
- 190 a. Career faculty members who are in their first year of employment will have a notice
  - 191 period of at least 30 days before being laid off.
  - 192 b. Career faculty members who are in their second and subsequent years of employment,
  - 193 but have not achieved promotion, will have a notice period of at least 90 days before
  - 194 being laid off.
  - 195 c. Career faculty members hired at a promoted rank who have not achieved eligibility for
  - 196 the notice period under d. will have a notice period before being laid off of at least:
  - 197 i. ~~90~~ 180-days before being laid off for any reasons other than performance.
  - 198 ii. 30-days in their first year of employment or 90-days in their second or
  - 199 subsequent year of employment if for performance reasons.
  - 200 d. Career faculty members ~~They~~ will have a notice period of at least 365 days before
  - 201 being laid off once they have successfully completed a promotion in rank review or
  - 202 successfully completed (~~meets expectations in all areas~~) a continuous employment
  - 203 review at the University.
  - 204

205 ~~Career faculty members who have achieved promotion will have a notice period of at least 365~~

206 ~~days before being laid off. Career faculty members who have been hired at higher ranks will be~~

207 ~~granted the notice period that corresponds to such rank.~~

208

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

210

211 **Section 12. Career Faculty Layoff Rationale.** The University may lay off a Career faculty

212 member in their first year of employment for any reason.

213

214 The University may lay off a Career faculty member in their second and subsequent years of

215 employment for the following reasons:

216

- 217 a. Failure to meet the standards of excellence at a major research university, as determined
  - 218 through the procedures developed in accordance with Article 19; or
  - 219 b. Inadequate resources within the unit or department to continue funding the bargaining
  - 220 unit faculty member's position; or
  - 221 c. Programmatic or pedagogical reasons, including but not limited to reasons under
  - 222 Article 3, Section 1, and departmental adjustments necessary to accommodate graduate
  - 223 students; or
  - 224 d. Replacement of the laid off position(s) with a Tenure-related position.
- 225

226 The University shall provide a written statement documenting the reason for the layoff at the

227 time of notice.

228

229 It is acknowledged that in the layoff decisions pursuant to this Section, subsection (a), (c), and

230 (d) rely on the University's exercise of academic judgment. Decisions made on the basis of

231 inadequate resources as described in (b) may or may not rely on academic judgment.

232

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

234

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

242

243 Grievances related to lay off decisions can be pursued exclusively through Article 23, Section  
244 11.

245

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

249

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

252

253

### 254 **Limited Duration Appointments**

255

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

261

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

265

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

269

### 270 **Funding-Contingent Appointments (Career and Limited Duration)**

271

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

275

276

- i. Funded by sources other than general funds (e.g., gifts, grants, contracts, awards, sponsored projects, service center or core facility revenue, income, auxiliaries,

- 277 cooperative agreements, etc.); or,  
278 ii. Temporarily supported on general funds (e.g., one-time, startup, seed funding, bridge-  
279 funding, sabbatical, etc.); or,  
280 iii. Appointed to programs, projects, or activities that are temporary, short-term, or self-  
281 supporting.

282

283 Notwithstanding the terms set above, Career appointments designated as funding-contingent  
284 have an expectation of continued employment for as long as funding for the position is known  
285 to be available. A funding-contingent appointment can be terminated due to lack of funding,  
286 changing programmatic needs, or poor performance by the bargaining unit faculty member  
287 holding the appointment, subject to the notice requirements below.

288

289 Bargaining unit faculty members with funding-contingent appointments who have achieved  
290 promotion shall receive at least 45 ~~30~~ ~~60~~ days' notice before being laid off. Funding-contingent  
291 ~~Career~~ faculty members who are in their second or subsequent years of employment, but who  
292 have not achieved promotion will have a notice period of at least 15 days before being laid off.  
293 Funding-contingent faculty members who are in their first year of employment are not subject  
294 to notice before being laid off (although at least 30 days' notice is encouraged).

295

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

300

301 Changes in FTE for funding-contingent faculty are allowed by mutual agreement or change in  
302 funding, programmatic need, or performance.

1 UNITED ACADEMICS LAST, BEST, FINAL OFFER  
2 UNITED ACADEMICS COUNTERPROPOSAL (11/21/2024)  
3 UNITED ACADEMICS COUNTERPROPOSAL (10/31/2024)  
4 UNIVERSITY OF OREGON COUNTERPROPOSAL (8/26/2023)  
5 UNITED ACADEMICS COUNTERPROPOSAL (8/13/2024)  
6 UNIVERSITY OF OREGON COUNTERPROPOSAL (7/15/2024)  
7 UNITED ACADEMICS COUNTERPROPOSAL (6/13/2024)  
8 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/23/2024)  
9 UNITED ACADEMICS COUNTERPROPOSAL (5/2/2024)  
10 UNIVERSITY OF OREGON COUNTERPROPOSAL (4/4/2024)  
11 UNITED ACADEMICS PROPOSAL (3/14/2024)  
12

13 **Document Key**

14 UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored  
15

16 **ARTICLE 17. ASSIGNMENT OF PROFESSIONAL RESPONSIBILITIES**

17  
18 **Preamble.** The University and the Union recognize that, given the diverse nature of the work  
19 performed by bargaining unit faculty members, the varying types of appointments, and the needs  
20 of the university, the weighting of assignments and the particulars of individual assignments will  
21 vary both between and within units. The University and the Union also recognize that each  
22 bargaining unit faculty member has the obligation to devote their best efforts to the university,  
23 and particularly to students; to perform all duties with professionalism and diligence and in  
24 accordance with the standards appropriate in AAU institutions; to act ethically and in compliance  
25 with the accepted professional standards; to account for all money or property received; to use  
26 money and property only for lawful purposes and in accordance with policy; to treat confidential  
27 information as confidential; to cooperate with the university with regard to investigations, audits,  
28 and legal proceedings; and to represent the university with professionalism.  
29

30 **Section 1.** The faculty in each department or unit will maintain unit-level professional  
31 responsibilities policies in accordance with Article 4. Assignment of professional responsibilities  
32 may consist of some combination of instructional activities (including class preparation,  
33 classroom teaching, evaluation of student work, advising and mentoring, and various forms of  
34 communication with students); research, scholarship, and creative activity; service within the  
35 department, school, college, institute, libraries, or the University; service to external  
36 organizations or communities; and professional development activities.  
37

38 **Section 2. Workloads.** A bargaining unit faculty member's particular workload shall be  
39 assigned in accordance with their position description and unit-level policy. Assignments shall  
40 reflect:  
41

- 42 a. The instruction, research, and service needs of the university and its departments,  
43 institutes, centers and other academic units;  
44  
45 b. The bargaining unit faculty member's qualifications, ~~and~~ expertise, and potential to  
46 acquire the appropriate expertise;

- 47  
48 c. The bargaining unit faculty member's evolving professional interests;  
49  
50 d. Generally accepted practices in the field; and  
51  
52 e. A realistic balance of duties consistent with the criteria for review.  
53

54 All Career instructional bargaining unit faculty members at 1.0 annualized FTE shall be assigned  
55 at least .2 FTE for professional development and service.  
56

57 ~~All bargaining unit faculty members in instructional classifications and categories at 1.0~~  
58 ~~annualized FTE shall be assigned at least 0.1 FTE for professional development. Bargaining unit~~  
59 ~~faculty members teaching nine or more classes with 1.0 FTE shall have their course load reduced~~  
60 ~~by one course to allow FTE for professional development.~~  
61

62 ~~All bargaining unit faculty members in instructional classifications and categories at 1.0~~  
63 ~~annualized FTE shall be assigned at least 0.1 FTE for service expectations.~~  
64

65 **Section 3. Assignments.** The Office of the Provost shall be ultimately responsible, subject to  
66 delegation, for the assignment of all bargaining unit faculty members' professional  
67 responsibilities.  
68

69 Bargaining unit faculty members shall be afforded the opportunity to meet with their department  
70 or unit head annually, before responsibilities are assigned, to discuss the bargaining unit faculty  
71 member's preferences regarding assignments for teaching, research/~~creative work~~, service and  
72 other professional responsibilities as set forth in this Article, and the member's anticipated  
73 resource needs. At the bargaining unit faculty member's request, their caregiving responsibilities  
74 shall be considered in the scheduling of assignments.  
75

76 The department or unit head may modify scheduled assignments, provided they discuss changes  
77 with the bargaining unit faculty member before they are made and that changes are not made for  
78 arbitrary or capricious reasons. Bargaining unit faculty members shall be given as much notice as  
79 possible about potential changes to their scheduled assignments.  
80

81 Bargaining unit faculty members may request ~~to adjust adjustments to~~ schedules or assignments,  
82 ~~which shall not be unreasonably denied.~~  
83

84 **Section 4.** Each bargaining unit faculty member must be fully engaged in teaching,  
85 research/~~creative work~~, and service work for the university to the extent of their appointment,  
86 and must be engaged in work or reasonably available for work for the entirety of the term for  
87 which the bargaining unit faculty member is employed unless on approved leave. ~~There is no~~  
88 ~~expectation that a faculty member engage in service work for the University outside of their~~  
89 ~~contract period, and~~ A bargaining unit faculty member's election to not engage in service work  
90 outside of their contract period shall not be considered in the assessment and review of their  
91 performance.  
92

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

95  
96 ~~{Acceptance of lines 99-104 is contingent upon the administration accepting the Union's~~  
97 ~~language in lines 129-132 on overload appointments}~~  
98

- 99 a. The University will work with the affected faculty member to determine if it is possible  
100 to replace the course assignment with an equivalent course assignment within the same  
101 academic year. The assignment of an equivalent course pursuant to the Section shall not  
102 be considered an overload assignment. ~~Except by mutual agreement, a bargaining unit or~~  
103 ~~as the result of an unsuccessful development plan, TT faculty will not be expected to~~  
104 ~~teach more than two courses (3-5 credit courses) in a term. and Career Except by mutual~~  
105 ~~agreement, Except by mutual agreement, a Career faculty member will not be expected to~~  
106 ~~teach more than three courses (3-5 credit courses) in a quarter term unless the faculty~~  
107 ~~member agrees.~~  
108  
109 b. If it is not possible to replace the course assignment within the same academic year, the  
110 department may provide an equivalent, alternative assignment ~~or combination of~~  
111 ~~assignments~~ consistent with the department's workload policy. Examples of such work  
112 include but are not limited to the following: advising; determining course equivalencies  
113 for transfer credit; assessment projects; curriculum development; substitute teaching;  
114 recruiting for study abroad programs; and course development for future years. The  
115 equivalent, alternative assignment must be completed during the same term the canceled  
116 course was scheduled.  
117  
118 c. If assignments cannot be made under (a) and (b) of this section, the bargaining unit  
119 faculty member shall be assigned faculty-related work by the Dean's office.  
120

121 **Section 6. Overloads.** An overload assignment is (1) an assignment that is in addition to the  
122 bargaining unit faculty member's regular assignment and FTE status; (2) a one-time or limited  
123 assignment, made or approved by the Office of the Provost, that is in addition to or different  
124 from regular or usual assignments for the member's classification and rank; or (3) assignments  
125 unrelated to the bargaining unit faculty member's primary job responsibilities. ~~;~~ ~~or (4) work~~  
126 ~~normally completed by a GE~~  
127

128 Overload appointments, except those with alternative compensation models, will be assigned an  
129 FTE percentage commensurate with normal workload duties and compensated accordingly.  
130 Bargaining unit faculty members may request that overload compensation take the form of a  
131 course release ~~as follows: when the~~

- 132 a. ~~When overload duties are completed in Fall or Winter, the course release must should-be~~  
133 ~~taken in the same academic year as the overload duties unless authorized by the Office of~~  
134 ~~the Provost if practicable.~~  
135 b. ~~When overload duties are completed in the Spring, the course release must should-be~~  
136 ~~taken the following Fall term unless authorized by the Office of the Provost. academic~~  
137 ~~year. release, or within one year of the release.~~  
138

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

141

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

144

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



1 UNITED ACADEMICS MEDIATION PROPOSAL (1/18/2025)  
2 UNIVERSITY OF OREGON COUNTERPROPOSAL (12/05/2024)  
3 UNITED ACADEMICS COUNTERPROPOSAL (11/13/2024)  
4 UNIVERSITY OF OREGON COUNTERPROPOSAL (10/31/2024)  
5 UNITED ACADEMICS COUNTERPROPOSAL (9/26/2024)  
6 UNIVERSITY OF OREGON COUNTERPROPOSAL (8/13/2024)  
7 UNITED ACADEMICS COUNTERPROPOSAL (6/13/2024)  
8 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/16/2024)  
9

10 Document Key

11 UA new | UA deletion | UO new | UO deletion | Accepted | Deleted | Status Quo | Restored  
12

13 ARTICLE 26. SALARY  
14

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

16  
17 **Section 1. January ~~2022~~ 2025 Across the Board Increase.** Eligible bargaining unit faculty  
18 members will receive a ~~5%~~ 9.4% ~~9.14%~~ 8.5% increase to base salary effective January 1, ~~2022~~  
19 2025. Eligible bargaining unit faculty members are those with an appointment as of October 31,  
20 ~~2021~~ 2024.  
21

22 **Section 2. January ~~2023~~ 2026 ~~Across the Board~~ Increases.** Eligible bargaining unit faculty  
23 members will receive a ~~2%~~ 4.4% ~~4.3%~~ 3.5% increase to base salary effective January 1, ~~2023~~  
24 2026. Eligible bargaining unit faculty members are those with an appointment as of October 31,  
25 ~~2022~~ 2025. In addition, the University will establish a pool of ~~2.5%~~ 2.25% of bargaining unit  
26 faculty salaries to address external equity issues, and a unit-based pool of ~~2.5%~~ 2.25% to  
27 address internal equity issues. Total pool amounts will be determined by the total base salary  
28 (prorated for FTE) for eligible faculty members in each group as of October 31, 2025. All  
29 equity-based salary increases will be effective January 1, 2026. Any funds from the equity  
30 pools that are not allocated as equity raises or for units/ranks for which there is no comparator  
31 data will be distributed as across-the-board raises of ~~2.5%~~ 2.25%.  
32

33 **a. External equity:** “External equity” issues refer to the pattern of differences between  
34 average salaries for units (by rank) at the University and average salaries for similar  
35 units/ranks at other public universities in the Association of American Universities. The  
36 Joint Committee on Equity (see Section 13) shall be responsible for constructing policies  
37 and procedures for guiding the distribution of monies in the external equity raise pool to  
38 address this pattern of differences according to the following principles: The goal of these  
39 raises is to increase by the most the average salaries of those faculty in units/ranks that  
40 are farthest from their AAU public comparators. If the pool is insufficient to raise all  
41 unit/rank averages to the external comparator levels, the Joint Committee shall prioritize  
42 increases for those units/ranks that are farthest from the comparators. Within units/ranks,  
43 raises shall prioritize those most underpaid in comparison to external comparators.  
44

45 **b. Internal equity:** “Internal equity” issues refer to a pattern of differences, including

1 compression and inversion among salaries within units and time in rank. The Joint  
2 Committee on Equity (see Section 13) shall be responsible for constructing policies and  
3 procedures to guide the distribution of monies in the internal equity raise pool. In  
4 determining differences in pay, the Joint Committee will account for the University  
5 Senate’s study on service, situations of protected classes of faculty, and the Oregon Equal  
6 Pay Act. Processes shall include appropriate data analysis, contract and CV reviews, and  
7 interviews as necessary.  
8

9 **Section 3. January 2027 Merit Increases.** Eligible bargaining unit faculty members will receive  
10 a 3.0% increase to base salary effective January 1, 2027. Eligible bargaining unit faculty  
11 members are those with an appointment as of October 31, 2026. In addition to the meritorious  
12 salary increases associated with successful promotion, tenure, ~~and six-year post-tenure, and~~  
13 ~~career continuous employment~~ reviews, the University will establish a unit-based pools of ~~3%~~  
14 ~~6%–5.78%~~ 5.0% for salary increases to be distributed solely as merit to bargaining unit faculty  
15 members in the Career and Tenure-Track and Tenured classifications ~~as follows~~. Total unit-  
16 based pool amounts will be determined based on the total base salary (prorated for FTE) for  
17 eligible faculty members in each group as of October 31, ~~preceding the increase date, 2023~~ 2026  
18 and increases will be effective January 1, ~~2024~~ 2027.  
19

20 **a. Eligibility:** To be eligible for merit, the faculty member must have an appointment on  
21 or before July 1, ~~preceding the increase date, 2023–2026~~. Merit reviews will be based on  
22 the work performed by the faculty member since the faculty member’s last merit review  
23 or since the faculty member’s start date, if the faculty member was hired during the last  
24 review period, and may take into account the length of service over the review period.  
25 Units may establish different ~~reviews period~~ review periods in their respective unit level  
26 policies.  
27

28 **b. Distribution:** ~~Merit distributions should be given as a percentage of base salary,~~  
29 ~~irrespective of FTE in any given review period, and not as a flat dollar amount, unless~~  
30 ~~the unit has Office of the Provost approval for the distribution.~~ Unit level merit policies  
31 must include criteria for determining whether faculty members exceed, meet, or do not  
32 meet expectations in teaching, service, and research, as applicable, and a methodology  
33 for determining when faculty meet expectations overall based on their ratings in those  
34 areas. ~~Merit determinations may not be grieved except for specific allegations of~~  
35 ~~process error(s) or prohibited discrimination and retaliation that materially impacted a~~  
36 ~~determination. Neither the academic judgment and/or application of unit-level criteria of~~  
37 ~~a merit determination may be grieved. Among faculty who meet expectations for merit~~  
38 ~~raises, it is expected that there will be different levels of accomplishment in teaching,~~  
39 ~~scholarship and creative activities, and service that will correspond to different merit~~  
40 ~~ratings in those categories and overall.~~  
41

#### 42 **Section 2 4. Funding-Contingent Faculty**

- 43
- 44 a. In no case will a funding-contingent faculty member be awarded retroactive salary  
45 increases. In lieu of retroactive pay, funding-contingent faculty members will be entitled  
46 to a lump-sum equivalent to the retroactive pay to be distributed no less than three

1 months after the retroactive pay would have otherwise been provided.

- 2  
3 b. Funding-contingent faculty who are principal investigators on the sponsored project that  
4 funds their own salary may petition the Office of the Provost to delay or forgo an increase  
5 in their own salary as required under this Agreement.  
6

7 **Section 3.5. Salary Floors**

- 8  
9 a. As of July 1, 2025, the following minimum salary floors will be in effect for all  
10 bargaining unit faculty members in the Career, Postbaccalaureate Scholar, Pro Tem,  
11 Visiting, and Retired classifications:  
12

| Category                    | 9-month Salary Floor | 12-month Salary Floor |
|-----------------------------|----------------------|-----------------------|
| PE & Rec                    | \$35,251             | \$43,085              |
| Postbaccalaureate Scholar   | \$32,549             | \$39,782              |
| Research Assistant (Type A) | \$32,549             | \$39,782              |
| Research Assistant (Type B) | \$35,380             | \$43,242              |
| Research Assistant (Type C) | \$38,456             | \$47,002              |
| Research Associate          | \$43,262             | \$52,877              |
| All Others                  | \$52,877             | \$64,627              |

13  
14  
15 Salary floors for 9-month appointments are 9/11 of the 12-month salary floor.

16  
17 *[comment: previous tables deleted for clarity]*

- 18  
19  
20 b. ~~Through June 30, 2023, the minimum salary floor for Pro Tem and Visiting bargaining~~  
21 ~~unit faculty members will be 90% of the corresponding Career floor in subsection (a).~~  
22 ~~Effective July 1, 2023, the~~The minimum salary floors for instructional Pro Tem and  
23 ~~Visiting bargaining unit faculty members are will be 90% of the corresponding Career~~  
24 ~~floor in subsection (a).~~  
25

- 26 **b. Postdoctoral Scholars:** Each department or unit that hires Postdoctoral Scholars will  
27 maintain a unit-based salary floor that is no less than the Research Associate salary floor in  
28 Section 3.a. Departments or units reserve the right to pay at a higher level, so long as salary  
29 equity by years of service is maintained. ~~When a Postdoctoral Scholar's annual contract is~~  
30 ~~renewed, they shall receive an increase to base salary. Postdoctoral Scholars are not eligible~~

1 ~~for merit or across the board salary increases pursuant to this Article.~~

2  
3 i. **NIH Minimum.** The minimum salary floor for Postdoctoral Scholars on 12-  
4 month appointments funded by NIH grants will be no less than the amounts set  
5 according to the NIH Postdoctoral minimum salary schedule and the floor will  
6 be adjusted each year pursuant to that NIH schedule. Postdoctoral Scholars under  
7 this section shall not be entitled to any merit or across the board increases  
8 pursuant to this Article.

9  
10 ii. **Other Postdoc Minimum.** The minimum salary floor for all other Postdoctoral  
11 Scholars is the Research Associate salary floor under 5.b. Postdoctoral Scholars  
12 under this section shall be eligible to receive merit or across the board increases  
13 pursuant to this Article. No current bargaining unit faculty member in the  
14 Postdoctoral Scholar classification will have their base salary reduced with the  
15 introduction of non-NIH salary floor under this section. **Postdoctoral scholars**  
16 **who perform teaching duties will receive the equivalent pay for their teaching**  
17 **responsibilities, or their Postdoctoral salary floor, whichever is higher.**

18  
19 c. ~~The following minimum salary floors will be in effect for all bargaining unit faculty~~  
20 ~~members in the Career, Postbaccalaureate Scholar, and Retired classifications:~~

|    |   |          |
|----|---|----------|
| 21 | i. <del>PE/Rec-</del>   | \$26,000 |
| 22 | ii. <del>Postbaccalaureate Scholar</del>                                | \$30,600 |
| 23 | iii. <del>Research Assistant (Type A)-</del>                            | \$30,600 |
| 24 | iv. <del>Research Assistants (Pre 2022 Types, Type B, and Type C)</del> | \$34,000 |
| 25 | v. <del>All Others-</del>   | \$39,000 |

26  
27  
28 d. ~~As of July 1, 2023, the following minimum salary floors will be in effect for all~~  
29 ~~bargaining unit faculty members in the Career, Postbaccalaureate Scholar, and Retired~~  
30 ~~classifications:~~

31  
32 *[comment: previous tables deleted for clarity]*

33  
34 **Section 4.6 Promotion and Review Related Salary Increases.** All increases under this section  
35 will become effective September 16 for 9-month appointments and July 1 for 12-month  
36 appointments following the date of the review decision. To the extent a review decision is  
37 delayed by the University an increase will be made retroactively to the dates above, as  
38 appropriate.

39  
40 a. **Promotion Increases.** All bargaining unit faculty members who achieve a promotion in  
41 rank will receive an increase of at least 8% ~~10%~~ of base salary.

42  
43 b. **Sixth-Year Post-Tenure Review Increases.** Full professors who successfully complete  
44 (meets expectations in all areas or exceeds expectations in all areas) ~~their first~~ a major  
45 sixth-year post-tenure review after promotion to full professor will receive an increase to  
46 base salary of at least 4% ~~8%~~ for meeting expectations. ~~in all areas or at least 8% 10%~~

1 ~~for exceeding expectations in all areas. Full professors who successfully complete~~  
2 ~~subsequent major reviews will receive an increase of at least 4% of base salary.~~

3  
4 c. **Career Continuous Employment Review Increases.** Career faculty at the highest rank  
5 in their category or in a single rank category who successfully complete (meets or  
6 exceeds expectations in all areas) ~~their first~~ a continuous employment review will  
7 receive an increase to base salary of at least 4% ~~8%~~ for meeting expectations. ~~in all areas~~  
8 ~~or at least 8%–10% for exceeding expectations in all areas. Career faculty who~~  
9 ~~successfully complete subsequent continuous employment reviews will receive an~~  
10 ~~increase of at least 4% of base salary.~~

11  
12 d. **Increases are minimums.** All increases specified in this Section are minimum increases.  
13 The University may choose to provide additional increases to base salary upon promotion  
14 and/or reviews.

15  
16 **Section 5 7. Retention Adjustments.** To facilitate retention salary adjustments, the Office  
17 of the Provost will maintain a retention salary adjustment policy, posted on their website,  
18 describing the criteria and procedures to be used in making retention adjustments for  
19 bargaining unit faculty members. The Office of the Provost will notify the Union of any  
20 retention adjustments made to the salary of a bargaining unit faculty member ~~as well as any~~  
21 ~~cases where the Office of the Provost decided not to make a retention offer to a bargaining~~  
22 ~~unit faculty member as well as denials of retention efforts.~~

23  
24 **Section 6 8. Payment of Salary.** Bargaining unit faculty members may opt to be paid in 12  
25 equal monthly installments consistent with IRS regulations. Salary shall be paid by direct  
26 deposit except in the case of emergency or unless another method of payment is required by law.  
27 ~~If the University fails to issue pay to a bargaining unit faculty member on time (including but~~  
28 ~~not limited to salary, stipends, overloads, awards), the University shall be liable for any costs~~  
29 ~~incurred by the bargaining unit faculty member as a result of late payment, including but not~~  
30 ~~limited to overdraft fees and late fees assessed for household bills. Bargaining unit faculty~~  
31 ~~members are responsible for checking their pay stub each pay period and to report any~~  
32 ~~discrepancies (e.g., overpayment, underpayment, deduction errors, etc.) to the University in a~~  
33 ~~timely manner. If the University is more than five days late in issuing a bargaining unit faculty~~  
34 ~~member's pay, the University shall also provide the affected bargaining unit faculty member an~~  
35 ~~additional \$50 per day until their full salary is issued.~~

36  
37 **Section 9. Reimbursements.** The University shall reimburse bargaining unit faculty members  
38 for their approved expenses (including but not limited to travel, purchases, payroll expenses, and  
39 other properly substantiated business and research expenses) in a timely manner. ~~If the~~  
40 ~~University fails to pay such reimbursements within 35 days, the University shall also provide~~  
41 ~~affected bargaining unit faculty members an additional \$50 per day until the reimbursement has~~  
42 ~~been issued.~~

43  
44 **Section 7 10. Alternative Program Models.** Notwithstanding other provisions of this  
45 agreement, assignments in programs that rely on alternative compensation models (where  
46 compensation is provided at a fixed rate outside regular salary) to be financially viable may be

1 compensated at a rate to be agreed to by the University and the bargaining unit faculty member  
2 without regard to the bargaining unit member's existing base salary.

3  
4 **Section 8 11. Workload Adjustments.** Both parties recognize that professional responsibilities  
5 ebb and flow throughout the year. The provisions of this section are not meant to address minor  
6 or normal fluctuations in workload.

- 7  
8 a. If a Career or Limited Duration bargaining unit faculty member has their FTE reduced  
9 with no demonstrable corresponding reduction in workload, then the bargaining unit  
10 faculty member's base salary will be increased in proportion to the FTE reduction.  
11  
12 b. If a Career or Limited Duration bargaining unit faculty member has their workload  
13 significantly increased with no corresponding increase in FTE, then the bargaining unit  
14 faculty member's base salary will be increased in proportion to the workload increase.  
15  
16 c. If a bargaining unit faculty member is paid an overload or stipend it must be for work  
17 above and beyond their regular workload. If the University ends an overload or stipend  
18 payment and a workload adjustment has not been made to account for the change, the  
19 bargaining unit faculty member will no longer be expected to complete the assignment  
20 which generated the overload or stipend.  
21

22 **Section 9 12.** For a period of two years post layoff, Career faculty members who are laid off for  
23 academic or financial reasons (Article 16, Section 12.b & c.) and who are rehired in the same  
24 category must retain the same or greater FTE as of the time of layoff. Laid off Career faculty  
25 members hired back into the same department or unit will be hired back at the same or greater  
26 FTE and salary.  
27

28 **Section 10 13. Academic Year Appointment Half-Month Pay.** Bargaining unit faculty  
29 members with academic year appointments (9-month) in positions that are exempt (salaried) will  
30 receive a full-half-month salary in September and in June at their respective monthly rate. This  
31 Section does not apply to those with otherwise partial-month appointments (i.e., single-term only  
32 appointments), those not employed in a respective month, or those who have elected a 12-month  
33 pay option.  
34

35 **Section 14. Joint Committee on Equity.** The Union and the University agree to form a Joint  
36 Committee on Equity (Joint Committee) charged with creating policies and procedures for  
37 guiding the distribution of equity pool money.

- 38 a. **Composition.** The Joint Committee shall be made up of three members appointed by the  
39 Union and three members appointed by the University.  
40 b. **Internal and External Equity.** The Joint Committee is charged with establishing  
41 policies and procedures for guiding the distribution of the monies in the equity pools for  
42 internal and external equity (See Section 2). The Joint Committee will first calculate  
43 external equity raises and then, using the resulting salaries as the baseline, calculate  
44 internal equity raises.  
45 c. **Publication.** The policies established by the Joint Committee will be published on the  
46 Academic Affairs website and provided by email to the Union.

- 1 d. **Service Credit for Members.** Whether by the Union or the University, any appointment  
2 of a bargaining unit member to the Joint Committee shall be considered a service  
3 obligation for that member during the period that the Joint Committee meets.  
4 Membership on the Joint Committee shall be considered equitably with other service  
5 obligations with respect to workload planning and any review of faculty activity  
6 including but not limited to merit raises, promotion and tenure reviews, and post-tenure  
7 or post-promotion reviews.
- 8 e. **Deadline.** The work of the Joint Committee shall be completed October 31, 2025.  
9 Should the Joint Committee fail to complete either the external or internal equity  
10 adjustments by this date, the monies shall be distributed as across-the-board raises.

1 UNITED ACADEMICS LAST, BEST, FINAL OFFER  
2 UNITED ACADEMICS COUNTERPROPOSAL (12/05/2024)  
3 UNIVERSITY OF OREGON COUNTERPROPOSAL (10/31/2024)  
4 UNITED ACADEMICS COUNTERPROPOSAL (10/17/2024)  
5 UNIVERSITY OF OREGON COUNTERPROPOSAL (7/2/2024)  
6 UNITED ACADEMICS COUNTERPROPOSAL (6/13/2024)  
7 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/2/2024)  
8 UNITED ACADEMICS COUNTERPROPOSAL (4/18/2024)  
9 UNIVERSITY OF OREGON COUNTERPROPOSAL (3/14/2024)  
10 UNITED ACADEMICS PROPOSAL (2/15/2024)

11  
12 **Document Key**

13 UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored

14  
15 **ARTICLE 28. MISCELLANEOUS BENEFITS**

16  
17 **Section 1.**

- 18  
19 a. All bargaining unit faculty members shall have equal access to the miscellaneous  
20 benefits and services provided by the University to all faculty and Officers of  
21 Administration as of the effective date of this Agreement, including, but not limited to:  
22  
23 i. LTD Bus Ridership Program;  
24 ii. Parking permit;  
25 iii. Full faculty access to the University of Oregon Libraries services and collections;  
26 iv. Discounts on athletic tickets;  
27 v. All EMU facilities, programs, and services;  
28 vi. Select services through the University Health Center.  
29  
30 b. Bargaining unit faculty members with appointments 0.50 FTE or greater shall have equal  
31 access to the miscellaneous benefits and services provided by the University to all faculty  
32 and Officers of Administration, including, but not limited to:  
33  
34 i. Tuition discounts provided through tuition discount program **at the University of**  
35 **Oregon for up to 16 credits per term;**  
36 ii. Professional Development Opportunity Fund;  
37 iii. TriMet annual pass for those whose employment base is Portland and who satisfy  
38 the program eligibility requirements. TriMet annual passes are subject to change  
39 in benefit offering, program terms, and eligibility requirements.  
40  
41 c. Bargaining unit faculty members will be subject to any changes in the cost charged to all  
42 other faculty and Officers of Administration for these benefits and services.  
43

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

46  
47 **Section 3.** Bargaining unit faculty members who are using the tuition discount for the



48 undergraduate education of a dependent child will be entitled to a second, concurrent tuition  
49 discount for a dependent child to attend undergraduate programs at the University of Oregon.  
50 The terms, conditions, eligibility requirements, and discount available applicable to this  
51 additional tuition discount will be the same as the terms, conditions, eligibility requirements,  
52 and discount available under the tuition discount program. **If both parents of a dependent child**  
53 **are bargaining unit faculty members, a full tuition waiver will be granted at the University of**  
54 **Oregon.**

55  
56 ~~Faculty members who have worked for the University of Oregon for 20 years or more, and~~  
57 ~~have since retired or left employment in good standing, will remain eligible for a tuition~~  
58 ~~discount for the undergraduate education of one dependent child at the University of Oregon.~~

59  
60 ~~No undergraduate programs taken in residence shall be considered an excluded program. The~~  
61 ~~tuition discount for credits taken at the University of Oregon shall not be less than 70 percent of~~  
62 ~~the resident undergraduate tuition for bargaining unit faculty members.~~

63  
64 **Section 4.** All fees associated with applying for or renewing an H-1B or J1 visa will be paid for  
65 by the University on behalf of bargaining unit faculty members.

66  
67 **Section 5.** All departments or units that fail to meet paperwork deadlines relevant to H-1B or J1  
68 visas or otherwise cause a bargaining unit faculty member to miss deadlines by not supplying  
69 required paperwork in a timely manner will pay the Premium Processing fee to expedite the  
70 processing of the visa paperwork.

1 **UNITED ACADEMICS LAST, BEST, FINAL OFFER**  
2 UNIVERSITY OF OREGON MEDIATION PROPOSAL (2/7/2025)  
3 UNITED ACADEMICS COUNTERPROPOSAL (12/05/2024)  
4 UNIVERSITY OF OREGON COUNTERPROPOSAL (10/31/2024)  
5 UNITED ACADEMICS COUNTERPROPOSAL (10/17/2024)  
6 UNIVERSITY OF OREGON COUNTERPROPOSAL (7/15/2024)  
7 UNITED ACADEMICS COUNTERPROPOSAL (7/2/2024)  
8 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/2/2024)  
9 UNITED ACADEMICS PROPOSAL (3/14/2024)

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11 **Document Key**

12 UA new | ~~UA-deletion~~ | UO new | ~~UO-deletion~~ | Accepted | Deleted | Status Quo | Restored  
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14 **ARTICLE 32. LEAVES**

15  
16 **Leave Policies on Website**

17  
18 **Section 1.** The University will maintain all of the leave policies applicable to bargaining unit  
19 faculty members on the Human Resources website and in the Faculty Handbook.

20  
21 **Sick Leave**

22  
23 **Section 2.** All bargaining unit faculty members appointed at 1.0 FTE will be credited with  
24 eight hours of sick leave for each full month of employment, or two hours for each full week  
25 of employment less than one month. Bargaining unit faculty employed at less than 1.0 FTE  
26 will be credited with a pro rata amount.

27  
28 Sick leave is not earned or used during sabbatical leave, fellowship leave, career development  
29 leave, or leave without pay. Sick leave credit shall be earned during sick leave with pay and  
30 during other periods of paid leave. There is no limit on the amount of sick leave that may be  
31 accrued.

32  
33 **Section 3.** Bargaining unit faculty members who have earned sick leave credits must use and  
34 must record the use of sick leave for any period of absence during the faculty member's regular  
35 work hours on a day that the university is open during the term of the employee's appointment, if  
36 the absence is due to the employee's illness, injury, pregnancy-related illness or other conditions,  
37 medical or dental care, exposure to contagious disease, or attendance upon members of the  
38 employee's immediate family (employee's parent(s), spouse or domestic partner, spouse or  
39 domestic partner's parent(s), children, stepchildren, sibling(s), grandparent(s), children-in-law,  
40 ~~or~~ another member of the immediate household, **or any other member deemed eligible pursuant**  
41 **to Federal or State law**) where the employee's presence is required because of illness; or for any  
42 period of absence that is due to a death in the immediate family of the bargaining unit faculty  
43 member or in the immediate family of the bargaining unit faculty member's spouse or domestic  
44 partner. **The University will provide each bargaining unit faculty members with clear**  
45 **instructions on how to record ~~report~~ sick leave use.**  
46

47 The University may require a ~~physician's~~ certificate from a health care provider to support the  
48 sick leave claim for any absence in excess of 15 consecutive days or for recurring sick leave  
49 use. The University may require a ~~physician's health care provider's~~ certificate before allowing  
50 the bargaining unit faculty member to return to work to certify that the return would not be  
51 detrimental to the bargaining unit faculty member or to others. Transfer of sick leave for use by  
52 another university employee is not permitted. ~~When a bargaining unit faculty member with~~  
53 ~~instructional duties takes partial or intermittent sick leave, the reduction in FTE shall first be~~  
54 ~~applied to teaching duties, unless the faculty member requests that the reduction occur in service~~  
55 ~~assignments.~~

56  
57 ~~**Section 4. Donated Sick Leave Pool (DSLPP).** The University and the Union will partner to~~  
58 ~~design and implement a Donated Sick Leave Pool (DSLPP) for bargaining unit faculty members~~  
59 ~~by September 1, 2025.~~

60  
61 **Section 4. Paid Leave Oregon.** The University will comply with all applicable laws and  
62 regulations associated with Paid Leave Oregon, including ensuring access of all eligible  
63 bargaining unit members to the benefits of Paid Leave Oregon via the equivalent plan.

64  
65 Bargaining unit faculty members who utilize the Paid Leave Oregon program but do not receive  
66 100% of their regular salary, may, if the employee chooses, use appropriately qualifying paid  
67 sick time, vacation leave, or any other paid leave available. Bargaining unit faculty members  
68 shall determine the order in which they will use the appropriate leave options for topping off up  
69 to 100% of their regular salary.

70  
71 To the extent required by the Paid Leave Oregon law, applicable provisions of the CBA, or state  
72 laws regulating employee benefits, bargaining unit members accessing the Paid Leave Oregon  
73 program who use eligible accrued leave hours to make up the difference between their Paid  
74 Leave Oregon benefit amount and their regular salary amount will continue to have their non-  
75 Paid Leave Oregon leave (i.e., accrued vacation and sick) gross wages accrue all benefits to  
76 which they are eligible.

77  
78 When the administration is notified by The Standard (or other equivalent plan provider) that a  
79 bargaining unit faculty member's claim has been approved for Paid Leave Oregon and benefits  
80 have been calculated, the faculty member will be informed within 10 days of their ability to use  
81 eligible accrued leave hours to make up the difference between their Paid Leave Oregon benefit  
82 amount and their regular salary amount. ~~Bargaining unit faculty members shall have a maximum~~  
83 ~~minimum of 5-10 days to respond to such notice. In the event that a faculty member is unable to~~  
84 ~~respond, the default option shall be to utilize eligible accrued leave hours to make up the~~  
85 ~~difference between their Paid Leave Oregon benefit amount and their regular salary amount.~~

86  
87 ~~In cases of emergency leave, bargaining unit faculty members shall be allowed to retroactively~~  
88 ~~apply accrued leave to make up the difference between their Paid Leave Oregon benefit amount~~  
89 ~~and their regular salary amount.~~

90  
91 **Section 5. Disability Insurance.** Bargaining unit faculty members employed at 0.50 FTE or  
92 greater are eligible for salary continuance under the Short-Term and Long-Term Disability

93 Insurance policies made available through the University.

94

95 **Section 6. Sick Leave Advance for Employee's Own Health Condition.** Bargaining unit  
96 faculty members who earn paid sick leave are also eligible for salary continuance for up to 90  
97 calendar days of absence due to the employee's own injury or illness ~~for qualifying reasons~~  
98 ~~under the Oregon Sick Time Law (ORS 653.601 et seq.)~~ through a combination of accrued sick  
99 leave (Section 2 & 3), and advanced sick leave ~~under this Section, and leave from the Donated~~  
100 ~~Sick Leave Pool.~~ Each faculty member employed at 1.0 FTE is entitled to receive a sick-leave-  
101 with-pay advance as needed to provide the difference between sick leave earned as of the onset  
102 of the ~~illness or injury qualifying event reason~~ and 520 hours; faculty employed at less than 1.0  
103 FTE are eligible to receive a sick-leave-with-pay advance proportional to FTE to provide the  
104 difference between sick leave earned as of the onset of the ~~illness or injury qualifying event~~  
105 ~~reason~~ and a prorate of 520 hours. As sick leave is earned, the amount shall replace any sick  
106 leave advanced until all advanced time is replaced with earned time. No more than a 520-hour  
107 sick leave advance is available during a seven-year period that begins with the first sick leave  
108 advance. More than one sick leave advance is possible as long as the total advance does not  
109 exceed 520 hours during a seven-year period.

110

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

114

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

117

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

126

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

130

## 131 Parental Leave

132

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

137

138 **Section 9. Paid Parental Leave Options:** Bargaining unit faculty members may elect one of

139 the following options for parental leave upon the birth or adoption of a child:

- 140
- 141 a. **Option 1: Paid Leave Oregon:** Bargaining unit faculty members may take parental
- 142 leave under Paid Leave Oregon concurrent with the Family Medical Leave Act (FMLA)
- 143 upon birth, adoption, or foster placement for up to 12 to 14 weeks subject to the
- 144 allowances of Section 4.
- 145
- 146 b. **Option 2: Other Parental Leave:** ~~For leaves not taken under Paid Leave Oregon, b~~
- 147 Bargaining unit faculty members in the Tenure Related and Career Related
- 148 classifications ~~that are not eligible for Option 1~~ may take leave under FMLA ~~or OFLA~~
- 149 with pay, in the following manner:
- 150
- 151 i. **The first 6 weeks.** As part of the first six weeks of leave, the bargaining unit
- 152 faculty member must use any available Short-Term Disability Insurance benefits,
- 153 all accrued vacation leave and all but 80 hours of accrued sick leave. If the
- 154 bargaining unit faculty member does not have sufficient accrued disability
- 155 insurance benefits and accrued paid leave to cover six weeks with full pay, the
- 156 University will provide the faculty member with the necessary amount of paid
- 157 parental leave to allow the faculty member to receive a total of six weeks paid
- 158 parental leave.
- 159
- 160 ii. **The second 6 weeks.** Bargaining unit faculty members may use accrued sick
- 161 leave for their remaining six weeks of parental leave (for a total of 12 work
- 162 weeks of leave). In the event that the faculty member does not have sufficient
- 163 accrued sick leave, employees may borrow advanced sick leave for the
- 164 remainder of the second six work weeks pursuant to Section ~~5 6~~ above. Based on
- 165 the timing of the birth or adoption, this paid leave may extend into a second
- 166 term.

167

168 If both parents are employees of the University, both parents are entitled to parental

169 leave as described in ~~(a-i.)~~ and ~~(b-ii.)~~ above.

170

171 **Section 10. Additional Parental Leave Allowances:** Bargaining unit faculty members in the

172 Tenure Related and Career Related classification who are eligible for leave consistent with

173 Section 9 above may also elect the following:

174

- 175 a. ~~e-~~ **The third 6 weeks for those mothers who give birth.** Bargaining unit faculty
- 176 members in the Tenure Related and Career Related classifications who give birth and
- 177 qualify pursuant to Section 9 ~~the OFLA~~ may take up to an additional 6 weeks of parental
- 178 leave. The faculty member may use any remaining paid leave under Paid Leave Oregon
- 179 or accrued sick leave during this time. Based on the timing of the birth, this paid leave
- 180 may extend into a second term.
- 181
- 182 b. ~~Section 10.~~ **Modified Duties Term.** A bargaining unit faculty member in a Tenure
- 183 Related or Career Related classification who is eligible for leave under Section 9 ~~the~~
- 184 ~~FMLA or OFLA~~ also has the option, within six months after the birth or adoption of a

185 child, to take up to one term of modified duties at full pay status. Modified duties status  
186 provides full or partial release from classroom and classroom-related teaching  
187 responsibilities at full pay following birth or adoption, without using accrued or  
188 advanced sick leave. Any release from or reduction of teaching responsibilities will  
189 follow Section 20 and ~~do~~ does not mean that the faculty member will be required to  
190 carry more than a normal load before or after the leave.

191  
192 **Section 11.** The review clock stoppage for bargaining unit faculty members in the Tenure  
193 Related classifications shall follow Article 20, Section 7.

#### 194 **Vacation Leave**

195  
196  
197 **Section 12.** Vacation means absence from work permitting rest and recreation for a specified  
198 period of time during which regular compensation continues. Bargaining unit faculty  
199 members gain vacation privileges when employed at 0.50 FTE or more on a 12- month  
200 appointment.

201  
202 **Section 13.** Eligible bargaining unit faculty members accrue vacation on a monthly basis,  
203 beginning the first of the month following date of hire or on the first of the month if an  
204 employee is hired the first working day of the month. Vacation accrues on the last day of the  
205 month and is available for use the first day of the next month, subject to the restrictions in  
206 Section 14 of this Article. Faculty members who have a 9-month appointment and are  
207 subsequently appointed to a 12-month contract shall receive credit for the previous 9-month  
208 appointment on a pro-rata basis.

209  
210 Eligible bargaining unit faculty members with a 12-month, 1.0 FTE appointment accrue  
211 15 hours of vacation leave per month; eligible bargaining unit faculty members on a 0.50 FTE or  
212 more 12-month contract accrue vacation in proportion to their FTE.

213  
214 **Section 14.** No employee may accrue in excess of 260 hours, and any accrued vacation leave  
215 in excess of this cap will be forfeited.

216  
217 **Section 15.** If an eligible bargaining unit faculty member transfers to the University of Oregon  
218 from another unclassified position at an Oregon public university and remains eligible for  
219 vacation accrual, they shall transfer all accrued vacation leave to the new position at the  
220 university, unless the break in service exceeds ~~30-180-100~~ days.

221  
222 **Section 16.** The accrual of vacation leave is reduced on a pro-rata basis for a period of leave  
223 without pay, sabbatical leave, and educational leave. Vacation leave is accrued during other  
224 periods of paid leave.

225  
226 **Section 17.** Bargaining unit faculty members are not entitled to payment for unused vacation  
227 except upon non-renewal, retirement, termination of employment, or upon transfer within the  
228 university to another position if the faculty member is not eligible for vacation benefits in the  
229 new position. The maximum number of hours that can be paid upon retirement, termination, or  
230 transfer is ~~180-260~~ hours.

231  
 232 **Section 18.** Vacations are scheduled with the approval of the bargaining unit faculty member's  
 233 supervisor and should be planned cooperatively. Supervisors must be reasonable in allowing the  
 234 use of vacation leave and may not unreasonably deny vacation requests where the result would  
 235 be forfeiture of accrued vacation. For purposes of calculation, one normal work day is the  
 236 equivalent of eight hours of vacation leave for a full-time employee.

237  
 238 **Section 19.** Bargaining unit faculty members must accurately record all vacation hours used.  
 239 The transfer of vacation time for use by any another employee of the university is not  
 240 permitted.

241  
 242 **Section 20.** In the case that an instructional bargaining unit faculty member remains on leave  
 243 for an entire term or more, the following table shall be used to calculate the number of classes  
 244 taught upon return to work:  
 245

| 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              |

246  
 247  
 248 **Holidays and Paid Leave During Breaks**  
 249  
 250 **Section 21.** Bargaining unit faculty members earn the following paid holidays and cannot be  
 251 required to work on these holidays, except as necessary to maintain or operate critical facilities  
 252 or operations. If a bargaining unit faculty member is required to work on a holiday for that  
 253 reason, they may take an equivalent amount of time off with pay at a later date, as approved by  
 254 the bargaining unit faculty member's supervisor:  
 255

- 256 ● New Year's Day
- 257 ● Martin Luther King, Jr.'s Birthday
- 258 ● Memorial Day
- 259 ● Juneteenth
- 260 ● Independence Day

- 261 ● Labor Day
- 262 ● Veterans Day
- 263 ● Thanksgiving
- 264 ● Day after Thanksgiving
- 265 ● Christmas Day

266  
267 **Section 22.** Bargaining unit faculty ~~member~~ members in instructional categories who do not  
268 earn vacation will be considered to be on paid leave during the week between Christmas and  
269 New Year’s Day, and during the week of Spring Break. If, for any reason, they are required to  
270 work on campus during one of these paid leaves, that work will be compensated as overload.

271  
272 ~~Section 23. Employees shall be eligible for 5 days paid bereavement leave per occurrence.~~  
273 ~~Paid bereavement leave shall run concurrently with the Oregon Family Leave Act (OFLA)~~  
274 ~~when applicable. The University shall notify the employee when OFLA is running concurrently~~  
275 ~~with bereavement leave. If additional bereavement time is needed, an employee shall be~~  
276 ~~allowed to use accrued leave or leave without pay, at the option of the employee. Information~~  
277 ~~regarding bereavement will be easily accessible on the HR website.~~

### 278 279 **Leave Without Pay**

280  
281 **Section 24.** A bargaining unit faculty member may petition the Office of the Provost to be  
282 granted leave without pay. The granting of leave without pay is ~~in~~ at the discretion of the Office  
283 of the Provost ~~and shall not be unreasonably denied~~. If granted, leave without pay may not  
284 exceed two consecutive academic or fiscal years, depending on the appointment. ~~Those granted~~  
285 ~~leave without pay for an academic or fiscal year must indicate their intent to return to the~~  
286 ~~University by email in writing by March 15 of the approved leave year. Those who fail to~~  
287 ~~indicate an intent to return by this date in response to a University inquiry sent to their UO~~  
288 ~~email address, and those who or who indicate they do not intend to return prior to this date, are~~  
289 ~~considered to have voluntarily resigned from employment at the University. Nothing in this~~  
290 ~~Section shall prohibit the University from reinstating a bargaining unit faculty member to their~~  
291 ~~position. There is no shall be no mandatory return-to-service obligation when a bargaining unit~~  
292 ~~faculty member takes a full an external fellowship or is on leave without pay or leave without~~  
293 ~~pay for medical reasons. Faculty members on external fellowship leave will not be considered~~  
294 ~~on leave without pay for purposes of payroll, OPE, or the calculation of sabbatical eligibility.~~  
295 ~~Faculty members on external fellowships will continue to be treated as regular faculty for~~  
296 ~~purposes of payroll (when applicable), benefits, and the calculation of sabbatical eligibility.~~

### 297 298 **Compliance with Laws**

299  
300 **Section 25.** The University will comply with applicable state and federal laws, including the  
301 ADA, the OFLA, ~~Paid Leave Oregon~~, and the FMLA, regarding leaves and the accommodation  
302 of disabilities.

### 303 304 **Inclement Weather Policy**

305  
306 **Section 26.** To bring clarity to the implementation of the University’s inclement weather policy



307 at the department or unit level, all faculty members who are required to report during inclement  
308 weather shall be notified of such requirement, at a minimum, at the beginning of each academic  
309 year.

1 UNITED ACADEMICS LAST, BEST, FINAL OFFER  
2 UNITED ACADEMICS COUNTERPROPOSAL (12/5/2024)  
3 UNIVERSITY OF OREGON COUNTERPROPOSAL (7/2/2024)  
4 UNITED ACADEMICS COUNTERPROPOSAL (5/23/2024)  
5 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/2/2024)  
6 UNITED ACADEMICS COUNTERPROPOSAL (4/18/2024)  
7 UNIVERSITY OF OREGON COUNTERPROPOSAL (2/15/2024)  
8 UNITED ACADEMICS PROPOSAL (2/1/2024)  
9

10 **Document Key**

11 UA new | ~~UA-deletion~~ | UO new | ~~UO-deletion~~ | Accepted | Deleted | Status Quo | Restored  
12  
13

14 **ARTICLE 33. SABBATICAL**  
15

16 **Section 1.** A bargaining unit faculty member may apply for sabbatical leave for purposes of  
17 research, writing, advanced study, and travel undertaken for observation and study of conditions  
18 in our own or in other countries affecting the applicant's field or related scholarly or professional  
19 activities. Sabbatical leave is granted to eligible bargaining unit faculty members when their  
20 application demonstrates they will use this period in a manner which will thereafter increase the  
21 applicant's effectiveness to the university. Only the Office of the Provost can approve  
22 applications for sabbatical leave. ~~Applications by eligible bargaining unit faculty members shall~~  
23 ~~not be unreasonably denied.~~  
24

25 **Section 2. Eligibility.** To be eligible to apply for sabbatical a bargaining unit faculty member  
26 must have been successful in their most recent major review or have an approved development  
27 plan in which sabbatical leave will allow them to be successful in a subsequent review. A  
28 bargaining unit faculty member at 0.5 FTE or greater in the Tenure-Track and Tenured or Career  
29 classification at a promoted rank or in a single-rank category who will satisfy the timing  
30 requirements of Section 3 is eligible to apply for sabbatical leave.  
31

32 Bargaining unit faculty members with funding-contingent appointments, except those in the  
33 Research Professor category who satisfy the criteria above, are ineligible for sabbatical leave.  
34 Bargaining unit faculty members with an agreement to retire are ineligible for sabbatical.  
35

36 **Section 3. Timing.** Approved sabbatical leave may be taken by a bargaining unit faculty member  
37 after having been continuously employed at the university in a Tenure-Track and Tenured or  
38 Career position for 18 quarters (excluding Summer Session) or, in the case of 12-month faculty,  
39 72 months, which will be measured from their start date in an eligible classification or the  
40 beginning of the quarter or month following their most recent sabbatical.  
41

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

47  
48 Cases involving mixed terms of service may be adjusted by the Office of the Provost, in  
49 accordance with the principles set forth in this Article.

50  
51 **Section 4. Applying for Sabbatical.** Applicants for sabbatical leave must present a careful  
52 statement of plans for the leave period and a justification of the leave in terms of the criteria  
53 stated above. Sabbatical plans must include a description of work and outcomes closely aligned  
54 with the applicant’s position and scope of duties. The request must be accompanied by an official  
55 application form, a curriculum vitae, and a description of current teaching; scholarship, research,  
56 and creative activity; service; and other professionally relevant activities, and a copy of the  
57 report on the applicant’s last sabbatical described in Section 8 (if this is not the applicant’s first  
58 sabbatical).

59  
60 **Section 5. Delays.** In consultation with a bargaining unit faculty member, a sabbatical leave may  
61 be delayed for up to two years by the Office of the Provost for reasons of institutional  
62 convenience. ~~Such notice shall be delivered in writing by the Office of the Provost to faculty~~  
63 ~~members with an indication of subsequent eligibility.~~ In such instances the faculty member will  
64 become eligible for a succeeding sabbatical leave after an equivalently reduced period of years.  
65 ~~Special consideration shall be given to bargaining unit faculty members awarded fellowships that~~  
66 ~~cannot be postponed beyond the period for which they were awarded.~~

67  
68 **Section 6. Duration and FTE.** Bargaining unit faculty members may apply for sabbatical with  
69 the durations specified below. Sabbatical must be taken in consecutive terms. FTE while on  
70 sabbatical is calculated as follows:

71  
72 
$$\text{Maximum Sabbatical FTE} \times \text{Annualized FTE Rate} = \text{Actual Sabbatical FTE}$$

73  
74 Maximum FTE corresponds to the sabbatical duration in the table below. The annualized FTE  
75 rate is the regular annualized FTE of the bargaining unit faculty member. FTE for a given  
76 sabbatical cannot exceed a bargaining unit faculty member’s regular annualized FTE.

77

| Sabbatical Duration   | Maximum Sabbatical FTE |
|---|------------------------|
| One academic year (9-month appointments); or<br>Nine to twelve months (12-month appointments) | 60% <del>75-70%</del>  |
| Two-terms (9-month appointments); or<br>Five to eight months (12-month appointments)          | 75% <del>85-80%</del>  |
| One-term (9-month appointments); or<br>Zero to four months (12-month appointments)            | 100%                   |

78  
79 **Section 7. Remaining Course Load.** Bargaining unit faculty members who take a one- or two-  
80 term sabbatical will have the following remaining course load for the academic year impacted by  
81 sabbatical leave:

82

| 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                   |

83

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

87

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

96

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

102

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

# United Academics Local 3209

## Costing Assumptions for Final Offer

### Global assumptions

- The distribution of bargaining unit members across FTE allocations, classifications and rank will remain the same throughout the contract as observed in the November 2024 Census
- Bargaining unit members fall into Other Personnel Expenditure (OPE) groups according to the following schedule:

| OPE Group | Employee Class                                 |
|-----------|--|
| A         | AA, AB, AL, AQ, AR, FB, FE                     |
| B         | FA, FK, FM, FN, FO, FQ, FR, AM, AN, AO, AP     |
| C         | AC, AD, AS, AT, AW, AX, FS, FT, FC, FD, FW, FX |
| Temps     | FV, AV   |

- OPE is calculated as a percentage of base salary according to the following schedule:

| OPE Group | 2025  | 2026  | 2027  |
|-----------|-------|-------|-------|
| A         | 75.0% | 76.5% | 80.1% |
| B         | 50.1% | 52.9% | 53.7% |
| C         | 31.3% | 34.2% | 33.0% |
| Temps     | 28.7% | 26.1% | 30.1% |

- The total cost of an employee is equal to the employee's base salary plus OPE

### Article 17, Section 2

- Time allocated to professional development would reduce the FTE of the affected faculty available for instructional duties; those teaching 9 courses per year would teach 8 courses per year.
- Those duties would be covered by hiring additional 1.0 FTE Career faculty at the average salary of faculty in the Career classification, inclusive of raises proposed in Article 26.
- 90% of Career faculty with a 1.0 FTE appointment currently teach 9 courses per year

# Article 26

## Sections 1-5

- Raise pools of all types are assumed to apply evenly to bargaining unit faculty

## Section 6

- One-sixth of bargaining unit faculty who are in the Tenure Track or Career classifications either receive a rank promotion or a top-rank review each year
- Of those receiving a top-rank review, 40% are in their first review, and 60% are in subsequent reviews
- Promotion and review raise costs are calculated as incremental over the cost of the raise pools in Article 26 Sections 1-5
- Subsection (d) is discretionary and thus we do not assume a specific cost associated with it

# Article 28, Sections 1b and 3

- We adopt the Administration's costing methodology as communicated to us via e-mail and contained within the document "Tuition for UA v 2.xlsx"
- For Section 1b: "Methodology: Converted each student utilizing the Staff/Family tuition benefit at the UO (AY2022-23) who were enrolled in 12 credits or more, on a term basis, and assumed that they would increase their carrying load to 16 credits if they were not already there and calculated the foregone tuition revenue (70% of current charges above 12 credits) and additional waiver cost (70% of tuition charge) from their current credit hour load to 16 credit hours. Costs were then increased from AY2022-23 rates to AY2024-25 rates to take account of implementation."
- For Section 3: "Methodology: Using PEBB information, identified the number of employees that both partners are benefits eligible at the UO, divided that number by two, and multiplied by the product the percentage of employees utilizing the staff/family tuition benefit and assumed three terms at 16 credit hours. tuition discounted at 100%."

# Appendix 4

- Time allocated to the Teaching Engagement Program would result in hiring additional Career instructional FTE at average salaries for that classification.

## Article XX

- We assume a bridge pool of \$1,000,000 per year.
- We assume the pool is fully depleted each year and must be refilled.
- We do not estimate the cost of Section 2.

**STATE OF OREGON, EMPLOYMENT RELATIONS BOARD**

**COST SUMMARY FORM**

**For ERB Use Only**

Case No. \_\_\_\_\_

Date Filed \_\_\_\_\_

**Projected Increase/Decrease in Each Year**

(add or shade unused columns as needed)

| <b>Proposal Description<br/>including Article or<br/>Section Numbers</b> | <b>Current Cost</b> | <b>Year 1</b> | <b>Year 2</b> | <b>Year 3</b> | <b>Total Projected<br/>Increase /<br/>Decrease</b> | <b>Explain calculations.</b><br>List all factors and assumptions used<br>in calculating costs for each year.<br>Attach additional sheet if necessary. |
|--|---------------------|---------------|---------------|---------------|--|---|
|  |                     |               |               |               |  |   |
|  |                     |               |               |               |  |   |
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| <b>TOTAL (for each column)</b>   |                     |               |               |               |  |   |