

**COLLECTIVE BARGAINING
AGREEMENT**

between

THE UNIVERSITY OF OREGON

and

UNITED ACADEMICS, AAUP / AFT, AFL-CIO

THROUGH JUNE 30, 2027

Effective April 15, 2025

TABLE OF CONTENTS

Preamble	i
Article 1. Recognition.....	1
Article 2. Consultation	2
Article 3. Shared Governance	3
Article 4. Unit-Level Policies	4
Article 5. Academic Freedom, Free Speech and Faculty Responsibility.....	7
Article 6. Policies and Practices	9
Article 7. Distribution of the Agreement.....	10
Article 8. Personnel Files	11
Article 9. Union Rights.....	13
Article 10. Dues Deduction	16
Article 11. Release Time	17
Article 12. Facilities and Support	19
Article 13. Health and Safety	21
Article 14. Non-Discrimination	23
Article 15. Academic Classification and Rank	24
Article 16. Notices of Appointment.....	32
Article 17. Assignment of Professional Responsibilities	38
Article 18. Summer Session Appointments and Assignments.....	41
Article 19. Career Faculty Review and Promotion	42
Article 20. Tenure Review and Promotion.....	52
Article 21. Review Decision Appeals	65
Article 22. Grievance Procedure.....	70
Article 23. Arbitration	75

Article 24. Discipline and Termination For Cause.....	79
Article 25. Termination Without Cause for Program Elimination or Reduction.....	81
Article 26. Salary	83
Article 27. Health Insurance Benefits.....	88
Article 28. Miscellaneous Benefits	89
Article 29. Retirement Benefits	90
Article 30. Benefits for Eligible Retired Bargaining Unit Faculty.....	91
Article 31. Tenure Reduction Program (TRP)	93
Article 32. Leaves	94
Article 33. Sabbatical	100
Article 34. Caregiving	103
Article 35. Jury Duty.....	104
Article 36. Professional Development.....	105
Article 37. Ethics and Professional Responsibility	106
Article 38. Criminal Records Checks	107
Article 39. Drug and Alcohol Testing.....	109
Article 40. Acceptable use of University Information Assets	110
Article 41. No Strike, No Lockout.....	112
Article 42. Rights Reserved to the University	113
Article 43. Totality of Agreement	114
Article 44. Severability.....	115
Article 45. Negotiation of Successor Agreement	116
Article 46. Definitions	117
Signatures.....	118
Appendix 1: Implementation Agreements	119

Appendix 2: Unit Policy Development Guidelines	121
Appendix 3: Tenure Review File Checklist	127
Appendix 4: University Distinguished Teaching Professor Program	129
Appendix 5: Agreement on the American English Institute	131

PREAMBLE

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

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

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

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

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

ARTICLE 1. RECOGNITION

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

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

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

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

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

ARTICLE 2. CONSULTATION

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

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

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

ARTICLE 3. SHARED GOVERNANCE

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

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

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

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

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

ARTICLE 4. UNIT-LEVEL POLICIES

Section 1. Initiation.

- a. **New departments or units.** Each new department or unit shall develop a written policy delineating its procedures for the internal governance of the department or unit, merit review, professional responsibilities, review and promotion, summer session, and professional development. College- or school-level policies will only constitute unit-level policies if approved through the process in this article. Such college- or school-level policies must articulate discipline specific review and promotion criteria within their review policies that clarify the expectations for faculty activity in research and scholarship. Guidelines for these policies are described in Appendix 2.
- b. **Administration-initiated revision.** The department or unit head, dean, vice president, or the Office of the Provost may call for changes to the established policy of a department or unit by informing the unit faculty of the change being considered, thereby initiating the unit's process for policy revision.
- c. **Faculty-initiated revision.** Department or unit faculty members, either through a governance committee or at a regular faculty meeting, may call for changes to an established unit-level policy by notifying the faculty, or department or unit head, of a change to be considered. Calls for revision of a department or unit policy shall be assigned to a governance committee or considered at a regular faculty meeting within 60 days of the notification of the proposed change. Any proposed policy revisions that the faculty have voted against will not be brought back before the next academic year.
- d. **University-Union revisions.** The Office of the Provost will communicate to departments or units any agreements between the University and the Union that modify provisions of an established department or unit policy. Department or unit policy documents will be updated on the Provost's website within 90 days of the agreement. Policy revisions under this subsection are not subject to the process outlined in Sections 2 and 3.

Section 2. Development and revision of policies. All faculty in each department or unit shall have the opportunity to participate in the development and revision of that department's or unit's policies. At the outset of policy formulation or revision, the faculty will first consider any input provided by the appropriate governance committee, department or unit head, dean, vice president, Provost, or designee. If the faculty has amended the policy change suggested by the administrator in Section 1.b., they will submit both their amended policy and the administrator-suggested policy to the dean or vice president. Policies submitted for revision must adhere to guidelines for document format and version control established by the Office of the Provost and posted on their website. Templates provided by the Office of the Provost shall not dictate policies or criteria that are not already defined in the CBA or in university policy.

Section 3. Review, Approval, and Enactment. After the department or unit process for policy development is complete, within 30 days the unit head shall submit the faculty's recommended policy to the appropriate dean's or vice president's office for review. Within 45 days of submission of the faculty-approved policy, the dean, vice president, or designee will either

submit the approved policy to the Office of the Provost if there are no changes or provide a written notice and explanation of any non-grammatical alterations they propose to make to the faculty-approved policy before submission to the Office of the Provost to the department or unit faculty members and, upon request of faculty, meet with the unit faculty.

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

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

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

Section 5. Periodic Review. All unit policies developed through the internal governance process, including but not limited to, merit review, professional responsibilities, review and promotion, summer session, and professional development should be reviewed upon ratification of a successor agreement to ensure that they align with and reflect current CBA language and current university policy. If a unit level policy is changed as the result of an agreement between the parties, the University will clearly communicate the changes to each unit.

Section 6. Timelines in this Article are paused for the duration of academic breaks and between

1 academic years.

ARTICLE 5. ACADEMIC FREEDOM, FREE SPEECH AND FACULTY RESPONSIBILITY

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

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

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

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

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

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

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

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

13 The University encourages and supports open, vigorous, and challenging debate across the full
14 spectrum of human issues as they present themselves to the university community. The
15 University protects free speech through Policy No. 01.00.16 all bargaining unit faculty members
16 have the protections derived from that policy.

1 **ARTICLE 6. POLICIES AND PRACTICES**

2
3 **Section 1.** Bargaining unit faculty members and the University shall comply with all duly
4 adopted:

- 5 a. administrative rules,
6 b. policies and procedures of the University's Board of Trustees and the University, and
7 c. all published unit-level policies.
8

9 Any ambiguity between published unit-level policies and duly adopted policies and procedures of
10 the University's Board of Trustees and/or the University, shall be resolved in favor of the duly
11 adopted policies.
12

13 Any ambiguity between duly adopted policies and procedures of the University's Board of
14 Trustees and/or the University and Articles of this Agreement shall be resolved in favor of such
15 Articles.
16

17 **Section 2.** The parties will be bound by practices in effect prior to the effective date of this
18 Agreement, provided that those practices are (1) well-established; (2) concern terms and
19 conditions of employment; (3) significantly affect bargaining unit faculty members; and (4) are
20 consistent with this Agreement and the duly adopted administrative rules, policies, and
21 procedures referenced in Section 1.
22

23 **Section 3.** The University will notify the Union of any new or revised policies passed by the
24 Board of Trustees or signed by the President within 10 days of their adoption. Furthermore,
25 consistent with ORS243.698, the University will notify the Union within 10 days of the adoption
26 of any newly created or revised policies, whether at the university, college, or school level, that
27 affect employment relations.

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

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

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

ARTICLE 8. PERSONNEL FILES

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

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

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

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

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

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

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

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

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

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

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

- 1 shall be made within 30 days and communicated to the bargaining unit faculty member. If the
- 2 Office of the Provost determines that the faculty member's petition shall be denied, they shall
- 3 communicate the reasoning behind the denial.

ARTICLE 9. UNION RIGHTS

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

Section 2. When exercising their right to reasonable access to bargaining unit faculty members at their work location, the Union will follow normal protocols for scheduling time with faculty members in a particular location, to the extent they exist. Department or unit staff may not unreasonably deny access to bargaining unit faculty members when the purpose of such access is within the Union's legal right.

Section 3. Upon reasonable advance notice to the appropriate scheduling office, the Union shall have the right to schedule facilities on campus and access to services, catering and equipment associated with the use of facilities as a recognized faculty group. The Union will pay all customary fees and charges for its use of the facilities, services and equipment. The University will apply the fees and rates charged to university entities for the Union's use of such rooms and services. Use of the meeting rooms, services, catering and equipment is subject to availability. Academic uses have priority. Facilities, services, and equipment will be reserved in the name of United Academics and not in the name of bargaining unit faculty members. The Union will comply with all university policies regarding the use of university meeting rooms, facilities, services, and catering.

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

Section 4. The Union shall have the right to separate space on existing bulletin boards in each department or unit where bargaining unit members are employed, but the University may remove or relocate such bulletin boards in its sole and absolute discretion.

Section 5. The Union shall have the right to a list of information for all members of the bargaining unit delivered on the first day of the month at no cost to the Union and in a mutually agreeable format. The list shall include the following information:

- Employee name on record with Human Resources
- University ID number
- University email address
- Campus zip code
- Home address
- Employee Classification
- Employee rank code and rank description
- Employee job title

- Primary Unit
- First date of university employment
- Start date of current appointment
- Last day of current appointment
- Job type (Primary, Secondary, Overload)
- Contract Length (9 or 12 month)
- Job Status (Leave or Active)
- Salary
- FTE
- Percentage of each appointment, if available
- Campus office address, if available

Section 6. To the extent required by ORS 243.804(4), the Union shall have the right to information for new bargaining unit faculty members.

Section 7. The Union shall have the right to an annual report provided by September 1 for the preceding academic year of the following items concerning bargaining unit faculty members:

- a. All promotion and tenure decisions made by the Provost or designee;
- b. Permissions to extend a position in the Pro Tem or Postdoctoral Scholar classification beyond three years (Article 15);
- c. Recategorizations (Article 15);
- d. Reclassifications (Article 15);
- e. National-search exceptions (Article 15);
- f. Career faculty layoffs (Article 16);
- g. Retention raises (Article 26).

Section 8. The Union shall have the right to make a presentation at the primary new faculty orientation and to distribute information at orientations that include new bargaining unit faculty members. The presentation shall be for the purpose of introducing attendees to Union and its role in representing bargaining unit faculty members and will not be used for discussion of labor/management issues or disputes.

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

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

The University shall complete information requests within 40 days, subject to delays caused by the meetings outlined below. The parties can mutually agree to pause these timelines and such agreement will not be unreasonably withheld by either party.

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

1 If there is confusion regarding the scope of any information request, the University will notify
2 the Union within seven days of receiving the request. The parties agree to meet and discuss the
3 scope of the request within seven days of the University notifying the Union of the confusion.
4
5 If there is confusion regarding the actual cost estimate provided by the University, the Union
6 will notify the University within seven days of receiving the actual cost estimate. The parties
7 agree to meet and discuss the actual cost estimate within seven days of the Union notifying the
8 University of the confusion.

ARTICLE 10. DUES DEDUCTION

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

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

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

Section 2. Upon written request from a bargaining unit faculty member on a form provided by the Union and approved by the University, the bargaining unit faculty member may have Political Action contributions deducted from their paycheck.

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

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

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

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

ARTICLE 11. RELEASE TIME

Section 1. The University shall provide the Union with 20 course releases and 0.5 non-instructional annualized FTE of release time each academic year, where non-instructional FTE is understood to apply to research appointments, appointments in the libraries, or service. Such release time may be used for the purposes of conducting union business, including, but not limited to, contract administration, grievances, and participation in the governance of the Union's state and national affiliates. Utilization of release time under this article by a bargaining unit faculty member will not negatively impact their reviews. The Office of the Provost shall have the final authority to approve or deny requested release, which approval shall not be unreasonably withheld. Release requests must conform with the following:

- a. No more than one bargaining unit faculty member may be released for this purpose from any department or unit at one time unless approved in writing by the Office of the Provost, which approval shall not be unreasonably withheld.
- b. No more than a total of three releases consisting of any combination of course releases and FTE (0.1 FTE increments) are allowed under this Article for an individual bargaining unit faculty member in the Tenured and Tenure Track classification in a given academic year. No more than a total of five releases consisting of any combination of course releases and FTE (0.1 FTE increments) are allowed under this Article for an individual bargaining unit faculty member in the Career classification in a given academic year.
- c. Course releases for union service shall not be taken as non-instructional FTE release unless the Union makes such a request.
- d. Releases for bargaining unit faculty members appointed with an annualized FTE of 0.50 FTE or less may only be granted under Section 4.

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

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

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

1 *Approximate dates.

2
3 The parties agree that non-instructional FTE cannot be used for course releases and such release
4 time should be structured to minimize the impact on students.

5
6 **Section 4.** The Union may also purchase up to an additional five courses not to exceed 25 credits
7 of release time, or an equivalent amount of FTE for non-instructional faculty (where 4 credits of
8 course release equals 0.1 FTE), each academic year. No more than one bargaining unit faculty
9 member may be released for this purpose from any department or unit at one time, or from a
10 department from which a bargaining unit faculty member has been released under Section 1 or 2
11 above, unless approved in writing by the Office of the Provost, which approval shall not be
12 unreasonably withheld. The Office of the Provost shall have the final authority to approve
13 requested course releases, which approval shall not be unreasonably withheld. The Union will
14 notify the University by May 15 as to whether and how many course releases are being
15 purchased for the following academic year. The University will inform the Union of the amount
16 to be charged for the requested release(s), based on salary, OPE, and recovery of facilities and
17 administrative costs. The Union will reimburse the University for that amount in exchange for
18 the course release.

ARTICLE 12. FACILITIES AND SUPPORT

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

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

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

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

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

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

- a. Exceptions shall be made for pedagogical reasons or in cases of emergency.
- b. A bargaining unit faculty member has the right to discuss with their supervisor preferences for, or concerns about, specific classrooms before assignments are made.
- c. Bargaining unit faculty members will be provided with classroom space sufficient to seat the maximum enrollment established at the time the course is opened for student registration.
- d. Assigned classrooms will have the technology identified as necessary by the bargaining

1 unit faculty member and approved by the University at the time the course is opened for
2 student registration. Reasonable technological support will be made available to all
3 bargaining unit faculty members.
4

- 5 e. The University may change a classroom assignment if a classroom is determined to be
6 inaccessible for a student or employee. A bargaining unit faculty member should notify
7 the Office of the Registrar as soon as they identify a barrier for any member of a class to
8 or within a classroom. The University will comply with all applicable laws regarding
9 disabilities and access for bargaining unit faculty members.
10

11 **Section 6.** Bargaining unit faculty members may report workspace temperature or air quality
12 concerns and classroom supply needs to their department, program, academic support unit, or
13 unit administrative support. If conditions in a classroom interfere with the learning environment
14 or conditions in an office or other workspace prevents work from being accomplished, the
15 faculty will report the problem as soon as possible. If the conditions are verified by the UO
16 Environmental Health and Safety Department to be extreme enough to prevent work from being
17 accomplished and the problem with the space is not mitigated by the next class meeting or use of
18 the space, the class or work will be assigned a different room or space until the problem is
19 addressed.
20

21 **Section 7.** All bargaining unit faculty members shall be assigned, and shall be expected to use
22 for university purposes, a DuckID account with email, a UO ID Card, and free building keys
23 and/or prox access where needed at least 15 days before the employment start date or as soon as
24 practicable. Replacement costs for lost or damaged UO ID cards and/or building keys are the
25 responsibility of the bargaining unit faculty member. Bargaining unit faculty members shall
26 follow university procedures and provide requested information in order to obtain such services.
27

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

ARTICLE 13. HEALTH AND SAFETY

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

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

A bargaining unit faculty member may report a condition that they believe does not comply with applicable safety or health laws or policies. The University has a reporting mechanism at <https://safety.uoregon.edu/> that allows bargaining unit faculty to anonymously report unsafe or hazardous conditions. The University will provide annual notice to faculty on how they can anonymously report unsafe or hazardous conditions.

The University will assess all reports they receive. Upon conclusion of the assessment, the University shall inform the bargaining unit faculty member (in writing if the report was made in writing), if identified, of the conclusion and what, if any, action is being taken.

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

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

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

Section 4. No bargaining unit faculty member will be subject to discrimination, discipline, or termination for reporting that they have experienced workplace violence or the threat of workplace violence.

Section 5. Americans with Disabilities Act Accommodations. The University will comply with all state and federal laws regarding accommodation requests. For details on the eligibility, use, and restriction of accommodations bargaining faculty members shall contact WorkplaceADA@uoregon.edu or visit <https://hr.uoregon.edu/>. Bargaining unit faculty members will give notice of their need for accommodation by submitting a request form at <http://hr.uoregon.edu/interactive-disability-accommodation-process>. Upon receiving this notice,

- 1 the University shall acknowledge receipt within 10 days and initiate the interactive process
- 2 within 14 days.

ARTICLE 14. NON-DISCRIMINATION

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

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

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

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

ARTICLE 15. ACADEMIC CLASSIFICATION AND RANK

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

Section 2. Classification

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

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

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

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

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

Section 3. Category & Rank

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

- a. PROFESSOR: This category can only be used in the Tenure-Track or Tenured, Acting, Visiting, or Retired classifications. Duties are in all three areas of independent research, scholarship, and/or creative inquiry; instruction; and service. Ranks in this category in ascending order are assistant professor, associate professor, and professor.
- b. CLINICAL PROFESSOR: This category can only be used in the Visiting, Career, Pro Tem, or Retired classifications. Primary duties are in the area of clinical instruction or research. Ranks in this category in ascending order are assistant clinical professor, associate clinical professor, and clinical professor.
- c. PROFESSOR OF PRACTICE: This category can only be used in the Visiting, Career, Pro Tem, or Retired classifications. Primary duties are in the area of research or instruction. This category is to be held by eminently qualified professionals who have had a major impact on fields and disciplines important to University of Oregon programs. A Professor of Practice will:

- i. have a substantial basis of experience equal to a tenured professor (normally a minimum of 12 years) and a national/international reputation for excellence reflected in a record of significant accomplishments;
- ii. have a profile of accumulated professional accomplishments fully congruent with the rank of professor and where such accomplishments are typically accrued in a non-academic or non-university setting;
- iii. have a rich and extensive background in a field and discipline relevant to the school, college, or unit of appointment at the University of Oregon; and
- iv. serve as a liaison between the professional field and the University of Oregon.

The only rank in this category is professor of practice.

d. TEACHING PROFESSOR:

Through June 30, 2025: This category can only be used in the Career or Retired classification. This category requires an existing or previous appointment in the Career classification at the highest rank in the instructor or lecturer categories. This category can only be granted by the Office of the Provost through the review process specified in Appendix 4. Primary duties are in the area of undergraduate and/or graduate instruction. Duties may include, but are not limited to, involvement in design and development of courses and the curriculum, support for the evaluation of teaching, or additional focus on leadership projects. The Teaching Professor category and rank will remain in place for the duration of the faculty member's employment with the university. There is no promotion path to or within the Teaching Professor category and rank. The only rank in this category is teaching professor.

Effective July 1, 2025: This category can only be used in the Career or Retired classification. Primary duties are in the area of instruction. Teaching professor duties may include advising and mentoring responsibilities as well as possibility of involvement in design and development of courses and the curriculum. Ranks in this category in ascending order are assistant teaching professor, associate teaching professor, and teaching professor.

e. INSTRUCTOR:

Through June 30, 2025: This category can only be used in the Visiting, Career, Pro Tem, or Retired classifications. Primary duties are in the area of undergraduate instruction. Instructor duties may include advising and mentoring responsibilities as well as possibility of involvement in design and development of courses and the curriculum. Ranks in this category in ascending order are instructor, senior instructor I, and senior instructor II.

Effective July 1, 2025: This category can only be used in the Visiting, Pro Tem, or Retired classifications. Primary duties are in the area of undergraduate instruction. The only rank in this category is instructor.

f. LECTURER:

Through June 30, 2025: This category can only be used in the Visiting, Career, Pro Tem, or Retired classifications. Primary duties are in the area of graduate instruction and education. The duties may also include some undergraduate instruction and mentoring and advising responsibilities, as well as the possibility of involvement in design and development of courses and the curriculum. Appointments in the Lecturer category require the terminal degree (or its professional equivalent) relevant to the appointment, but holding a terminal degree does not by itself entitle a bargaining unit faculty member to appointment in the Lecturer category. Ranks in this category in ascending order are lecturer, senior lecturer I, and senior lecturer II.

Effective July 1, 2025: This category can only be used in the Visiting, Pro Tem, or Retired classifications. Primary duties are in the area of graduate instruction and education. The duties may also include some undergraduate instruction and mentoring and advising responsibilities, as well as the possibility of involvement in design and development of courses and the curriculum. Appointments in the Lecturer category require the terminal degree (or its professional equivalent) relevant to the appointment, but holding a terminal degree does not by itself entitle a bargaining unit faculty member to appointment in the Lecturer category. The only rank in this category is lecturer.

g. LIBRARIAN: This category can only be used in the Visiting, Career, Pro Tem, or Retired classifications. Primary duties are in the areas of applied practice in library and information sciences, and may include independent research, scholarship, and/or creative inquiry; instruction; and service. Appointments in the Librarian category require a terminal professional degree relevant to their appointment. Holding a terminal degree does not by itself entitle a bargaining unit faculty member to appointment in the Librarian category. Ranks in this category in ascending order are assistant librarian, associate librarian, and senior librarian.

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

- i. RESEARCH ASSISTANT (TYPE A): Positions that require skills and/or experience relevant to the duties of the position and do not have a minimum degree requirement.
- ii. RESEARCH ASSISTANT (TYPE B): Positions that require a bachelor's or equivalent degree. Positions in specialized fields may allow for a combination of

education and equivalent experience prior to the time of hire to satisfy the bachelor's degree requirement.

- iii. RESEARCH ASSISTANT (TYPE C): Positions that require a master's or equivalent degree. Positions in highly specialized fields may allow for a combination of education and exceptional equivalent experience prior to the time of hire to satisfy the master's degree requirement.

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

- i. RESEARCH ASSOCIATE: This category can only be used in the Visiting, Career, Pro Tem, or Retired classifications. This category requires terminal degree relevant to the appointment. Primary duties are in the area of research, which are typically undertaken as part of a research team or lab. Appointments in the Research Associate category require a terminal degree (or its professional equivalent) in a relevant field but holding a terminal degree does not by itself entitle a bargaining unit faculty member to appointment in the Research Associate category. Ranks in this category in ascending order are research associate, senior research associate I, and senior research associate II.
- j. RESEARCH PROFESSOR: This category can only be used in the Visiting, Career, Pro Tem, or Retired classifications. This category requires a terminal degree relevant to the appointment with duties primarily in the area of independent research, scholarship and/or creative inquiry. Primary duties are independent lines of inquiry, which can be related to the work of colleagues but not dependent on it. A Research Professor will have qualifications and research expectations equal to or exceeding those for a tenure-track/tenured professor at the same rank in related fields. Ranks in this category in ascending order are assistant research professor, associate research professor, and research professor.
- k. RESEARCH SCIENTIST: This category can only be used in the Visiting, Career, Pro Tem, or Retired classifications. This category requires at least a bachelor's degree in an area that is immediately relevant to the research program or research facility in which the position resides. The key differentiator between this position and the research assistant position is the technical nature of skill set required of the position. Holding a relevant degree does not by itself entitle a bargaining unit member to appointment in the research scientist category. Ranks in this category in ascending order are research scientist, senior research scientist I, and senior research scientist II.
- l. RESEARCH ENGINEER: This category can only be used in the Visiting, Career, Pro Tem, or Retired classifications. This category requires a bachelor's or higher from an accredited engineering program. The key differentiator between this position and the research assistant position is the technical nature of the skill set required of the position. Holding a relevant degree does not by itself entitle a bargaining unit member to appointment in the research engineer category. Ranks in this category in ascending order

are research engineer, senior research engineer I, and senior research engineer II.

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

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

The only rank in this category is principal research scientist.

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

o. **POSTBACCALAUREATE SCHOLAR:** This category can only be used in the Postbaccalaureate Scholar classification. This category requires a bachelor's or equivalent degree. This category requires a temporary and defined period of formally mentored research or scholarly training for the purpose of allowing the postbaccalaureate scholar to acquire the professional skills needed to pursue a career path of their choosing. The only rank in this category is postbaccalaureate scholar.

Section 4. At the time of hire, the University shall assign each bargaining unit faculty member a rank within the classification and category described in the job posting.

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

Section 5. If the University lays off a bargaining unit faculty member in a position in the Career classification for economic or programmatic reasons (Article 16.12.b or c, or Article 25), then the position cannot be refilled in the Career, Visiting, Pro Tem, Retired, or Postdoctoral Scholar classifications within the subsequent two years unless approved by the Office of the Provost or unless the affected faculty member has been offered reinstatement and at least 30 days in which to accept or decline it. It is the bargaining unit faculty member's responsibility to keep the

1 university advised of their current email address for receipt of such offers. Reinstatements will
2 be at the former rank or equivalent and follow Article 26, Section 12. If multiple bargaining unit
3 faculty members have been laid off for economic or programmatic reasons within the previous
4 two years and would meet the specific qualifications for the position as affirmed by the unit
5 head, the University will offer reinstatement consistent with the principles in Article 16, Section
6 13.

7
8 **Section 6.** Newly created Pro Tem faculty appointments will be consistent with Section 2.c.ii.
9 above. Furthermore, Pro Tem positions will last no more than three years, unless the Office of
10 the Provost designates the position as an Ongoing Pro Tem position or gives a department or
11 unit permission to extend the position for up to one year.

12
13 The Office of the Provost can designate a Pro Tem position to be an Ongoing Pro Tem position
14 for legitimate pedagogical or programmatic reasons.

- 15
16 a. Legitimate pedagogical reasons for Ongoing Pro Tem positions include:
17 i. When a department or unit believes that the student learning experience is
18 enhanced by having new instructors cycle into the program to meet specific
19 course needs.
20 ii. When a department or unit identifies a position that is best taught by a working or
21 retired professional in the industry and the position is assigned no more than three
22 courses an academic year.
23 b. Legitimate programmatic reasons for an Ongoing Pro Tem position include:
24 i. When a department or unit offers recent PhD graduates a short-term position and
25 there is an expectation that new faculty members would fill this position every
26 one to three years.
27 ii. When a department or unit with traditionally large fluctuations in enrollment can
28 accommodate those fluctuations by having a reasonable number of Pro Tem
29 positions.
30 c. Inadequate or limited financial resources are not legitimate pedagogical or programmatic
31 reasons for designating a position an Ongoing Pro Tem position.
32

33 In rare cases, the Office of the Provost can give a department or unit permission to extend a Pro
34 Tem position for one year beyond the three-year limit. In these rare cases, a faculty member may
35 continue in the Pro Tem position for one year beyond the three-year limit.
36

37 **Section 7. Recategorizations**

- 38
39 a. **Faculty Initiated Recategorization.** Bargaining unit faculty members in the Career
40 classification shall have the right to petition the Office of the Provost to have their
41 position recategorized if they believe that their position was categorized incorrectly at the
42 time of first hire or their position has evolved to more closely resemble a different
43 category. If a petition for recategorization is denied, a bargaining unit faculty member
44 may petition again after completion of at least one additional year of service in the
45 position. In cases of denial, the letter accompanying the decision shall contain the
46 reasons underlying the Provost's decision. If the Union was party to the petition

1 submission by the bargaining unit faculty member, they shall be copied on the decision.

- 2
- 3 b. **University Initiated Recategorization.** In keeping with the principles set forth above
- 4 the University may recategorize a bargaining unit faculty member in the Career or
- 5 Limited Duration classification when their position has evolved to more closely resemble
- 6 a different category.
- 7
- 8 c. Unless there is agreement to the contrary, a recategorization under this Section will not
- 9 reduce the rank or base salary of a bargaining unit faculty member.

10

11 **Section 8. Reclassifications**

12

- 13 a. **Faculty Initiated Reclassification.** Bargaining unit faculty members in the Pro Tem,
- 14 Visiting, or Postdoctoral Scholar classifications who believe that their positions should
- 15 be positions in the Career classification may petition for reclassification after the
- 16 completion of two years of appointment. Because the defining characteristic of the Pro
- 17 Tem, Visiting, and Postdoctoral Scholar classifications is their limited duration, the
- 18 decision of the Office of the Provost should be guided by the current and anticipated
- 19 duration of the position. If a petition for reclassification is denied, the letter
- 20 accompanying the decision shall contain the reasons underlying the Provost's decision. If
- 21 the Union was party to the petition submission by the bargaining unit faculty member,
- 22 they shall be copied on the decision.
- 23
- 24 b. **University Initiated Reclassification.** In keeping with the principles set forth above the
- 25 University may reclassify a bargaining unit faculty member in the Career or a Limited
- 26 Duration classification when their employment has evolved to more closely resemble a
- 27 different classification. Reclassification of Career positions under this subsection are
- 28 only allowed by mutual agreement.
- 29
- 30 c. When a position is reclassified from a Career or Limited Duration classification into the
- 31 Tenure Track and Tenured classification, a new national search is required to fill the
- 32 position except when an exception has been granted by the Office of the Provost. For
- 33 other classifications, a national search is permissible, but not required when the original
- 34 search was national in scope and the incumbent has had consecutive successful reviews.
- 35
- 36 d. Unless there is agreement to the contrary, a reclassification under this Section will not
- 37 reduce the rank or base salary of a bargaining unit faculty member.
- 38
- 39 e. Requests to reclassify Pro Tem position to a Career position under a. or b. above will not
- 40 be unreasonably denied.
- 41

42 **Section 9.** A reclassification or recategorization shall take effect on the effective date approved

43 by the Office of the Provost.

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 forego the MOU process and may be extended for one additional year without an MOU. Any subsequent joint or multiple appointments within a six-year period require an MOU.
- c. Limited Duration faculty may hold joint or multiple appointments.

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

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

Tenure-Track and Tenured Appointments

Section 6. The initial appointment in the Tenure-Track and Tenured classification will usually be to the rank of assistant professor, without tenure, and for a period of three years unless the University and the bargaining unit faculty member agree to a shorter duration. At the time of hire, the University and the bargaining unit faculty member may agree upon credit toward tenure for prior service, specific review timelines, and relevant review period windows or materials. The timeline for tenure consideration for those granted credit will be six years less any credit

1 granted. Such agreement will be documented in the initial appointment. The University and the
2 bargaining unit faculty member may agree to reduce or forego the credit for prior service. Such
3 agreement will be documented in a revised notice of appointment.
4

5 **Section 7.** If an appointment of a full-time, tenure-track bargaining unit member is not to be
6 renewed for reasons other than for just cause (Article 24) or program elimination or reduction
7 (Article 25), notice of nonrenewal shall be given in writing as follows: during the first annual
8 appointment, by March 15 for those whose contracts expire on or about June 15, or at least three
9 months' notice given prior to expiration of the appointment, whichever is longer; during the
10 second year of service, by December 15 for those whose contracts expire on or about June 15, or
11 at least six months' notice given before expiration of the appointment, whichever is longer; in
12 the third and subsequent years of service, at least 12 months' notice, which may be given at any
13 time.
14
15

16 **Career Appointments**

17

18 **Section 8. Career Faculty FTE.** Career faculty will be assigned a base FTE at the time of hire.
19 Permanent changes to that FTE for instructional Career faculty (including librarians) are only
20 allowed by mutual written agreement between the bargaining unit faculty member and the
21 Office of the Provost or Dean. Changes in base FTE for research Career faculty are allowed by
22 mutual agreement or with 30 days' notice for any reason.
23

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

- 27 a. the instructional Career faculty member's base annualized FTE will be permanently
28 increased to a mutually agreed upon amount no less than the average of their FTE over
29 the previous five years, or
- 30 b. the instructional Career faculty member's FTE cannot be temporarily increased again.
31

32 This section only applies to annualized FTE assignments up to 1.0 during the regular academic
33 year. FTE considerations for Career positions designated as funding-contingent are in Section 18
34 below.
35

36 **Section 9.** The University supports and encourages, where feasible and appropriate, the creation
37 of Career faculty appointments at 0.50 FTE or above. The University may not make Career
38 faculty appointments at an FTE level of below 0.50 FTE to preclude providing benefits.
39

40 **Section 10. Career Faculty Expectation of Employment.** Bargaining unit faculty members
41 with an appointment in the Career classification (Career faculty) will be hired with the
42 expectation of continued employment, except where specified in Section 18. Their employment
43 may only be terminated for cause (Article 24), through a program reduction or elimination
44 (Article 25), or through layoff (Article 16).
45

46 **Section 11. Career Faculty Layoff Notification.** Career faculty members can be laid off from
47 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 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 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 30 days' notice before being laid off. Funding-contingent faculty

1 members who have not achieved promotion shall receive at least 15 days' notice before being
2 laid off (although at least 30 days' notice is encouraged).
3
4 Before terminating a funding-contingent appointment for a bargaining unit faculty member's
5 poor performance, the University must meet with the bargaining unit faculty member to discuss
6 the poor performance and provide the bargaining unit faculty member with written instructions
7 and a timeline to remedy the poor performance.
8
9 Changes in FTE for funding-contingent faculty are allowed by mutual agreement or change in
10 funding, programmatic need, or performance.

ARTICLE 17. ASSIGNMENT OF PROFESSIONAL RESPONSIBILITIES

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

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

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

- a. The instruction, research, and service needs of the university and its departments, institutes, centers and other academic units;
- b. The bargaining unit faculty member's qualifications, 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.
- f. Funding-contingent bargaining unit faculty members will not be assigned duties not covered by their funding source(s). Evaluations will solely be on funded and assigned duties.

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.

1
2 Bargaining unit faculty members shall be afforded the opportunity to meet with their department
3 or unit head annually, before responsibilities are assigned, to discuss the bargaining unit faculty
4 member's preferences regarding assignments for teaching, research, service and other
5 professional responsibilities as set forth in this Article, and the member's anticipated resource
6 needs. At the bargaining unit faculty member's request, their caregiving responsibilities shall be
7 considered in the scheduling of assignments.
8

9 The department or unit head may modify scheduled assignments, provided they discuss changes
10 with the bargaining unit faculty member before they are made and that changes are not made for
11 arbitrary or capricious reasons. Bargaining unit faculty members shall be given as much notice
12 as possible about potential changes to their scheduled assignments.
13

14 Bargaining unit faculty members may request adjustments to schedules or assignments.
15

16 **Section 4.** Each bargaining unit faculty member must be fully engaged in teaching, research, and
17 service work for the university to the extent of their appointment, and must be engaged in work
18 or reasonably available for work for the entirety of the term for which the bargaining unit faculty
19 member is employed unless on approved leave. Should a Career or Limited Duration faculty
20 member choose not to engage in service work outside of their appointment period, their reviews
21 will not be negatively impacted.
22

23 **Section 5. Impact of Enrollment on Tenure-Track and Tenured and Career Faculty**
24 **Assignments.** In the event of course cancellation for insufficient enrollment:
25

- 26 a. The University will work with the affected faculty member to determine if it is possible
27 to replace the course assignment with an equivalent course assignment within the same
28 academic year. The assignment of an equivalent course pursuant to the Section shall not
29 be considered an overload assignment. Except by mutual agreement, a bargaining unit
30 faculty member will not be expected to teach more than three courses (3-5 credit courses)
31 in a term.
32
- 33 b. If it is not possible to replace the course assignment within the same academic year, the
34 department may provide an equivalent, alternative assignment or combination of
35 assignments consistent with the department's workload policy. Examples of such work
36 include but are not limited to the following: advising; determining course equivalencies
37 for transfer credit; assessment projects; curriculum development; substitute teaching;
38 recruiting for study abroad programs; and course development for future years. The
39 equivalent, alternative assignment must be completed during the same term the canceled
40 course was scheduled.
41
- 42 c. If assignments cannot be made under (a) and (b) of this section, the bargaining unit
43 faculty member shall be assigned faculty-related work by the Dean's office.
44

45 **Section 6. Overloads.** An overload assignment is (1) an assignment that is in addition to the
46 bargaining unit faculty member's regular assignment and FTE status; (2) a one time or limited

1 assignment, made or approved by the Office of the Provost, that is in addition to or different
2 from regular or usual assignments for the member's classification and rank; or (3) assignments
3 unrelated to the bargaining unit faculty member's primary job responsibilities.

4
5 Overload appointments, except those with alternative compensation models, will be assigned an
6 FTE percentage commensurate with normal workload duties and compensated accordingly.
7 Bargaining unit faculty members may request that overload compensation take the form of
8 course release as follows:

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

14
15 No bargaining unit faculty member may be disciplined or terminated for refusing an overload
16 assignment.

17
18 Appointments for which compensation is paid, in whole or in part, with sponsored funds may be
19 ineligible for overload appointment or compensation.

ARTICLE 18. SUMMER SESSION APPOINTMENTS AND ASSIGNMENTS

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

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

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

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

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

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

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

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

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

ARTICLE 19. CAREER FACULTY REVIEW AND PROMOTION

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

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

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

Career Faculty Review and Promotion

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

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

Career Faculty Performance Reviews

Section 3. Performance Reviews. Performance reviews for Career faculty are for the purpose of determining if the faculty member is meeting the standard of excellence appropriate to a Career instructional or Career research faculty member at an AAU institution based on their job duties. Performance reviews should be designed to help Career faculty members grow as educators, scholars, and researchers, as appropriate; identify areas of strength; and identify areas that need improvement associated with their position. Career performance reviews should include a stage-appropriate assessment of the likelihood of success in a subsequent promotion review. As part of performance reviews, supervisors of Career faculty members with a position description shall consult with as needed or at the request of those Career faculty members to keep the position description up to date as an accurate reflection of the position. Performance reviews shall consider any lack of resources necessary to the performance of professional responsibilities that were identified in previous workload discussions (Article 17, Section 3).

Section 4. Performance Review Timing.

- a. Career instructional faculty will have a performance review each year for the first three years of their employment and at least once every three years thereafter (academic years for 9-month appointments and fiscal years for 12-month appointments). The three-year schedule is reset after a successful promotion or continuous employment review.

- b. Career research faculty will have a performance review annually, which will also serve as the basis for distributions if a merit pool is agreed to in Article 26. All performance reviews conducted during the period of evaluation for merit shall be taken into account.
- c. Performance reviews may take place out of cycle when a department or unit head has identified or become aware of performance problems. The department or unit head shall meet with the Career faculty member to discuss areas of concern and evaluate whether a formal out-of-cycle performance review or performance improvement plan (Section 6.e) is warranted. Nothing in this Article changes the process for addressing poor performance for funding-contingent faculty set forth in Article 16, Section 18.

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

Section 6. Performance Review Process.

- a. As part of each performance review, a Career faculty member will have an opportunity to submit a personal statement (no more than three pages) containing information relevant to their performance of assigned duties and responsibilities.
- b. The review process will include an opportunity for the Career faculty member to discuss their efforts, performance, and goals or improvement opportunities with an appropriate supervisor, department, or unit head at least once during each review period.
- c. Performance reviews must include a determination whether the Career faculty member meets or does not meet expectations in each of their assigned duties.
- d. The supervisor, department, or unit head will summarize, in writing, any committee or peer review along with their own assessment and will communicate the results of the review and provide a copy of their summary in writing to the bargaining unit faculty member. The faculty member will have 10 days from the date of the receipt of the report to provide a response, which shall be appended to the completed performance review.
- e. If the determination of the performance review is that the Career faculty member does not meet expectations in one or more of their assigned duties, the supervisor, department, or unit head will meet with the faculty member to discuss a performance improvement plan, which will include written documentation of the areas for improvement, instructions to meet expectations in those areas, a timeline to carry out those instructions, and an explicit timeframe for assessing progress. The performance improvement plan will be signed by the supervisor, faculty member, and vice president, vice provost, dean, or director.

1 If that follow-up progress assessment, which may be a performance review, determines
2 that the Career faculty member still does not meet expectations in one or more of the
3 assigned duties previously identified as areas of concern, that Career faculty member
4 may be subject to layoff (Article 16, Section 12.a.).
5
6

7 **Career Promotion Reviews**

8

9 **General Career Promotion Review Considerations**

10

11 **Section 7. Accelerated Review.** An accelerated promotion review may occur in particularly
12 meritorious cases as determined by the Office of the Provost in consultation with the appropriate
13 vice president, vice provost, dean, department or unit head, and the bargaining unit faculty
14 member.
15

16 **Section 8. Credit for Prior Service.** Bargaining unit faculty members hired into Career
17 positions from Pro Tem positions shall receive an assessment of credit towards promotion for
18 work of a comparable character by the Office of the Provost, after consultation with the hiring
19 unit head. The assessment may result in full credit, partial credit, or no credit towards
20 promotion, depending on the proportion of comparable work. Bargaining unit faculty members
21 in positions reclassified under Article 15, Section 8 to Career from Pro Tem will receive credit
22 toward promotion when such employment was at 0.5 annualized FTE or greater and the
23 bargaining unit faculty member met expectations when reviewed. When a bargaining unit
24 faculty member receives credit for prior service, the terms of hire or reclassification will state
25 the number of years of credit granted for comparable work, specific review considerations, and
26 the earliest date for promotion eligibility.
27

28 **Section 9. Reapplication for Promotion.** An unsuccessful candidate for promotion may
29 continue employment at their current rank as long as eligible to do so under this Agreement.
30 Career faculty bargaining unit members who are denied promotion may reapply for promotion
31 after having been employed by the university for an additional three years at an average of 0.5
32 annualized FTE per year, accrued at no greater than three terms per academic year for
33 bargaining unit faculty on 9-month appointments, and at four terms per year for bargaining unit
34 faculty on 12-month appointments.
35

36 **Section 10. Appeal of Promotion Denial.** Faculty who are denied promotion may appeal the
37 decision through the procedures in Article 21, Tenure and Promotion Denial Appeal.
38

39 **Section 11. Withdrawal of Application.** A candidate may withdraw an application for
40 promotion in writing to the Provost and the dean at any time before the Provost's decision.
41
42

43 **Career Instructional Promotion Reviews**

44

45 **Section 12. Eligibility for Promotion.** Career instructional faculty may elect to initiate the
46 promotion process when eligible to do so. Career faculty members will be eligible for promotion

1 after accumulating six years of employment less any credit for prior service granted (Section 8)
2 as a faculty member at or above an average of 0.5 annualized FTE over six years, accrued at no
3 greater than three terms per academic year for bargaining unit faculty with 9-month
4 appointments, and at four terms per year for bargaining unit faculty with 12-month
5 appointments. The six years of employment do not have to be consecutive.

- 6
- 7 a. Career instructional faculty members who will have completed five years of employment
8 as a Career faculty member at or above 0.5 annualized FTE per year may initiate the
9 promotion process in the Spring term of the fifth year if they have an expected
10 appointment of 0.5 annualized FTE or greater for the sixth year.
11
- 12 b. Career instructional faculty members who have completed more than five years of
13 employment as a Career faculty member at or above 0.5 annualized FTE per year may
14 initiate the promotion process in the Spring term of any year.
15
- 16 c. Cases involving positions or terms of service below 0.5 FTE may be considered for
17 promotion by the Office of the Provost in accordance with the principles set forth in this
18 Article.
19
- 20 d. Career instructional faculty members who have achieved promotion must wait at least
21 five years before initiating the promotion process again (for a promotion review in the
22 subsequent year), regardless of the number of accumulated years of employment.
23

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

27
28 The bargaining unit faculty member will be reviewed for promotion relative to the criteria in
29 effect when the review period began. If the criteria have changed since their hire or previous
30 review, the faculty member must choose either the earlier or current set of criteria.
31

32 **Section 14. Initiating the Promotion Process.** Career instructional faculty wishing to be
33 considered for promotion should notify the appropriate department or unit head in the Spring
34 term prior to the year when promotion is sought, and must provide the following materials by
35 Fall of the review year:
36

- 37 ● **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the
38 bargaining unit faculty member's current teaching, professional development, research,
39 scholarly, and creative activities, including publications, appointments, presentations,
40 and similar activities and accomplishments as applicable.
41
- 42 ● **Personal statement:** A 2-6 page personal statement developed by the bargaining unit
43 faculty member evaluating their performance measured against the applicable criteria for
44 promotion. The personal statement should expressly address the subjects of teaching;
45 scholarship, research and creative activity, as applicable; and service contributions to the
46 academic department, center or institute, school or college, university, profession, and

the community. As appropriate, the statement should also include discussion of contributions to diversity, equity, and inclusion.

- **Teaching portfolio (if applicable):** Representative examples of course syllabi or equivalent descriptions of course content and instructional expectations for courses taught by the bargaining unit faculty member, examples of student work and exams, and similar material; information from student experience surveys, which will be considered in light of the response rate; information on the development of new courses and curriculum development; information on contributions to university wide teaching practices (if applicable).
- **Scholarship portfolio (if applicable):** A comprehensive portfolio of scholarship, research and creative activity; and appropriate evidence of national or international recognition or impact.
- **Service portfolio (if applicable):** Evidence of the bargaining unit faculty member's service contributions to their academic department, center or institute, school or college, university, profession, and the community, such as op ed pieces, white papers authored or co-authored by the faculty member, commendations, awards, or letters of appreciation. The service portfolio may also include a short narrative elaborating on the faculty member's unique service experiences or obligations.
- **Professional development statement (if applicable):** A statement that provides a short narrative elaborating on the professional development activities of the bargaining unit faculty member related to their job duties.
- **Professional activities portfolio (if applicable):** A comprehensive portfolio of professional or consulting activities related to their discipline.
- **Internal and/or external reviewers (if applicable):** A list of qualified internal and/or external reviewers provided by the bargaining unit faculty member.

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

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

Section 17. Evaluation file. The promotion review file should generally include the following

information:

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

Section 18. Review by Department or Unit. The department or unit head or designee should solicit any internal and/or external reviews, as applicable. A department or unit committee will review the file and make a recommendation to the department or unit head. The department or unit head will then prepare an explanation of the merits of the promotion case and a recommendation on the case. The report will include the department or unit-level promotion committee report and recommendation and a voting summary, and the department or unit head's own independent recommendation. The file will then be sent to the appropriate vice president, vice provost, dean or director for review.

Section 19. Review by Vice President, Vice Provost, Dean or Director. The vice president, vice provost, dean, or director, as appropriate, will review the file, and may consult with appropriate persons and ask for and document additional non-confidential information. Once the vice president, vice provost, Provost, dean, or director deems the file complete, they will prepare a separate memorandum and recommendation.

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

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

1 decision letter will contain an explanation of the reasons underlying their decision and any
2 determinations that differ from the previous review levels.

3
4 **Section 21. Assumption of New Rank.** Successful candidates for promotion will assume their
5 new rank beginning with the next academic or fiscal year or the nearest next term of
6 employment should their appointment not begin with fall term.

7 8 9 **Career Research Promotion Reviews**

10
11 **Section 22. Eligibility for Promotion.** Career research faculty may elect to initiate the
12 promotion process when eligible to do so. Career faculty members will be eligible for promotion
13 after accumulating six years of employment as a Career faculty member less any credit for prior
14 service granted (Section 8) at or above an average of 0.5 annualized FTE over six years. The six
15 years of employment do not have to be consecutive.

16
17 Career research faculty members who have achieved promotion must wait at least five years
18 before initiating the promotion process again (for a promotion review in the subsequent year),
19 regardless of the number of accumulated years of employment.

20
21 **Section 23. Review Period and Election of Criteria.** The promotion review period for a Career
22 research bargaining unit faculty member will be the time in their current classification and rank.

23
24 The bargaining unit faculty member will be reviewed for promotion relative to the criteria in
25 effect when the review period began. If the criteria have changed since their hire or previous
26 review, the faculty member must choose either the earlier or current set of criteria.

27
28 **Section 24. Initiating the Promotion Process for Career Research Faculty.** Candidates
29 wishing to be considered for promotion should notify the appropriate department or unit head in
30 the Spring term prior to the year when promotion is sought, and must provide the following
31 materials by Fall of the review year:

- 32
33
 - **Curriculum vitae or resume:** A comprehensive and current curriculum vitae or resume
34 that includes the bargaining unit faculty member's current research, scholarly and
35 creative activities, including publications, appointments, presentations, and similar
36 activities and accomplishments, as applicable.
 - **Personal statement:** A 2-6 page personal statement developed by the bargaining unit
37 faculty member evaluating their performance measured against the applicable criteria for
38 promotion. The personal statement should expressly address their impact and
39 contribution to research excellence relative to their job duties. As appropriate, the
40 statement should also include discussion of contributions to diversity, equity, and
41 inclusion.
 - **Scholarship portfolio (if applicable):** A comprehensive portfolio of scholarship,
42 research, and creative activity; and appropriate evidence of national or international
43
44
45
46

1 recognition or impact.

- 2
- 3 ● **Service portfolio (if applicable):** Evidence of the bargaining unit faculty member's
- 4 service contributions to their academic department, center or institute, school or college,
- 5 university, profession, and the community, such as op ed pieces, white papers authored
- 6 or co-authored by the faculty member, commendations, awards, or letters of
- 7 appreciation. The portfolio may also include a short narrative elaborating on the faculty
- 8 member's unique service experiences or obligations.
- 9
- 10 ● **Professional activities portfolio (if applicable):** A comprehensive portfolio of
- 11 professional or consulting activities related to their discipline.
- 12
- 13 ● **List of reviewers (if applicable):** A list of qualified internal and/or external reviewers
- 14 provided by the bargaining unit faculty member. Normally, external reviews are not
- 15 expected for those in the research assistant ranks.
- 16

17 **Section 25. Waiver of Access to Materials.** Bargaining unit faculty members may choose to

18 waive in advance in writing their access to see any or all of the evaluative materials. Such

19 waivers, however, shall not preclude the use of redacted versions of these documents in a denial

20 review process. The redacted versions are intended to protect the identity of the reviewer. If

21 redactions are insufficient to do so, the University may prepare a suitable summary. A waiver

22 will be included in the promotion file.

23

24 **Section 26. Notice of Meetings.** A bargaining unit faculty member will receive at least three

25 business days' notice of any meeting or hearing which the member is invited or required to

26 attend, with a dean, vice provost, or the Office of the Provost regarding recommendations or

27 decisions on promotion. The bargaining unit faculty member may have a colleague or Union

28 representative present at the meeting as an observer.

29

30 **Section 27. Evaluation file.** The promotion review file should generally include the following

31 information:

32

- 33 ● Statement of duties and responsibilities
- 34 ● Curriculum vitae
- 35 ● Conditions of appointment
- 36 ● Criteria for promotion
- 37 ● Personal statement
- 38 ● Supervisors' letters of evaluation
- 39 ● Professional activities portfolio (if applicable)
- 40 ● Scholarship portfolio (if applicable)
- 41 ● Service portfolio (if applicable)
- 42 ● Internal and/or external reviews (if applicable)
- 43 ● Department, unit, center, or institute head's recommendation
- 44 ● Vice president's, dean's, or director's recommendation
- 45 ● Waiver of access to materials (if applicable)
- 46

Section 28. Review by Department Head or Unit Director or Manager. The department or unit head or designee should solicit any internal and/or external reviews, as applicable. The department or unit head will then review the file, including any internal or external reviews, and prepare a recommendation and an explanation of the merits of the promotion case. The file will then be sent to the appropriate vice president, vice provost, or dean for review. In the event that the unit head is the faculty member's supervisor/director/manager, the supervisor letter of evaluation and the unit head review may be combined into a single recommendation.

Section 29. Review by Vice President, Vice Provost, Dean, or Director. The vice president or dean, as appropriate, will review the file, and may consult with appropriate persons and may ask for and document additional non-confidential information. Once the vice president or dean deems the file complete, they will prepare a separate memorandum with a recommendation.

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

The vice president, vice provost, dean, or director will share their memorandum and recommendation with the candidate and notify the candidate that they may provide responsive material for the file within 10 days from the date of receipt of the memorandum. This response shall be included in the evaluation file. The vice president, vice provost, dean, or director then will submit the complete evaluation file to the Office of the Provost.

Section 30. Review by the Office of the Provost. By June 1, the Office of the Provost will review the file, with appropriate input, and decide whether to grant or deny promotion. The candidate will be notified of the decision in writing. If the Provost decides the review is unsuccessful, the decision letter will contain an explanation of the reasons underlying their decision and any determinations that differ from the previous review levels.

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

Career Continuous Employment Reviews

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

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

- a. Must have a Career appointment in a single-rank category or at the highest rank in their category; and,
- b. Must have an annualized 0.5 FTE or greater; and,

- 1 c. Must have accumulated six years of service at 0.5 FTE or greater, as measured from their
2 appointment in the single-rank category, since achieving promotion to the highest rank in
3 their category, or since their most recent Career Continuous Employment Review.
4

5 **Section 34. Process.** To initiate the Career Continuous Employment Review, the eligible
6 bargaining unit faculty member must notify their department or unit head consistent with
7 Section 14 or 24, as appropriate. Continuous employment reviews for Career faculty will
8 generally mirror the scope and process for Career instructional or Career research promotion
9 reviews to the highest rank. If the final ‘Review by the Office of the Provost’ (Section 20 or 30
10 equivalent) in a continuous employment review determines that the bargaining unit faculty
11 member’s performance in all categories meets expectations, the bargaining unit faculty member
12 will receive an increase to their base salary per Article 26.

ARTICLE 20. TENURE REVIEW AND PROMOTION

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

Section 2. Standards and Guidelines. The University follows the same general timetable, process, and standards of performance for evaluation and promotion as do many other public research universities, particularly AAU institutions. The University also considers AAUP guidelines for tenure review and promotion. All department or unit review guidelines shall be established and revised by the processes set out in Article 4.

Reviews

Section 3. Reviews for bargaining unit faculty members in the Tenure-Track and Tenured classification will consist of (1) annual reviews for faculty not holding tenure; (2) mid-term reviews between appointment and tenure review for the faculty without tenure; (3) tenure and promotion review; (4) third-year post-tenure reviews for tenured faculty in the third year following:

- a. a tenure and/or promotion decision, or
 - b. a previous third-year review for associate professors (if a promotion to full professor review is not taking place in the same year), or
 - c. following a sixth-year post-tenure review for full professors;
- (5) promotion-to-full-professor review for tenured faculty in their sixth year or later after receiving tenure; and (6) sixth-year post-tenure reviews for full professors in their sixth year following a promotion to full decision or following a previous sixth-year review.

General Review Provisions

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

Section 5. Notice of Meetings. A bargaining unit faculty member will receive at least three days' notice of any meeting or hearing which the member is invited or required to attend with a dean or the Provost or designee regarding recommendations or decisions on promotion or tenure. The bargaining unit faculty member may have a colleague or Union representative present at the meeting as an observer.

Section 6. Waiver of Access to Materials. Bargaining unit members have the right whether to waive in advance in writing their access to see any or all of the evaluative materials (see Article

8, Personnel Files). The choice by the bargaining unit faculty member to waive or not waive access to evaluative materials shall not be considered during the evaluation process. Such waivers, however, shall not preclude the use of redacted versions of these documents in an appeal process (Article 21). The redacted versions are intended to protect the identity of reviewers, who are informed about the faculty member's waiver choice.

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

- a. upon the birth or adoption of a child;
- b. due to a leave of absence or intermittent leave with a duration of twelve weeks or longer as a result of an ADA or FMLA qualifying event. No more than two extensions may be granted under this subsection between any clocked review (i.e., between successive PTRs).

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

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

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

Section 9. Review Evaluations and Considerations. Reviews should provide justifications for their conclusion based on the file, previous levels of review, and the unit-level policy. Reviews shall consider any lack of resources necessary to the performance of professional responsibilities that were identified in previous workload discussions (Article 17, Section 3).

Pre Tenure Reviews

Section 10. Annual Pre-Tenure Reviews. Each tenure-track bargaining unit faculty member who has not received tenure and is not in the process of a tenure review will have an annual review conducted by the department or unit head or designee. These annual reviews provide an opportunity to evaluate the tenure-track bargaining unit faculty member's performance and offer an opportunity to address problems and to support faculty members in their progress toward the

1 mid-term and tenure reviews.

4 **Mid-Term Reviews**

6 **Section 11. Purpose, Outcomes and Appeals.** Mid-term reviews shall be an assessment of the
7 bargaining unit faculty member's progress toward tenure and should assist the faculty member's
8 development. The outcome of a mid-term review shall be either:

- 9 a. a contract until the end of the faculty member's tenure and promotion review year, which
10 allows for the possibility of identifying any concerns that should be addressed prior to
11 consideration for promotion and tenure, as well as providing constructive feedback and
12 appropriate support identified in the review; or,
- 13 b. a one-year terminal contract in rare cases where the review determines the faculty
14 member will be unable to meet the unit-level criteria for tenure and promotion by the
15 time that the tenure decision would otherwise be expected. Only a review decision
16 resulting in a terminal contract may be appealed through the process specified in Article
17 21.

19 **Section 12. Timing.** Each tenure-track bargaining unit faculty member who has not received
20 tenure will have a mid-term review approximately halfway between appointment and eligibility
21 for tenure, except those appointed with a tenure review date three years or less from the time of
22 their initial appointment (Article 16, Section 6). The timing of this review generally will be
23 established at the time of appointment, in that this review will usually take place during the last
24 year of the bargaining unit faculty member's initial contract. A successful review is one
25 prerequisite for contract renewal.

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

32 **Section 14. Initiating the Mid-Term Review.** To initiate the mid-term review process, the
33 department or unit head or designee will contact the bargaining unit faculty member during the
34 fall term of the year in which the review will take place and request the following:

- 36 a. **Election of Criteria:** The bargaining unit faculty member will be reviewed relative to
37 the criteria in effect when their employment began. If the criteria have changed since the
38 beginning of employment, the faculty member must choose either the earlier or current
39 set of criteria.
- 41 b. **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the
42 faculty member's current research, scholarly and creative activities and
43 accomplishments, including publications, appointments, presentations, and similar
44 activities.
- 46 c. **Scholarship portfolio:** A comprehensive portfolio of scholarship, research, and creative
47 activity during the review period; and appropriate evidence of national or international

1 recognition or impact.

- 2
- 3 d. **Personal statement:** A 3-6 page personal statement developed by the bargaining unit
- 4 faculty member explaining how their provided material relates to the applicable unit-
- 5 level criteria for tenure and promotion. The personal statement should expressly address
- 6 the subjects of teaching; scholarship, research, and creative activity; service contributions
- 7 to the academic department, center or institute, school or college, university, profession,
- 8 and the community; and, as appropriate, contributions to diversity, equity, and inclusion.
- 9
- 10 e. **Teaching portfolio:** Representative examples of course syllabi or equivalent
- 11 descriptions of course content and instructional expectations for courses taught by the
- 12 bargaining unit faculty member, examples of class assignments and exams, information
- 13 from student experience surveys, which will be considered in light of the response rate,
- 14 and similar material.
- 15
- 16 f. **Service portfolio:** As applicable, evidence of the bargaining unit faculty member's
- 17 service contributions to their academic department, center or institute, school or college,
- 18 university, profession, and the community. Such evidence could include white papers
- 19 authored or co-authored by the faculty member, commendations, awards, op-ed pieces,
- 20 and/or letters of appreciation. The portfolio may also include a short statement on the
- 21 faculty member's unique service experiences or obligations.
- 22

23 **Section 15. Department or Unit Head's Role.** The department or unit head will obtain and

24 place in the evaluation file copies of summary reports from the teaching evaluation process,

25 including Student Experience Surveys. The file must also include recent peer evaluations of the

26 bargaining unit faculty member's teaching that is aligned with the university-wide teaching

27 standards established by the University Senate. Once the department or unit head has obtained

28 all of the appropriate documents and information, they will establish a committee of tenured

29 faculty and provide the committee with access to the documents and information. The

30 department or unit head will then:

31

- 32 1. Obtain a report from the faculty committee including an assessment of the bargaining
- 33 unit faculty member's progress toward tenure and promotion; and
- 34
- 35 2. Prepare their own evaluation of the bargaining unit member's progress toward tenure and
- 36 promotion; and
- 37
- 38 3. Provide the department or unit head's written report to the bargaining unit faculty
- 39 member and allow the faculty member 14 days from the date of the receipt of the report
- 40 to provide responsive material or information, which shall be included in the evaluation
- 41 file; and
- 42
- 43 4. Submit the evaluation file to the appropriate dean.
- 44

45 If a department or unit has or develops a policy or practice of providing the report of the faculty

46 committee to the bargaining unit faculty member, the department or unit head shall do so.

47

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

Section 17. Provost's Role. The Provost or designee will consider the cumulative recommendations received from department faculty, the department or unit head, and the dean, and then will decide the terms and duration of any subsequent appointment of the bargaining unit faculty member. Upon Provost review, the summary report will be placed in the faculty member's departmental or college personnel file and a decision conveyed in writing to the faculty member no later than June 5.

Tenure Review Process

Section 18. Eligibility for tenure review. Except as authorized in writing by the Provost or designee, a bargaining unit faculty member is entitled to a decision on tenure only after six consecutive academic or fiscal years of employment at or above the FTE at which they were hired. An appointment is considered consecutive even if interrupted by one or more approved leaves of absence. Leaves are considered consistent with Section 7.

Section 19. Tenure Review period. The tenure review will include all research, teaching, and service accomplished since the beginning of the faculty member's employment in the current position in addition to other materials specified by the faculty member's hiring agreement (Article 16). Leaves of absence not resulting in a clock stoppage will be considered as part of the review period.

Section 20. Initiating the Tenure Review Process. To initiate the tenure review process, the department or unit head will contact the bargaining unit faculty member no later than winter term of the year preceding the year in which a tenure decision is required and request the following:

- a. **Election of Criteria:** The bargaining unit faculty member will be reviewed relative to the criteria in effect during their last mid-term review. If the criteria have changed since the last mid-term review, the faculty member must choose either the earlier or current set of criteria.
- b. **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the faculty member's current research, scholarly, and creative activities and accomplishments, including publications, appointments, presentations, and similar activities and accomplishments. This document should clearly differentiate between accomplishments that occurred during the review period and those that did not.

- c. **Scholarship portfolio:** A comprehensive portfolio of scholarship, research and creative activity during the review period; and appropriate evidence of national or international recognition or impact.
- d. **Personal statement:** A 3-6 page personal statement developed by the bargaining unit faculty member explaining how their provided material relates to the applicable unit-level criteria for tenure and promotion. The personal statement should expressly address the subjects of teaching; scholarship, research, and creative activity; service contributions to the academic department, center or institute, school or college, university, profession, and the community; and, as appropriate, contributions to diversity, equity, and inclusion.
- e. **Teaching portfolio:** Representative examples of course syllabi or equivalent descriptions of course content and instructional expectations for courses taught by the bargaining unit faculty member, examples of class assignments and exams, information from student experience surveys, which will be considered in light of the response rate, and similar material.
- f. **Service portfolio:** As available, evidence of the bargaining unit faculty member's service contributions to their academic department, center or institute, school or college, university, profession, and the community. Such evidence could include white papers authored or co-authored by the faculty member, commendations, awards, op-ed pieces, and/or letters of appreciation. The portfolio may also include a short narrative elaborating on the faculty member's unique service experiences or obligations.
- g. **External reviewers:** At the option of the bargaining unit faculty member, a list of qualified outside reviewers.

All material in this Section, along with the following items, will be included in the Tenure Review File:

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

Section 21. Schedule for Review of Tenure and Promotion Files. The Office of the Provost

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

The new deadline must allow the University adequate time to complete the tenure review process by June 5. If the faculty member misses the new deadline, tenure will be denied.

Section 22. External reviews. The department or unit head will prepare a list of qualified external reviewers, with input from the department or unit faculty eligible to vote on a tenure and promotion case. The department or unit head will select a majority of the external reviewers from this independently prepared list, but the department or unit head's primary responsibility is to obtain the best judgments from the most highly qualified experts in the appropriate areas. Most, if not all, of the external reviewers should be at the rank for which the candidate is being considered or above (i.e., associate professor or professor for tenure and promotion to associate professor; professor for promotion to professor). Reviewers generally should come from comparable AAU and research intensive institutions or programs. The suggestions regarding affiliations apply to the majority of external reviewers and are not strict prohibitions. A minimum of five substantive external evaluations is required for a tenure case to move forward.

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

Section 23. Faculty Review. The eligible faculty in the candidate's department or unit, or a personnel committee comprised of a subset of the eligible faculty (if the department's or unit's internal policy specifies the creation of such a committee), will review the file and the external reviews, prepare a report, and vote. In cases where there are too few eligible faculty members to form a personnel committee within the candidate's department or unit, the department or unit head will work with the appropriate dean to establish a committee including appropriate faculty members from outside the department. A final vote will be conducted by signed ballot, which may happen electronically, and the ballots will remain confidential to the extent permitted by law. The department or unit head will inform the faculty member whether the vote was positive or not. A de-identified vote tally, however, will be provided to the faculty member by the department or unit head in the event of an appeal.

Section 24. Review by Department or Unit Head, College or School Personnel Committee,

1 **and Dean.** The department or unit head will prepare their own report and recommendation
2 based on the file, and then forward the entire file to the appropriate dean. The file then will be
3 reviewed by a school- or college-level personnel committee appointed by a process determined
4 by the dean. The committee will prepare their own report and vote, and will forward the entire
5 file to the dean. This step may be bypassed in schools or colleges whose deans choose not to
6 convene a personnel committee. The dean will then prepare their own report and
7 recommendation based on the file and then meet with the candidate to discuss the case, review
8 the recommendations made by the department committee, department or unit head, and the
9 school or college-level personnel committee (if applicable), and the dean's own
10 recommendation. The candidate will be provided with a copy of the dean's report that has been
11 redacted in accordance with the waiver status to protect personally identifiable information. The
12 candidate may provide responsive material for the file within 14 days of the meeting with the
13 dean or the receipt of the redacted report, whichever is later. The dean will then forward the
14 entire file to the Office of the Provost.

15
16 **Section 25. Provost's Review of File.** The Provost or designee will review the promotion and
17 tenure file for completeness, general presentation, and may request additional information from
18 the dean. The file forwarded to the Provost or designee should include the contents listed in
19 Appendix 3: Tenure Review File Checklist.

20
21 **Section 26. University Faculty Personnel Committee Review.** After the Provost or designee
22 has reviewed the file and deemed it complete, the file is sent to the University Faculty Personnel
23 Committee (FPC). The committee will review the file, request additional information from the
24 Office of the Provost, or previous levels of review, if necessary, and then discuss and record a
25 vote to recommend that tenure and promotion is either granted or denied. The committee will
26 prepare a written summary of its discussion, which will include the outcome of the vote.

27
28 **Section 27. Provost's Decision.** The Provost has plenary authority to award or deny tenure. The
29 candidate will be notified in writing of the Provost's decision. The letter accompanying the
30 decision will contain an explanation of the reasons underlying the Provost's decision, if the
31 decision is to deny tenure or promotion. A tenured appointment may not be less than 0.50 FTE.
32 If tenure is granted, the letter will include a statement indicating the FTE of the tenured
33 appointment. The letter will be placed in the candidate's personnel file. The foregoing does not
34 preclude a subsequent written agreement between the Provost or designee and the candidate
35 adjusting the FTE of the appointment, so long as the appointment is at least 0.50 FTE.

36
37 Successful candidates are granted tenure and assume their new classification and rank at the start
38 of the next academic year, or sooner at the discretion of the Provost. Candidates who are denied
39 tenure will receive a notice of appointment, which expires at the end of the academic or fiscal
40 year following the one in which the application for tenure was submitted.

41
42 **Section 28. Withdrawal of Application.** A bargaining unit faculty member may withdraw an
43 application for tenure in writing to the Provost and the dean at any time before the Provost's
44 decision. Upon withdrawal, a bargaining unit faculty member will receive a notice of
45 appointment which expires at the end of the academic or fiscal year following the one in which
46 the application for tenure was submitted.

Promotion to Full Professor Review

Section 29. Promotion from Associate Professor to Professor. The criteria for promotion to full professor are those outlined in the bargaining unit faculty member's unit-level policy. The process and timelines for review and evaluation for promotion from associate professor to professor are the same as those for promotion to associate professor and tenure, except:

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

Post-Tenure Reviews

Section 30. Tenured bargaining unit faculty members at the rank of associate professor will have a third-year review in the third year following promotion and every three years thereafter. Tenured associate professors will not be required to complete a third-year review in a year when they are seeking a promotion to full professor. Following promotion, full professors will have alternating third-year reviews and major sixth-year post-tenure reviews. The primary function of post-tenure review is to foster continued faculty professional growth and is not a process to reevaluate the award of tenure. If a review is not successful, then a development plan may be established (Section 38). The post-tenure review process may not be used to shift the university's burden of proof in a proceeding to terminate a tenured faculty member for cause.

Section 31. Third-Year Post-Tenure Reviews. Third-year post-tenure reviews will be conducted by the appropriate department or unit head with the bargaining unit faculty member. Review materials will typically consist of a curriculum vitae, a brief personal statement accounting for and explaining anything not clear from their CV, materials for the evaluation of teaching (where applicable), and a sabbatical report (where applicable) (Section 33). The department or unit head will prepare a concise statement that includes an evaluation of whether the faculty member is meeting or not meeting expectations under their unit level policy (or Section 39, as appropriate). The department head will share their statement with the bargaining unit faculty member, who will have 14 days to respond in writing. The review materials, head's statement, and faculty member's response are then sent to the dean and then to the Office of the Provost for approval. The head's statement and any response from the bargaining unit faculty member, dean, and Office of the Provost will be placed in the bargaining unit faculty member's personnel file. If the unit-level review criteria (or Section 39, as appropriate) were not met by the

1 faculty member and the recommendation is to implement development plan, then the head and
2 faculty member will develop one in consultation with the dean to be approved by the Office of
3 the Provost (Section 38).

4
5 **Section 32. Sixth-Year Review.** Only full professors will have sixth-year post-tenure reviews,
6 which will be in the sixth year following promotion to full professor or six years after their
7 previous sixth-year post-tenure review.

8
9 **Section 33. Sixth-Year Review Period.** The review period will include all work accomplished
10 during the previous six years, taking into account any leaves and resulting clock stoppages
11 (Section 7).

12
13 **Section 34. Initiating the Sixth-Year Review.** To initiate the review process, the department or
14 unit head or designee will contact the bargaining unit faculty member during the fall term of the
15 year in which the review will take place and request the following:

- 16
17 a. **Criteria:** Criteria for sixth-year post-tenure reviews will be as specified in Section 39
18 below unless the department or unit has approved post-tenure review criteria. If the
19 review criteria have changed during the six years prior to the review, the faculty member
20 may elect either the earlier or current set of criteria.
21
22 b. **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the
23 faculty member's current research, scholarly, and creative activities and
24 accomplishments, including publications, appointments, presentations and similar
25 activities. This document should clearly differentiate between accomplishments that
26 occurred during the review period and those that did not.
27
28 c. **Personal statement:** A 3-6 page personal statement developed by the bargaining unit
29 faculty member explaining how their provided material relates to the applicable unit-
30 level criteria for post-tenure review. The personal statement should expressly address the
31 subjects of teaching; scholarship, research, and creative activity; service contributions to
32 the academic department, center or institute, school or college, university, profession,
33 and the community; and, as appropriate, contributions to diversity, equity and inclusion.
34
35 d. **Sabbatical report:** A report of the accomplishments and benefits resulting from
36 sabbatical, if applicable.
37

38 **Section 35. Department or Unit Head's Role.** The department or unit head or designee will
39 obtain and place in the evaluation file copies of summary reports drawn, as appropriate, from the
40 system of teaching evaluation that was in effect prior to Fall 2019 and the Student Experience
41 Surveys that were effective as of Fall 2019. The file must also include a recent peer evaluation
42 of the bargaining unit faculty member's teaching. Peer teaching reviews should be aligned with
43 the university-wide teaching standards as established by the University Senate.
44

45 Once the department or unit head has obtained all of the appropriate documents and information,
46 they will establish a committee of full professors and provide the committee with access to the
47 documents and information. The faculty committee will prepare a report and a recommendation

1 regarding the outcome of the review. The report and recommendation will be reviewed by the
2 committee who will vote on the recommendation. The department or unit head or designee will
3 then:

- 4
5 1. Obtain a report from the faculty committee including an assessment of the bargaining
6 unit faculty member's performance, a recommendation regarding the outcome of the
7 review, and the results of the faculty vote; and
8
- 9 2. Prepare their own evaluation of the bargaining unit faculty member's performance; and
10
- 11 3. Provide the department or unit head's report to the bargaining unit faculty member and
12 allow them 14 days from the date of the receipt of the report to provide responsive
13 material or information, which shall be included in the evaluation file; and
14
- 15 4. Submit the evaluation file to the appropriate dean.
16

17 If a department or unit has or develops a policy or practice of providing the report of the faculty
18 committee to the bargaining unit faculty member, the department or unit head shall do so.
19

20 **Section 36. Dean's Role.** The dean will review the file and may consult with appropriate
21 persons and may obtain and document additional relevant information. Once the dean deems the
22 file complete, they will prepare a separate report and independent recommendation. The dean
23 will share their written report and recommendation with the bargaining unit faculty member,
24 redacted as appropriate, and allow them 14 days from the date of receipt of the report to provide
25 responsive material and information, which shall be included in the evaluation file. The dean
26 will then submit the complete evaluation file to the Office of the Provost.
27

28 **Section 37. Provost's Role.** The Provost or designee will consider the cumulative evaluations
29 received from the faculty committee, the department or unit head, and the dean.
30

31 If the Provost or designee concludes that the bargaining unit faculty member's performance
32 meets expectations in all areas of a sixth-year review, the bargaining unit faculty member will
33 receive an increase in their base salary per Article 26.
34

35 **Section 38. Development Plans.** If the Provost concludes that the bargaining unit faculty
36 member's performance does not meet expectations in one or more areas, the dean and the
37 department or unit head shall consult with the bargaining unit faculty member and shall
38 recommend to the Provost a development plan for demonstrable improvement in the area(s) at
39 issue. The goal of the plan is to put the faculty member on track to meet expectations in that area
40 or areas at their subsequent review. The development plan should be implemented no later than
41 the first term of the academic year following the review. Development plans may require
42 adjustment of professional responsibilities (e.g., reduced service or teaching in order to support
43 more research) and must specify a follow-up review timeline.
44

45 If a faculty member has a development plan, the criteria in the area(s) specified in the
46 development plan will be in effect for those areas of the subsequent review. If the faculty
47 member does not meet expectations in the specified area(s), the Provost may reduce or reassign

the faculty member's FTE associated with the specified area(s) or may establish a new development plan or both. If the faculty member's FTE is adjusted, future reviews will reflect the adjustment of duties.

A bargaining unit faculty member who has had their FTE or duties adjusted as the result of an unsuccessful development plan may elect to have their standard workload restored if, on a subsequent post-tenure review, they meet expectations in the areas in which the faculty member had previously been determined not to have met expectations. If the faculty member meets expectations as outlined in the unit policies, they may, if they so choose, resume their standard workload the Fall following the year the post-tenure review was initiated.

Section 39. Post-Tenure Review Criteria. Review criteria for third- and sixth-year post-tenure review are as follows, unless a department or unit has an approved unit-level policy establishing their own post-tenure review criteria through the process specified in Article 4.

In cases where a tenured faculty member has a workload other than the standard tenure-track workload in the department or unit (e.g., with larger teaching and smaller research FTE, or vice versa) or is working under a development plan, the standard for meeting expectations in a third- or sixth-year review will be established by these alternate arrangements and informed by the unit-level policy and the guidelines below. As appropriate, each of the three areas below should include contributions in teaching, research, and service that demonstrably promote diversity, equity, and inclusion.

1. **Teaching:** Teaching standards as established by the University Senate.
2. **Research, scholarship, creative, and artistic achievement:** In general, research, scholarship, and creative achievement is demonstrated in the following categories. Each category applies in a given case only if that category is specified in the unit promotion and tenure policy. The standards of evaluation, unless otherwise specified by the unit policy, will be the standards established for promotion to full professor. Some categories to be considered include:
 - a. publications and/or creative activities of significance and;
 - b. externally funded research;
 - c. patents, intellectual property developed; technologies licensed, companies spun-off;
 - d. adoptions of research innovations by other researchers, organizations, or the public;
 - e. research awards and prizes;
 - f. membership in the national academies or other selective research societies;
 - g. research in progress and substantially planned work (including grant proposals);
 - h. translational research or scholarship that influences public policy or contributes to societal benefits;
 - i. participation in conferences, conventions, seminars, and professional meetings;
 - j. professional peer review, holding office in academic and professional organizations, serving on committees and/or on editorial boards;
 - k. association with organizations and groups that will result in professional improvement of the faculty member and bring recognition to the university;

- 1 l. research or professional consultation for federal agencies, foundations, or other
2 research sponsors;
- 3 m. recognized evidence of scholarly and professional visibility, such as special
4 awards, scholarly citations, and the republication of work;
- 5 n. scope and depth of scholarship as revealed in public lectures, book reviews, and,
6 in special circumstances, discussions;
- 7 o. works of art, such as painting, sculpture, design, planning, musical composition,
8 poetry, fiction, drama, dance, photography, and film disseminated or exhibited in
9 recognized venues of quality and distinction;
- 10 p. public performances: musical recitals, concerts, conducting, theater performance
11 and production, dance performance and production, radio or television production
12 disseminated/exhibited in recognized venues of quality and distinction;
- 13 q. public recognition: exhibitions, commissions, acceptance of work for permanent
14 collections, awards.
- 15
- 16 3. **Service:** Consistent with promotion to full professor as specified in the collective
17 bargaining agreement, senior faculty are expected to engage in significant service
18 demonstrating leadership and commitment both within and outside the candidate's
19 department or unit. Service must include some of the following:
20 a. leadership in academic and administrative roles:
21 i. academic program area or departmental administration and curriculum;
22 ii. personnel and policy committees or activities;
23 iii. college or school administration and committees or activities;
24 iv. university or state system administration and committees or activities.
25 b. service and activities on behalf of the larger community (local, state, national,
26 and international governmental bodies, NGOs, etc.);
27 c. academic contributions to community activities, either as an individual or as a
28 representative of the university;
29 d. service to professional and disciplinary organizations;
30 e. academic service on behalf of the public interest.

ARTICLE 21. REVIEW DECISION APPEALS

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

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

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

Section 3. Appeal Guidance. The Union and Office of the Provost will jointly be responsible for providing all bargaining unit faculty members who have received a reviewable decision under Section 1 with information about the appeals process. Bargaining unit faculty members shall be notified of their right to seek counsel from the Union in the written reviewable decision notice. Upon a bargaining unit faculty member's request, the Union shall provide a representative to provide appropriate guidance through the appeal process. The faculty member may have a union representative present at formal hearings; however, the union representative cannot speak for the bargaining unit faculty member. The union representative may, however, ask clarifying questions.

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

Requests for access to the review file must be submitted by the bargaining unit faculty member in writing to the Office of the Provost, which will provide the file to the bargaining unit faculty member for review as soon as possible, but no later than 21 days after the receipt of the request. If, for any reason, the Office of the Provost provides the file to the bargaining unit faculty member later than 21 days after the receipt of the request, the timeline to file an appeal of tenure or promotion denial shall be paused until the file is provided to the bargaining unit faculty member.

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

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

27 Section 6. Appeals Process

28

- 29 ● **Step 1. Initiating an Appeal.** A bargaining unit faculty member may initiate an appeal
- 30 of a reviewable decision by providing a written statement of appeal to the Provost within
- 31 30 days of the review decision being sent to the faculty member's official @uoregon.edu
- 32 email address. To be considered, the appeal statement must be signed and dated and must
- 33 include the following:
- 34 a. the ground(s) from Section 2 for appeal being alleged;
- 35 b. all arguments and supporting evidence the bargaining unit faculty member wishes
- 36 to be considered;
- 37 c. proposed resolution;
- 38 d. designation of a union representative (if desired); and
- 39 e. whether a formal or informal process is requested. The bargaining unit faculty
- 40 member may elect to have the appeal considered either informally or formally,
- 41 but not both. In selecting the informal process, the bargaining unit member
- 42 waives the right to a formal hearing. In selecting the formal process, the
- 43 bargaining unit member waives the right to use the informal process, and they
- 44 must specify if the formal hearing shall be closed or open (see Step 5).
- 45
- 46 ● **Step 2. Provost's Response to Appeal.** Within 30 calendar days of the receipt of the
- 47 appeal, the Provost or designee shall prepare a written response and forward the appeal,

1 together with their response, to the Chair of TTRAC and the bargaining unit faculty
2 member. The Provost may also choose to change the initial decision.
3

- 4 ● **Step 3. Amendments to the Appeal.** A bargaining unit faculty member may amend
5 their appeal arguments within 30 days of receiving the Provost response. Though it is
6 expected that all information relevant to the appeal is included in the initial appeal
7 packet, newly discovered materials or materials otherwise unavailable to the bargaining
8 unit faculty member may be submitted to the TTRAC and the Provost or designee at
9 least five calendar days prior to the hearing or informal review meeting. A bargaining
10 unit faculty member may also choose to withdraw their appeal, accepting the decision of
11 the Provost.
12
- 13 ● **Step 4. Peremptory Challenge and Recusal.** The bargaining unit faculty member may
14 make a peremptory challenge of one member of the TTRAC within 10 days of being
15 made aware of the committee membership. Standing committee members may also need
16 to recuse themselves. Vacancies will be filled by members on the alternate list, with final
17 committee composition being mutually agreed upon by the Union and the University.
18
- 19 ● **Step 5. TTRAC Review.** TTRAC considerations will be either informal or formal.
20
 - 21 a. **Informal Written Materials Review:** The TTRAC will consider the appeal
22 solely on the basis of the written materials, consisting of the complete and
23 unredacted tenure file, the bargaining unit faculty member's statement of appeal,
24 and the written response from the Provost. The TTRAC may request additional
25 documents consistent with Section 5.c. The TTRAC will hold an informal review
26 meeting within 60 days of the receipt of the appeal in Step 2 or, if applicable,
27 amendments to the appeal in Step 3.
28
 - 29 b. **Formal Hearing:** In addition to a review of the written materials as described in
30 Step 5.a., the TTRAC shall conduct a hearing, the purpose of which is for
31 members of the TTRAC to ask questions of the Provost or designee, the
32 bargaining unit faculty member, and any witnesses called by the TTRAC. The
33 TTRAC will hold a hearing within 60 days of the receipt of the appeal in Step 2
34 or, if applicable, amendments to the appeal in Step 3. The bargaining unit faculty
35 member and the Provost or designee will agree within 10 days on an acceptable
36 date and time for the hearing. If a date and time cannot be agreed upon between
37 the Provost or designee and the bargaining unit faculty member, the bargaining
38 unit faculty member will be given at least five days' notice of the time and place
39 for the hearing set by the Provost or designee.
40
- 41 The bargaining unit faculty member has the right to have either an open or closed
42 hearing.
43
 - 44 i. **Closed Formal Hearing.** Should the bargaining unit faculty member
45 choose to have a closed hearing, the hearing shall be closed to all except
46 the TTRAC, the bargaining unit faculty member, the bargaining unit

1 faculty member's union representative and/or legal counsel, the Provost or
2 designee and their representative, the University's legal counsel, staff to
3 the TTRAC, and any witnesses called by the TTRAC. The representatives
4 shall be observers only, unless asked to participate by the TTRAC. The
5 bargaining unit faculty member and the Provost or designee are each
6 responsible for any expenses incurred in having their representative
7 present.
8

- 9 ii. **Open Formal Hearing.** In addition to those allowed in a closed hearing,
10 should the bargaining unit faculty member choose to have an open
11 hearing, members of the public may attend; however, they shall be
12 observers only.
13

14 The hearing shall be recorded. The bargaining unit faculty member shall have
15 access to the appropriately redacted record of the appeal (as it exists at any given
16 time) and to recordings of the hearing. Neither the committee nor the University
17 shall have any obligation to provide a transcript of the recording.
18

- 19 ● **Step 6. TTRAC Recommendation.** The TTRAC will prepare a written report based
20 upon an impartial evaluation of the evidence. The report will conclude if any of the
21 grounds for the appeals set forth in Section 2 are present and whether other action is
22 recommended in light of their findings. The TTRAC will submit the report to the Office
23 of the Provost and the bargaining unit faculty member within 15 days of the hearing or
24 informal review meeting.
25
- 26 ● **Step 7. Decision by the Provost.** The Provost will consider the report of the TTRAC
27 and notify the bargaining unit faculty member in writing of their decision and rationale
28 on the appeal within 21 calendar days of receiving the TTRAC report. For decisions that
29 cannot be appealed under Step 8, the Provost's decision is final and binding and is not
30 subject to grievance, arbitration, or further appeal.
31
- 32 ● **Step 8. Appeals to the President.** In decisions to deny tenure and/or promotion to a
33 bargaining unit faculty member in the Tenure-Track and Tenured classification, the
34 faculty member will have 10 days to appeal the Provost's Step 7 decision in writing to
35 the President.
36
- 37 ● **Step 9. Decision by the President.** The President will consider the review file materials,
38 including the report of the TTRAC and the Provost's Step 7 decision, and notify the
39 bargaining unit faculty member in writing of their decision on the appeal within 21
40 calendar days of the receipt of the Step 8 appeal. The President's decision is final and
41 binding and is not subject to grievance, arbitration, or further appeal.
42

43 **Section 7. Timelines.** The bargaining unit faculty member and the TTRAC may agree in
44 writing to an extension of the response time of the TTRAC. The bargaining unit member and
45 the Provost or designee may agree in writing to an extension of the initial appeal deadline or the
46 response time of the Provost or designee. The bargaining unit member and the President or

- 1 designee may agree in writing to an extension of the appeal deadline to the President or the
- 2 response time of the President.

ARTICLE 22. GRIEVANCE PROCEDURE

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

Section 2. Definitions:

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

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

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

Section 3. Process

Grievance Initiation

a. Initiation of a Grievance

- i. Within 60 days of the date the grievant knew, or reasonably should have known, of the act, omission, or condition that is the basis of the grievance, the grievant shall submit a grievance, as defined in Section 6, to the ELR grievance email address, grievances@uoregon.edu. Grievances alleging discrimination, including discriminatory harassment, should be filed within 365 days of the date the grievant knew or reasonably should have known, of the act, omission, or condition that is the basis of the grievance.
- ii. In addition to the grievance requirements provided for in Section 6, the grievance should include a statement describing whether the grievant believes the informal resolution process would be effective.

Informal Resolution Process

b. Review

- i. Within 14 days of receiving the grievance, ELR shall schedule separate mandatory meetings with: (1) the grievant and the grievant's union representative (if desired by the grievant); and (2) the grievant's supervisor and/or other parties named in the grievance who have substantial information regarding the underlying facts. At these meetings, ELR and the grievant and the relevant

47 administrator will discuss whether and how an informal resolution would be an
48 effective way to resolve the matter and ELR will also make it clear to all parties
49 that retaliation for participation in the informal and formal grievance is
50 prohibited. Following these meetings, one of the following will happen:

- 51 i. ELR and the grievant may agree that the dispute may be resolved using an
52 informal resolution process. In this case, ELR shall schedule and conduct
53 an informal resolution process. This process will be complete within 60
54 days of the filing of the grievance. At the conclusion of an informal
55 resolution dispute process, ELR will send a letter to the grievant stating
56 the informal resolution process has concluded.
- 57 ii. ELR and the grievant may determine that an informal resolution will not
58 be successful or the grievant may not agree to participate in an informal
59 resolution process. In this case, a formal hearing, as described in Section
60 3.c, will be scheduled. The formal hearing will be held within 21 days of
61 the date that ELR sends out a statement to the parties explaining that the
62 informal resolution process will not be used in the matter.
- 63 iii. ELR may determine the informal process will not be successful and will
64 provide an explanation of the situation to the faculty member and dismiss
65 the grievance, concluding the informal process. The grievant will be
66 informed of their right to submit the grievance for a formal hearing
67 (Section 3.c.).
- 68 ii. At any point after the informal resolution dispute process has been initiated, the
69 grievant can send ELR an email at grievances@uoregon.edu stating that the
70 grievant no longer wishes to participate in the process. In response, ELR will
71 send out a letter to the parties stating the informal resolution process has
72 concluded.

73 74 **Formal Resolution Process**

75 76 **c. Hearing**

- 77 i. Grievance timeline: Within 21 days of receiving the letter from ELR explaining
78 that the informal resolution process has concluded, if the grievant is not satisfied
79 with the outcome, or the informal process is bypassed by mutual agreement, the
80 grievant may present the grievance to ELR in an email at
81 grievances@uoregon.edu to be heard by the Provost's Office.
- 82 ii. Hearing timeline: A formal hearing with the Provost or Provost's Office
83 Designee, will be scheduled within 21 days of receipt of the grievance described
84 in section c.i.
- 85 iii. At or before the grievance hearing, the grievant is allowed to submit a number of
86 relevant questions to the Provost or the Provost's Office Designee. The grievant
87 will limit these questions to those that do not place an undue hardship on the
88 university to respond to, and generally should be no more than 15 questions. The
89 Provost's Office will respond to the questions within 21 days. This section does
90 not limit the Union's right to make information requests under PECBA, nor the
91 confidentiality rights afforded to employees and students under UO policy and
92 state and federal law.

- 93 iv. The Provost’s Office will send a decision in writing to the grievant within 30
94 days of the hearing. If the questions under subsection iii. above are presented at
95 the hearing by the union and responding requires subsequent information
96 gathering, the decision-deadline will be extended to 60 days from the date of the
97 hearing. Disputes against the Provost may be filed with the President in lieu of
98 the Provost. If the grievant is not represented in the grievance by the Union, a
99 copy of the decision will be sent to the Union forthwith.

100
101 **Grievances Alleging Prohibited Discrimination**
102

- 103 d. If the grievance alleges prohibited discrimination or retaliation for filing a claim of
104 prohibited discrimination, ELR will send the grievance to the Office of Investigations
105 and Civil Rights Compliance (OICRC). OICRC will send a letter acknowledging the
106 grievance (acknowledgment letter) and assigning an investigator to conduct an initial
107 assessment of the grievance, which will include a meeting with the grievant and, if the
108 grievant wants, their union representative.
- 109 i. If OICRC decides that the grievance is within their jurisdiction and should be
110 formally investigated, the grievance will remain with OICRC and it will issue a
111 Notice of Investigation to all parties (the grievant, employee and labor relations
112 and the respondent). OICRC determines whether the grievance is in its
113 jurisdiction by assessing whether if all the facts are true, there is a violation of
114 UO’s prohibited discrimination policies.
- 115 ii. If OICRC decides that the grievance is not within their jurisdiction or is
116 otherwise insufficient for formal investigation, the grievance as it relates to
117 discrimination will be denied and the grievance will be returned to ELR to
118 determine the appropriate process for the grievance.
- 119 iii. The grievant and OICRC may also mutually agree that the grievance will go
120 through the informal process set forth above. If the informal process is not
121 successful, the grievance will come to OICRC for final disposition.
- 122 e. OICRC’s process must provide the union and the grievant with at least the rights they
123 would have otherwise received through the grievance process articulated in this Article,
124 which means that the grievant may ask at least 15 questions that are relevant, and may
125 meet with the OICRC investigator and during the initial meeting described above. The
126 union will be allowed to participate to the extent they could participate during a
127 grievance hearing.
- 128 f. OICRC’s process shall be concluded within 90 days of the date that OICRC sends the
129 Notice of Investigation. For good cause, OICRC’s investigation timeline can be extended
130 by mutual agreement of the parties.
- 131 g. OICRC’s decision may be appealed through Article 23.
- 132 h. If the grievance alleges prohibited discrimination as one of many grievance allegations,
133 the grievance will be bifurcated and the parts alleging prohibited discrimination will
134
135
136
137
138

follow the process set forth above. The remaining grievance allegations will follow the normal informal resolution/hearing process. If a remedy offered through the normal grievance process would irreparably harm the grievant, the grievance process may be stayed pending the OICRC investigation. The parties can also stay the grievance process through mutual agreement.

Section 4. If the Union is the grievant, the grievance shall be filed no later than 60 days following the date on which the bargaining unit faculty member whose rights under this Agreement were allegedly violated knew or reasonably should have known of the act, event, or condition which is the basis of the grievance.

Section 5. General Provisions.

- a. A grievant may represent themselves in the grievance process or may elect to be accompanied or represented by a Union representative. If the Union does not represent the grievant, the resolution of the grievance shall not be inconsistent with the terms of this Agreement.
- b. The grievant and the University may agree to modify the time limits of the grievance procedure. In a formal grievance process, agreements to modify time limits shall be in writing. Requests for extensions of time will not be unreasonably denied.
- c. The University's failure to communicate the decision on the grievance within the time limit, including any extension thereof, shall be deemed a denial of the grievance. The grievant's failure at any step of this procedure to appeal to the next step within the time limit, including any extension thereof, shall be considered acceptance by the grievant of the decision rendered at the previous step but will not constitute a past practice or any precedent in the disposition of other cases.
- d. A grievant may withdraw a grievance at any time.
- e. All facts relevant to a grievance shall be presented by the parties with the objective expressed in Section 1 of this Article.

Section 6. Written grievances must include at least:

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

Section 7. A grievance may not be filed for an act, omission or condition related to provisions

185 newly defined in this Agreement that occurred prior to the effective date of this Agreement.

ARTICLE 23. ARBITRATION

Arbitration for Grievance Resolution

Section 1. If the grievance brought under Article 22, Grievance Procedure, is not resolved after the formal process, the Union may submit the matter to arbitration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1
2 **Section 10.** The compensation of any bargaining unit faculty member called as a witness and/or
3 serving as the Union representative in an arbitration hearing shall not be reduced for a
4 reasonable period of time to prepare for and to give testimony at the hearing, or in the case of the
5 Union representative, to represent the Union at the hearing. Every effort shall be made to avoid
6 unduly disrupting the work of any bargaining unit faculty member called to serve as a witness.
7

8 **Expedited Arbitration for Challenging Career Faculty Layoff Decisions** 9

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

17 **Section 12.** The Union must file an intent to challenge a Career layoff within 15 days of the
18 bargaining unit faculty member receiving notice of layoff. A layoff notice is deemed received on
19 the day it was sent to the official @uoregon.edu email address of the bargaining unit faculty
20 member.
21

22 **Section 13.** Either party may require an informal meeting for information exchange prior to
23 engaging the arbitrator. The meeting will be facilitated by UO Employee & Labor Relations, and
24 the University will share their rationale for the decision and supporting information. The Union
25 will share their concerns related to the rationale and supporting information. Any information
26 shared by either party may contribute to the record of the case. The arbitrator will be contacted
27 seven days after the meeting unless there is agreement to the contrary.
28

29 **Section 14.** The parties will pre-select an arbitrator to hear challenges to layoff decisions. If the
30 agreed upon arbitrator is not available, the parties will mutually agree on a different arbitrator
31 using the process described in Section 3.
32

33 **Section 15.** The Union will have the burden of proof to demonstrate that there has been a
34 violation of the layoff process, the reviewable provisions of Article 16.12, or any other provision
35 of the Agreement or University policy that relates to the expedited review process. This means
36 that the Union is required to meet their burden of proof requirement before the University is
37 required to demonstrate why they believe no violation occurred.
38

39 **Section 16.** Arbitration decisions will be made within 90 days of the layoff notice being given
40 unless the parties have agreed to additional time. The decision of the arbitrator shall be in
41 writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.
42 The decision of the arbitrator shall be final and binding upon the parties as to the issues
43 submitted, provided that either party may seek judicial review of the decision as provided by
44 law.
45

1 **Section 17.** The parties will divide equally the cost of retaining an arbitrator for the expedited
2 process. All additional fees and expenses of the arbitrator shall be paid by the party not
3 prevailing in the matter.

ARTICLE 24. DISCIPLINE AND TERMINATION FOR CAUSE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1
2 **Section 6. Procedures for Faculty Input.** The above determinations must be made pursuant to
3 university procedures providing for faculty and other appropriate input and be based on financial
4 or academic considerations that reflect long-range judgments about the academic mission of the
5 university. Legitimate considerations allowing termination do not include cyclical or temporary
6 variations in enrollment, or finances.
7

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

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

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

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

ARTICLE 26. SALARY

Section 1. FY25 One-Time Payment and Salary Increase. All active bargaining unit faculty members will receive a one-time payment of \$2,000 (prorated based on their FTE). Additionally, all active bargaining unit faculty members, except for Postdoctoral Scholars, will receive a 4.5% increase to base salary. If ratification of this Agreement takes place on or before the 15th of a month, the increase will be applied back to the 1st of the ratification month, if ratification takes place after the 15th of a month, the increase will be applied the 1st of the month following ratification.

Section 2. FY26 Tenured, Tenure-Track, and Career Salary Increases:

- a. **Across the Board Increase.** Bargaining unit faculty members in the Tenured and Tenure-Track and Career classifications who held a UO faculty appointment in FY25 will receive a 3.25% increase to base salary effective September 1, 2025.
- b. **Career Instructional Equity Study Pool.** The University will establish a pool equaling 2.0% of the salary base of those covered by the Career Instructional Faculty Internal Equity Study that was agreed to between the parties on August 1, 2022. Resources from this pool will be distributed based on the determinations from the study and increases will be effective September 16, 2025. Any funds remaining in the pool will be added to the Career instructional classification across the board increase in FY27 for the corresponding units.
- c. **Career Research Faculty Additional Increase.** Bargaining unit faculty members in Career research categories will receive an additional 1.0% increase to base salary consistent with subsection a.

Section 3. FY27 Tenured, Tenure-Track, and Career Salary Increases

- a. **Career Across the Board Increase.** Bargaining unit faculty members in the Career classification who held a UO faculty appointment in FY26 will receive a 3.0% increase to base salary effective September 1, 2026.
- b. **Tenured and Tenure-Track Across the Board and Merit Salary Increases.**
 - TTF Across the Board Increase.** Bargaining unit faculty members in the tenured and tenure-track classification who held a UO faculty appointment in FY26 will receive a 2.0% increase to base salary effective September 1, 2026. This 2.0% is in exchange for agreeing to a TRP sunset date in Article 31.
 - TTF Merit Increase.** In addition to the meritorious salary increases associated with successful promotion, tenure, and six-year-post-tenure reviews, the University will establish unit-based pools of 3.0% for salary increases effective September 1, 2026 to be distributed solely as merit to eligible bargaining unit faculty members in the Tenure-Track and Tenured classification.

1
2 Total unit based pool amounts will be determined based on the total base salary (prorated
3 for FTE) for eligible faculty members in each group as of May 31 preceding the increase
4 date.

5
6 **Eligibility:** To be eligible for merit, the faculty member must have an appointment on or
7 before December 16, 2025. Merit reviews will be based on the work performed by the
8 faculty member since the faculty member's last merit review or since the faculty
9 member's start date, if the faculty member was hired during the last review period, and
10 must take into account the length of service over the review period.

11
12 **Distribution:** Merit distributions should be given as a percentage of base salary,
13 irrespective of FTE in any given review period, and not as a flat dollar amount, unless
14 the unit has Office of the Provost approval for the distribution. Unit level merit policies
15 must include criteria for determining whether faculty members meet or do not meet
16 expectations in teaching, service, and research, as applicable, and a methodology for
17 determining when faculty meet expectations overall based on their ratings in those areas.
18 Unit level policies will be expected to describe how different levels of accomplishment
19 in teaching, scholarship and creative activities, and service will correspond to different
20 merit ratings in those categories and overall. Bargaining unit faculty members having a
21 review related increase (Section 7) applied on the same date as the merit increase will
22 have the merit increase applied to their base salary first and then the promotion increase
23 will be applied.

24 25 **Section 4. Limited Duration Continuing Appointment Increases (FY26 & FY27).**

26 Bargaining unit faculty members in the Pro Tem, Visiting, and Retired classifications who both
27 hold an appointment on the corresponding increase date specified below and held a UO faculty
28 appointment in the academic and/or fiscal year preceding the corresponding increase date, shall
29 receive an increase to base salary as follows:

- 30 a. September 1, 2025: 2.0% increase to base salary;
31 b. September 1, 2026: 2.0% increase to base salary;

32 33 **Section 5. Funding-Contingent Faculty**

- 34
35 a. In no case will a funding-contingent faculty member be awarded retroactive salary
36 increases. In lieu of retroactive pay, funding-contingent faculty members will be entitled
37 to a lump-sum equivalent to the retroactive pay to be distributed no less than three
38 months after the retroactive pay would have otherwise been provided.
39
40 b. Funding-contingent faculty who are principal investigators on the sponsored project that
41 funds their own salary may petition the Office of the Provost to delay or forgo an
42 increase in their own salary as required under this Agreement.

43 44 **Section 6. Salary Floors**

- 45
46 a. As of July 1, 2023 through June 30, 2025, the following minimum salary floors will be in

effect for all bargaining unit faculty members in the Career, Postbaccalaureate Scholar, and Retired classifications:

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

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

- b. Effective July 1, 2023 through June 30, 2025, the minimum salary floor for instructional Pro Tem and Visiting bargaining unit faculty members will be 90% of the corresponding Career floor in subsection (b).
- c. 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 (Classification)	9-month Salary Floor	12-month Salary Floor
PE & Rec (Limited Duration)	\$30,007	\$35,904
PE & Rec (Career)	\$33,242	\$40,751
Postbaccalaureate Scholar	\$30,786	\$37,628
Research Assistant (Type A)	\$30,786	\$37,628
Research Assistant (Type B)	\$33,463	\$40,900
Research Assistant (Type C)	\$36,373	\$44,456
Research Associate	\$40,919	\$50,013
Instructor, Lecturer, Clinical Professor, Professor of Practice (Limited Duration)	\$46,800	\$57,199
Teaching Professor, Clinical Professor, Professor of Practice (Career)	\$52,000	\$63,555
All Others	\$50,013	\$61,127

Salary floors for 9-month appointments are 9/11 of the 12-month salary floor. For those in the Career classification, the salary floor for each rank within a category will be at least 8% more than the salary floor for the preceding rank (e.g. if the 9-month Career Assistant Teaching Professor salary floor is \$52,000, then the 9-month Career Associate

Teaching Professor salary floor is \$56,160, and the 9-month Career Teaching Professor salary floor is \$60,653). On July 1, 2025, Career bargaining unit faculty members who have successfully completed a Career Continuous Employment Review will receive a one-time base salary evaluation to ensure their base rate is at least 8% above the corresponding highest rank floor (i.e., a base salary of at least \$65,505 for eligible Teaching Professors).

- d. **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 6.a. or 6.c. (as appropriate). Departments or units reserve the right to pay at a higher level, so long as salary equity by years of service is maintained. Postdoctoral Scholars are not eligible for merit or across the board salary increases pursuant to this Article but shall receive an increase to base salary of at least 2.0% annually. Except by mutual agreement, Postdoctoral Scholars who are assigned teaching duties will be paid at their Postdoctoral Scholar base rate for their teaching responsibilities.

Section 7. Promotion and Review Related Salary Increases. All increases under this section will become effective September 16 for 9-month appointments and July 1 for 12-month appointments following the date of the review decision. To the extent a review decision is delayed by the University an increase will be made retroactively to the dates above, as appropriate.

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

Section 8. 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 9. 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

1 except in the case of emergency or unless another method of payment is required by law.

2
3 **Section 10. Alternative Program Models.** Notwithstanding other provisions of this agreement,
4 assignments in programs that rely on alternative compensation models (where compensation is
5 provided at a fixed rate outside regular salary) to be financially viable may be compensated at a
6 rate to be agreed to by the University and the bargaining unit faculty member without regard to
7 the bargaining unit member's existing base salary.

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

- 12
13 a. If a Career or Limited Duration bargaining unit faculty member has their FTE reduced
14 with no demonstrable corresponding reduction in workload, then the bargaining unit
15 faculty member's base salary will be increased in proportion to the FTE reduction.
16
17 b. If a Career or Limited Duration bargaining unit faculty member has their workload
18 significantly increased with no corresponding increase in FTE, then the bargaining unit
19 faculty member's base salary will be increased in proportion to the workload increase.
20
21 c. If a bargaining unit faculty member is paid an overload or stipend it must be for work
22 above and beyond their regular workload. If the University ends an overload or stipend
23 payment and a workload adjustment has not been made to account for the change, the
24 bargaining unit faculty member will no longer be expected to complete the assignment
25 which generated the overload or stipend.
26

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

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

1 **ARTICLE 27. HEALTH INSURANCE BENEFITS**
2

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

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

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

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

ARTICLE 28. MISCELLANEOUS BENEFITS

Section 1.

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

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

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

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

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

ARTICLE 29. RETIREMENT BENEFITS

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

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

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

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

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

1 **ARTICLE 30. BENEFITS FOR ELIGIBLE RETIRED BARGAINING UNIT FACULTY**
2

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

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

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

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

3 **Section 1. Tenure Reduction Program (TRP) Sunset.** New signups for the Tenure Reduction
4 Program will be discontinued after December 15, 2025. The TRP sunset in no way reduces or
5 limits the right of bargaining unit faculty members to secure post-retirement appointments at the
6 university by mutual agreement under Article 30. This Article will be sunset and deleted in its
7 entirety from this Agreement on June 30, 2027.
8

9 **Section 2. Eligibility.** To be eligible for either option under the Tenure Reduction
10 Program (TRP), a bargaining unit faculty member must be a tenured faculty member and must
11 be eligible to retire or become eligible to retire (as defined in Article 15, Academic
12 Classification and Rank) within three years.
13

14 **Section 3. TRP Options.**
15

16 a. **Tenure Reduction Option.** A bargaining unit faculty member must sign up for the
17 tenure reduction option by December 15, 2025 with a declared retirement date no later
18 than June 30, 2028. The bargaining unit faculty member will receive a one-time increase
19 of 6% of their base salary effective at the beginning of the academic term following the
20 signing of a TRP letter of agreement with the Office of the Provost. After the faculty
21 member's retirement, the faculty member is then eligible to work with reduced
22 appointments in the Retired classification (0.33 annual FTE for 9-month employees, 0.25
23 annual FTE for 12-month employees) on agreed-upon TRP assignments for up to five
24 years post-retirement. Department and unit heads will determine the TRP assignments in
25 consultation with the retired bargaining unit faculty member. It is the responsibility of
26 the bargaining unit faculty member to ensure that they do not work more hours or earn
27 more income per year than is allowed by their retirement plan.
28

29 b. **Tenure Relinquishment Option.** A bargaining unit faculty member must sign up for the
30 tenure relinquishment option by December 15, 2025 with a declared retirement date no
31 later than June 30, 2028. The bargaining unit faculty member will receive a one-time
32 salary increase of 6% of their base salary effective at the beginning of the academic term
33 following the signing of a tenure relinquishment letter of agreement with the Office of
34 the Provost. Bargaining unit faculty members electing the tenure relinquishment option
35 do not have the automatic right to receive any post retirement appointments.
36

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

ARTICLE 32. LEAVES

Leave Policies on Website

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

Sick Leave

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

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

Section 3. Bargaining unit faculty members who have earned sick leave credits must use and must record the use of sick leave for any period of absence during the faculty member's regular work hours on a day that the university is open during the term of the employee's appointment, if the absence is due to the employee's illness, injury, pregnancy-related illness or other conditions, medical or dental care, exposure to contagious disease, or attendance upon members of the employee's immediate family (employee's parent(s), spouse or domestic partner, spouse or domestic partner's parent(s), children, stepchildren, sibling(s), grandparent(s), children-in-law, 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

1 sick time, vacation leave, or any other paid leave available. Bargaining unit faculty members
2 shall determine the order in which they will use the appropriate leave options for topping off up
3 to 100% of their regular salary.

4
5 To the extent required by the Paid Leave Oregon law, applicable provisions of the CBA, or state
6 laws regulating employee benefits, bargaining unit members accessing the Paid Leave Oregon
7 program who use eligible accrued leave hours to make up the difference between their Paid
8 Leave Oregon benefit amount and their regular salary amount will continue to have their non-
9 Paid Leave Oregon leave (i.e., accrued vacation and sick) gross wages accrue all benefits to
10 which they are eligible.

11
12 When the administration is notified by The Standard (or other equivalent plan provider) that a
13 bargaining unit faculty member's claim has been approved for Paid Leave Oregon and benefits
14 have been calculated, the faculty member will be informed within 10 days of their ability to use
15 eligible accrued leave hours to make up the difference between their Paid Leave Oregon benefit
16 amount and their regular salary amount.

17
18 **Section 5. Disability Insurance.** Bargaining unit faculty members employed at 0.50 FTE or
19 greater are eligible for salary continuance under the Short-Term and Long-Term Disability
20 Insurance policies made available through the University.

21
22 **Section 6. Sick Leave Advance for Employee's Own Health Condition.** Bargaining unit
23 faculty members who earn paid sick leave are also eligible for salary continuance for up to 90
24 calendar days of absence due to the employee's own injury or illness through a combination of
25 accrued sick leave (Section 2 & 3) and advanced sick leave under this Section. Each faculty
26 member employed at 1.0 FTE is entitled to receive a sick-leave-with- pay advance as needed to
27 provide the difference between sick leave earned as of the onset of the qualifying event and 520
28 hours; faculty employed at less than 1.0 FTE are eligible to receive a sick-leave-with-pay
29 advance proportional to FTE to provide the difference between sick leave earned as of the onset
30 of the qualifying event and a prorate of 520 hours. As sick leave is earned, the amount shall
31 replace any sick leave advanced until all advanced time is replaced with earned time. No more
32 than a 520-hour sick leave advance is available during a seven-year period that begins with the
33 first sick leave advance. More than one sick leave advance is possible as long as the total
34 advance does not exceed 520 hours during a seven-year period.

35
36 Bargaining unit faculty members cannot receive an advance that extends beyond the end date of
37 their current appointment except upon written approval of the Office of the Provost.

38
39 Qualifying events for sick leave advance are limited to the employee's own health condition or
40 Parental Leave as described in Section 9 of this Article.

41
42 **Section 7.** A bargaining unit faculty member is entitled to transfer to the University of Oregon
43 with all unused sick leave earned with any Oregon public university, provided the break in
44 service prior to transfer does not exceed one month. A bargaining unit faculty member who
45 leaves employment with the university, and then is rehired before the end of the fiscal year of
46 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 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

1 Section 9 may take up to an additional 6 weeks of parental leave. The faculty member
2 may use any remaining paid leave under Paid Leave Oregon or accrued sick leave during
3 this time. Based on the timing of the birth, this paid leave may extend into a second term.
4

- 5 b. **Modified Duties Term.** A bargaining unit faculty member in a Tenure Related or Career
6 Related classification who is eligible for leave under Section 9 also has the option, within
7 six months after the birth or adoption of a child, to take up to one term of modified duties
8 at full pay status. Modified duties status provides full or partial release from classroom
9 and classroom-related teaching responsibilities at full pay following birth or adoption,
10 without using accrued or advanced sick leave. Any release from or reduction of teaching
11 responsibilities will follow Section 20 and does not mean that the faculty member will be
12 required to carry more than a normal load before or after the leave.
13

14 **Section 11.** The review clock stoppage for bargaining unit faculty members in the Tenure
15 Related classifications shall follow Article 20, Section 7.
16

17 **Vacation Leave**

18

19 **Section 12.** Vacation means absence from work permitting rest and recreation for a specified
20 period of time during which regular compensation continues. Bargaining unit faculty members
21 gain vacation privileges when employed at 0.50 FTE or more on a 12- month appointment.
22

23 **Section 13.** Eligible bargaining unit faculty members accrue vacation on a monthly basis,
24 beginning the first of the month following date of hire or on the first of the month if an
25 employee is hired the first working day of the month. Vacation accrues on the last day of the
26 month and is available for use the first day of the next month, subject to the restrictions in
27 Section 14 of this Article. Faculty members who have a 9-month appointment and are
28 subsequently appointed to a 12-month contract shall receive credit for the previous 9-month
29 appointment on a pro-rata basis.
30

31 Eligible bargaining unit faculty members with a 12-month, 1.0 FTE appointment accrue
32 15 hours of vacation leave per month; eligible bargaining unit faculty members on a 0.50 FTE or
33 more 12-month contract accrue vacation in proportion to their FTE.
34

35 **Section 14.** No employee may accrue in excess of 260 hours, and any accrued vacation leave in
36 excess of this cap will be forfeited.
37

38 **Section 15.** If an eligible bargaining unit faculty member transfers to the University of Oregon
39 from another unclassified position at an Oregon public university and remains eligible for
40 vacation accrual, they shall transfer all accrued vacation leave to the new position at the
41 university, unless the break in service exceeds 30 days.
42

43 **Section 16.** The accrual of vacation leave is reduced on a pro-rata basis for a period of leave
44 without pay, sabbatical leave and educational leave. Vacation leave is accrued during other
45 periods of paid leave.
46

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

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

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

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

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

Holidays and Paid Leave During Breaks

Section 21. Bargaining unit faculty members earn the following paid holidays and cannot be required to work on these holidays, except as necessary to maintain or operate critical facilities or operations. If a bargaining unit faculty member is required to work on a holiday for that reason, they may take an equivalent amount of time off with pay at a later date, as approved by the bargaining unit faculty member's supervisor:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Memorial Day

- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Day

Section 22. Bargaining unit faculty 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.

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

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

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

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

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

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

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

ARTICLE 34. CAREGIVING

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

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

Section 2. Caregiving Support

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

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

ARTICLE 35. JURY DUTY

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

ARTICLE 36. PROFESSIONAL DEVELOPMENT

Section 1. The University recognizes the importance of encouraging and supporting bargaining unit faculty members in professional development activities that enhance university instruction; scholarship, research and creative activities; and service that further the university's academic mission. Bargaining unit faculty members will have access to an accounting of their resources available for professional development.

Section 2. Professional Development Funds. University funding support for professional development activities includes the following:

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

Section 3. Use of Professional Development Funds. The use of professional development funds must comply with all university, school or college, and department or unit policies and guidelines, in addition to applicable laws, regulations, and other funding restrictions. When a bargaining unit faculty member is on an approved sabbatical leave, they may utilize professional development funds in order to maintain necessary activity on active projects. Use of professional development funds while on approved leave other than sabbatical will be considered on a case-by-case basis by the relevant Dean's Office (or equivalent), in consultation with the bargaining unit faculty member, to honor the scope and purpose of the leave.

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

Section 6. Additional Limitations. Academic Support Accounts are not available to augment salaries, including compensation in the summer or expenses that would be considered in support of typical departmental operations. The use of professional development funds, including ASA funds, by funding-contingent bargaining unit faculty members must comply with the terms and conditions of their sponsored project and all federal and state laws and regulations.

ARTICLE 37. ETHICS AND PROFESSIONAL RESPONSIBILITY

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

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

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

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

ARTICLE 38. CRIMINAL RECORDS CHECKS

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

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

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

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

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

Section 5. Confidentiality and Restricted Access to Records. Any information obtained in the criminal records check is confidential. Only those persons, as identified by the University, with a demonstrated and legitimate need to know the information, may have access to information resulting from the criminal records check. Files pertaining to background checks will be maintained by Human Resources.

1
2 **Section 6.** A bargaining unit member may be subject to discipline based on the results of a
3 criminal records check pursuant to Article 24 of this Agreement.
4

5 **Section 7. Appeals.** The University shall maintain a policy that allows a bargaining unit faculty
6 member to appeal an adverse determination.

ARTICLE 39. DRUG AND ALCOHOL TESTING

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

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

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

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

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

ARTICLE 40. ACCEPTABLE USE OF UNIVERSITY INFORMATION ASSETS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5
6 **Section 2.** All such rights, powers and authority are subject to the following limitations:
7

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

ARTICLE 43. TOTALITY OF AGREEMENT

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

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

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

1 **ARTICLE 44. SEVERABILITY**

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

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

1 **ARTICLE 45. NEGOTIATION OF SUCCESSOR AGREEMENT**
2

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

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

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

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

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

ARTICLE 46. DEFINITIONS

As used in this Agreement:

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

“Days” means calendar days.

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

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

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

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

SIGNATURES

For the University of Oregon:

John Karl Scholz

John Karl Scholz (Apr 14, 2025 17:09 PDT)

John Karl Scholz, President

Chris Long

Chris Long, Provost and Senior Vice President

Jamie Moffitt

Jamie Moffitt (Apr 15, 2025 10:13 PDT)

Jamie Moffitt, Senior Vice President for Finance and Administration & CFO

Hal Sadofsky

Hal Sadofsky, Executive Vice Provost for Academic Administration

Chris Meade

Chris Meade, Senior Director of Employee and Labor Relations

Ron Bramhall

Ron Bramhall, Associate Vice Provost for Academic Affairs

Bruce McGough

Bruce McGough (Apr 14, 2025 08:30 PDT)

Bruce McGough, Divisional Associate Dean and Professor of Economics

Angela Jimenez

Angela Jimenez (Apr 14, 2025 08:48 PDT)

Angela Jimenez, Director of Faculty Personnel and Policy

Jennifer Maynard

Jennifer Maynard, Employee and Labor Relations Coordinator

Dan Currier

Dan Currier (Apr 14, 2025 08:14 PDT)

Dan Currier, Associate Director of Employee and Labor Relations

For United Academics:

Nathan Whalen

Nathan Whalen (Apr 14, 2025 08:46 PDT)

Nathan Whalen, Lead Negotiator and Senior Instructor II, Romance Languages

Jake Searcy

Jake Searcy, Assistant Professor of Data Science

Dan Webb Howard

Dan Webb Howard (Apr 14, 2025 12:57 PDT)

Dan Webb Howard, Instructor, Business

Maram Epstein

Maram Epstein, Professor, East Asian Languages and Literatures

Keaton Miller

Keaton Miller, Associate Professor, Economics

Josh Razink

Josh Razink (Apr 14, 2025 10:59 PDT)

Josh Razink, Senior Research Assistant, CAMCOR

Deborah A Green

Deborah A Green (Apr 14, 2025 11:07 PDT)

Deborah A. Green, Greenberg Associate Professor of Hebrew Language and Literature, Religious Studies and Judaic Studies

Charlene Liu

Charlene Liu, Professor of Art

Heather Wolford

Heather Wolford (Apr 14, 2025 09:12 PDT)

Heather Wolford, Organizing Director, United Academics

Mike Urbancic

Michael Benjamin Urbancic (Apr 14, 2025 08:54 PDT)

Mike Urbancic, President and Senior Instructor II, Economics

APPENDIX 1: IMPLEMENTATION AGREEMENTS

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

Agreement 1: Unit-Level Policies. The parties agree that the Office of the Provost shall require the following unit-level policies to be revised through the process specified in Article 4 in order to be submitted to the Office of the Provost by April 15, 2026. Such revisions should be developed with attention to the policy development guidelines in Appendix 2 and the relevant Article(s) of the Agreement:

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

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

Agreement 2: Career Teaching Professor Transition. To better reflect, distinguish, and recognize the unique contribution that Career instructional bargaining unit faculty members bring to their students, classrooms, university, and beyond, the parties agree as follows:

- a. Effective July 1, 2025 (12-month) and no later than September 16, 2025 (9-month) all bargaining unit faculty members in the Career Instructor and Career Lecturer classification and categories will be recategorized into the Teaching Professor category at their equivalent rank (e.g., Instructor to Assistant Teaching Professor, Senior Instructor I to Associate Teaching Professor, and Senior Instructor II to Teaching Professor) or, where applicable, the equivalent of their newly awarded promoted rank.
- b. Effective July 1, 2025, Article 15 Classification and Rank in the agreement between the parties shall be modified as follows:

- i. Article 15, Section 3, subsection d, shall be revised to read in full as follows:

TEACHING PROFESSOR: This category can only be used in the Career or Retired classification. Primary duties are in the area of instruction. Teaching professor duties may include advising and mentoring responsibilities as well as possibility of involvement in design and development of courses and the curriculum. Ranks in this category in ascending order are assistant teaching

1 professor, associate teaching professor, and teaching professor.

2
3 ii. Article 15, Section 3, subsection e, shall be revised to read in full as follows:

4
5 INSTRUCTOR: This category can only be used in the Visiting, Pro Tem, or
6 Retired classifications. Primary duties are in the area of undergraduate instruction.
7 The only rank in this category is instructor.

8
9 iii. Article 15, Section 3, subsection f, shall be revised to read in full as follows:

10
11 LECTURER: This category can only be used in the Visiting, Pro Tem, or Retired
12 classifications. Primary duties are in the area of graduate instruction and
13 education. The duties may also include some undergraduate instruction and
14 mentoring and advising responsibilities, as well as the possibility of involvement
15 in design and development of courses and the curriculum. Appointments in the
16 Lecturer category require the terminal degree (or its professional equivalent)
17 relevant to the appointment, but holding a terminal degree does not by itself
18 entitle a bargaining unit faculty member to appointment in the Lecturer category.
19 The only rank in this category is lecturer.

20
21 Status of or concerns about implementation of the agreements above or other commitments made
22 in the body of the parties' successor agreement shall be first discussed in Joint Labor
23 Management Committee.

APPENDIX 2: UNIT POLICY DEVELOPMENT GUIDELINES

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

Merit Review Policies:

Every unit will have a policy for distributing merit pool money to bargaining unit faculty members who meet expectations for teaching; research, scholarship, and creative activities; and service, in accordance with the unit's Article 17 professional responsibilities policy and individual faculty member's assigned duties. Criteria for merit reviews are those outlined in a department's or unit's review and promotion policies. Policies should describe how individual merit increases are determined among faculty who meet expectations for merit raises. Merit distributions should be given as a percentage of base salary, irrespective of FTE in any given review period, and not as a flat dollar amount.

Professional Responsibilities Policies:

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

For non-instructional classifications and where Tenure-related, Career, or Limited Duration faculty are not aligned with the unit-level 1.0 FTE workload expectations, specific job descriptions should be developed to address the particular workload of the bargaining unit faculty member. Instructional faculty workloads will, in general, address the following:

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

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

- a. New course preparations
- b. Balance of workload components based on faculty review, promotion and tenure, professional development expectations and agenda for research, scholarship, and creative activity

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

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

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

Reviews, Tenure, and Promotion: Each department's or unit's tenure-track and tenured review criteria are intended to be consistent with those of other major research universities and shall include expectations, including the proportional weights, for each of the following, as defined by each department or unit:

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

Contributions to diversity, equity, and inclusion should be taken into account, as appropriate.

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

Post-Tenure Reviews: Unit-level criteria must be consistent with Article 20, Section 39.

- *Third-year Post-Tenure Reviews* must include a determination if the faculty member meets or does not meet expectations in their assigned duties. In general, an associate professor meets in a third-year review if they are on track for a successful promotion to full professor. In general, a full professor will meet expectations in a third-year review if they are on track to meet expectations in their next sixth-year major review.

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

Criteria for post-tenure reviews must recognize that the focus of a faculty member's professional activities may shift over time. As tenured full professors move through their careers, however, some may redirect their energies. Some may wish, for example, to devote proportionately more time to research, teaching, advising, administration, and University service than they did as assistant or associate professors. If that is the case and if the desired shift in balance is consistent with the department's, unit's, and college's needs, a balance of activities not specified in the standard workload of the department or unit may be established by a written agreement between the faculty member and the department and approved by the appropriate dean and the Office of the Provost, as provided for in Article 17. Consequently, expectations and goals for individual faculty members may be changed to reflect the resulting balance of activities.

Review and Promotion (Career and Limited Duration):

The faculty in each department or unit that employs Career and Limited Duration faculty will maintain written procedures and criteria for the review of Career and Limited Duration faculty, which must comport with Article 19 and the general guidelines below. Should a Career or Limited Duration faculty member choose not to engage in service work outside of their appointment period, their reviews will not be negatively impacted.

Contributions to diversity, equity, and inclusion should be taken into account, as appropriate. These contributions may be in the areas of research, teaching, and service activities, as appropriate given the faculty member's job duties. Each candidate for promotion and continuous employment reviews should be evaluated on their own merits.

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

- To the extent applicable, in evaluating the performance of teaching, reviews must consider at minimum information from Student Experience Surveys, peer review(s), and the faculty member's Instructor Reflection surveys and/or teaching statements for the review window. For instructional Career faculty, student experience surveys will be offered for all courses with five or more students, which will be considered in light of the response rate. Instructional Career faculty are expected to undergo at least one peer review of teaching per review window. The department or unit will establish a time frame for notification to the Career faculty member before a peer review is conducted.
- To the extent applicable, Career instructional faculty will be reviewed based on their service. Service is defined in unit level rules and may include activities performed for the unit, University, field, and community.
- To the extent applicable, Librarians will be reviewed for demonstrated achievement in their professional roles in the Library.
- To the extent applicable, in evaluating the performance of required professional development activities, the review will consider the availability of professional

development funds, opportunities for professional development, and the Career instructional faculty member's efforts to secure funding (if applicable).

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

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

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

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

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

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

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

Research Career Promotion and Continuous Employment Reviews: Criteria for promotion and continuous employment reviews should reflect the general expectations appropriate to each category and rank employed by the department or unit, which should be consistent with the department or units' professional responsibilities policy and must allow for differentiation based on the particular duties and position descriptions of review candidates. Position specific criteria will be based on the most important professional responsibilities as described in a faculty member's position description to accommodate a wide range of research activities and expectations. Evaluations of research faculty funded by sponsored projects will also reflect the activities that they have been funded to do.

Summer Session Policies:

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

Professional Development Policies:

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

Internal Governance Policies:

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

- a. The participation must be appropriate. Appropriate participation includes, but is not limited to, departmental activities such as unit meetings, voting, and committee membership. There must be documented and legitimate structural, pedagogical, or

1 programmatic reasons for determining that a class of faculty (TTF or Career), a particular
2 classification, a particular rank, or a particular FTE level should not participate in a
3 particular aspect of governance.
4

- 5 b. When participation is appropriate, it must also be equitable. Equitable participation
6 requires a level of parity that allows TTF and Career faculty in a department or unit to
7 have a meaningful role in governance. Equitable participation does not mean that
8 governance roles for every faculty member must be exactly the same or that there must
9 be absolute proportionality in governance for all faculty classifications and ranks.

- 10
11 c. Career faculty whose teaching is primarily at the undergraduate level (e.g. instructors)
12 may participate and vote on undergraduate curricular matters. Career faculty whose
13 teaching is primarily at the graduate level (e.g. lecturers) may participate and vote on
14 graduate curricular matters. Career faculty whose teaching is routinely at both levels, may
15 participate and vote at both levels.

APPENDIX 3: TENURE REVIEW FILE CHECKLIST

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

- Promotion and tenure checklist
- Voting summary
- Criteria for tenure and promotion
- Dean's evaluation and recommendation
- School- or college-level personnel committee recommendation, where applicable
- Department or unit head's evaluation and recommendation
- Department committee recommendation
- Letters of evaluation section, including:
 - A single copy of each letter used to solicit an external review
 - A list of the materials sent to the external reviewers
 - A brief biographical sketch of each reviewer, including indication of any relationship with the candidate and whether the reviewer was suggested by the candidate
 - The external letters evaluating the candidate's materials
 - Documentation of declinations to review (typically copies of email notifications)
 - Any solicited internal letters of evaluation
- Curriculum vitae (signed and dated by the candidate), as seen by the external reviewers. Updates may be provided by the candidate in the form of a list of specific changes rather than as a full additional curriculum vitae
- Personal statement, which includes a discussion of contributions, as appropriate, to diversity, equity, and inclusion (signed and dated by the candidate), as seen by the external reviewers
- Statement of waiver, partial waiver, or non-waiver (signed and dated by the candidate) (see Article 8, Personnel Files)
- A statement of duties and responsibilities that specifies any unique or unusual expectations associated with the faculty member's appointment
- Conditions of appointment, including a copy of the current notice of appointment and any memoranda in the case of joint or multiple appointments
- Teaching evaluations, including:
 - UO checklist for the evaluation of teaching
 - List of all courses taught, including term, enrollment, and instructor and department mean scores for required questions drawn from the system of student evaluation of teaching that was in effect prior to Fall 2019; summary information drawn from the Student Experience Surveys that were effective as of Fall 2019
 - List of any/all teaching awards, including awards from the department, school or college, university, and external sources
 - List of all supervised dissertations, theses, and undergraduate honors papers
 - Sample course evaluation questions
 - Statistical summary page for each course taught, drawn from the system of student evaluation of teaching that was in effect prior to Fall 2019 and summary information drawn from the Student Experience Surveys that were effective as of Fall 2019, which will be considered in light of the response rate.
 - Peer evaluations of teaching: A minimum of three such evaluations is required.

1 These should be aligned with the university-wide teaching standards as
2 established by the University Senate.

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

APPENDIX 4: UNIVERISTY DISTINGUISHED TEACHING PROFESSOR PROGRAM

Section 1. Program Sunset. Appendix 4: University Distinguished Teaching Professor will be sunset on June 30, 2025 and be deleted in its entirety from the Agreement. Current and previous program participants will continue to hold the Teaching Professor category and rank, along with program benefits for their program duration consistent with Section 4.

Section 2. Title, eligibility, and appointment process. Excellent teaching is fundamental to the mission of the university. In support of that mission, the university will create a Teaching Professor title to be conferred upon a select number of highly qualified teachers chosen through a process of nomination and self-nomination. Qualified faculty are Career faculty at the rank of Senior Instructor II or Senior Lecturer II who can demonstrate excellence in teaching through their previous evaluations, relevant awards and accomplishments, and application materials. The number of appointments provided each year will be determined by the Office of the Provost based on the institution's financial capacity and operational needs.

Section 3. Selection. The Office of the Provost will convene a Teaching Professor Selection Committee consisting of five members chosen by the Office of the Provost from the Provost's Teaching Academy and/or Teaching Professors, and ex officio members from the Office of the Provost (e.g., Teaching Engagement Program and/or Academic Affairs). The committee will include at least three faculty members with current teaching responsibilities. The purpose of the selection process is to ensure that candidates have achieved and can be expected to maintain an exceptional record of teaching and contributions to the university's instructional mission. At the conclusion of their work the Teaching Professor Review Committee will rank and make a written recommendation to the Provost for each of the individual candidates. The Provost will decide the selection from among the candidates for the program and grant those selected the category and rank of Teaching Professor. Candidates not selected by the Provost may nominate or self-nominate in future years.

Section 4. Duration. University Distinguished Teaching Professor program participation generally lasts for three academic years following appointment. During the three academic years associated with the program, appointees will be provided with a reallocation of effort from teaching to the leadership projects described below. This reallocation will be determined on a case by cases basis but is generally equivalent to two course releases and a \$3,000 stipend.

Section 5. Title. After completion of the University Distinguished Teaching Professor program the Teaching Professor category and University Distinguished Teaching Professor title will remain in place for the duration of the appointee's employment with the university.

Section 6. Duties. During the course of the program (Section 3) these benefits are provided in order to allow the faculty member to pursue significant teaching projects or grants that will have a transformative impact on undergraduate and graduate teaching practices; foster inclusiveness excellence in the curriculum; and collaborate on programmatic and curricular innovation. Specific projects may be assigned by the Office of the Provost in consultation with the faculty member.

1 **Section 7. TEP Support.** The Teaching Engagement Program in the Office of the Provost will
2 provide support to assist University Distinguished Teaching Professors with their projects.
3 Through this affiliation, University Distinguished Teaching Professors will participate in a
4 variety of activities across the campus that promote teaching excellence.

5
6 **Section 8.** University Distinguished Teaching Professors serve at the discretion of the Provost.

APPENDIX 5: AGREEMENT ON THE AMERICAN ENGLISH INSTITUTE

This Appendix sunsets June 30, 2025, coinciding with the closure of the American English Institute. The sunset of this Appendix in no way impacts Article 25 recall rights for impacted bargaining unit faculty members.

Principles:

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

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

Proposal:

1. Core Faculty.

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

background such as a Ph.D. or specialized training), rank (including Affiliate status explained below), past performance for AEI, and years of teaching experience.

2. AEI Instructor Pool.

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

3. Affiliate Faculty.

Affiliate Faculty: “Affiliate Faculty” are faculty who were placed in the AEI instructor pool at the time of transition in 2021 and have all the rights pursuant to the Pro Tem faculty classification under the CBA as well as any other rights under this agreement. Affiliate Faculty are eligible to participate in internal hiring processes while they are in the AEI Instructor pool. Affiliate Faculty will be compensated at the same salary rate as when they were employed as Career faculty for AEI, plus any raises applicable to Pro Tem faculty negotiated while they are in the AEI Instructor Pool.