

COLLECTIVE BARGAINING AGREEMENT

between

THE UNIVERSITY OF OREGON

and

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

JULY 1, 2015 THROUGH JUNE 30, 2018

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5 **PREAMBLE**
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7 This Agreement, entered into as of the date of ratification, is between the University of
8 Oregon and United Academics, American Association of University Professors -
9 American Federation of Teachers, AFL-CIO.
10

11 The University of Oregon (referred to throughout as the University) is the institution of
12 higher education, composed of faculty, students and staff, which employs the University
13 of Oregon faculty. The University is represented by designees of the President, who is
14 charged by law with the responsibility to manage and administer the affairs of the
15 institution.
16

17 United Academics (referred to throughout as the Union) is composed of the faculty of the
18 University of Oregon (except those excluded by law or agreement). United Academics is,
19 by law, the exclusive representative of the bargaining unit faculty members for purposes of
20 negotiating the terms and conditions of their employment with the University of Oregon.
21

22 The intent and purpose of this Agreement is to establish the working conditions of the
23 bargaining unit faculty members, to further bargaining unit faculty members' pursuit of
24 excellence and innovation in education, research, and service at the University of Oregon
25 and to ensure the success and academic excellence of the University.
26

27 The parties recognize that good faith collective bargaining is a means of achieving this
28 purpose and that such collaboration will contribute to the interests of the University of
29 Oregon.
30

31 **ARTICLE 1. RECOGNITION**
32

33 Pursuant to the memorandum of understanding entered into by the parties on April 24,
34 2012, the certification by the Oregon Employment Relations Board dated April 27, 2012,
35 and subsequent agreements, the University recognizes the Union as the sole and exclusive
36 representative of all members of the bargaining unit described as: all full-time and part-
37 time research and instructional faculty employed by the University of Oregon, which
38 includes tenure-related faculty, non-tenure-track faculty, adjunct faculty, post-retired or
39 emeritus faculty, library faculty, and officers of research, including research assistants,
40 research associates, and postdoctoral scholars, but excluding (1) all supervisors, including
41 but not limited to the President, the Provost, Vice Presidents, Vice Provosts, Associate
42 Vice Provosts, Assistant Vice Provosts, Deans, Associate Deans, Assistant Deans and
43 Department Heads; (2) all Law School faculty; (3) all EC Cares faculty; and (4) all
44 confidential employees.
45

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

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4 **ARTICLE 2. CONSULTATION**
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6 **Section 1.** The Union and the President of the University or his or her designee agree to
7 meet at the request of either party to discuss matters pertinent to the implementation or
8 administration of this Agreement, or other mutually acceptable matters. The parties shall
9 meet within 10 business days of receipt of a written request for a meeting. The request
10 shall contain an agenda of items to be discussed.
11

12 **Section 2.** The parties understand and agree that such meetings shall not constitute or be
13 used for the purpose of contract negotiations. Neither shall such meetings be used in lieu
14 of the grievance procedures provided for in Article 22, Grievance Procedure.
15

16 **Section 3.** Any agreement by the parties under this Article shall be reduced to writing
17 and signed by the parties within 10 days of the meeting.
18

19 **ARTICLE 3. SHARED GOVERNANCE**
20

21 **Preamble**

22 Oregon state law and the University of Oregon's original Charter, as well as long-
23 established practice, recognize the vital role of shared governance among the university's
24 governing board, president, and faculty, as a guarantee of the freedom to teach and engage
25 in research, creative activity, and scholarship upon which excellence in higher education
26 depends. In that regard, it is mutually desirable that the collegial system of governance be
27 maintained and strengthened so that the role of the faculty will be similarly maintained
28 and strengthened independent of collective bargaining.
29

30 **Section 1.** The parties agree that it is desirable that the faculty have primary authority
31 over choice of method of instruction; subject matter to be taught; academic standards for
32 admitting students; and standards of student competence in a discipline. The University
33 affirms that in these areas the power of supervision, review, and final decision lodged in
34 the Board of Trustees of the University of Oregon will depart from the faculty judgment
35 on these matters only in rare instances and for compelling reasons communicated to the
36 faculty.
37

38 **Section 2.** The parties agree that the faculty of each department or unit should have the
39 opportunity to participate in the system of shared governance of that department or unit,
40 according to policies initially developed and recommended by the faculty in accordance
41 with Article 4 of this Agreement
42

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

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4 **Section 4.** The purpose of this Article is for the parties to affirm their commitment to
5 shared governance; as such, violations of this Article are neither grievable nor arbitrable.
6 If the Union perceives a violation of this Article, it may invoke its right to consult with the
7 President under Article 2 of this Agreement.
8

9 **ARTICLE 4. INTERNAL GOVERNANCE POLICIES**

10
11 **Section 1.** Each department and unit will develop a written policy delineating its procedures for
12 the internal governance of the department or unit. All faculty in each department or unit shall
13 have the opportunity to participate in the development of that department or unit's internal
14 governance policy. At the outset of its formulation of such policy, the faculty will first
15 consider any input provided by the appropriate department or unit head, dean, vice
16 president, Provost, or designee. The faculty will submit their recommended policy to the
17 appropriate dean, vice president, or designee for review. The dean, vice president, or
18 designee will provide a written explanation to all faculty members and, upon request of
19 faculty, meet with the unit faculty to discuss any alterations he or she makes to the
20 recommended policy before submission to the Provost or designee. The Provost or
21 designee will have final authority to establish policy for each department or unit.
22

23 **Section 2.** The department or unit head, dean, vice president, Provost or designee may call
24 for changes to the established governance policy of a department or unit by informing the
25 unit faculty of the change being considered, thereby initiating the unit's process for policy
26 revision. Unit faculty members, either through a governance committee or at a regular
27 faculty meeting, may call for changes to established internal governance policy by
28 notifying the faculty, or department or unit head, of a change to be considered, thereby
29 initiating the process for policy review and possible revision.
30

31 **Section 3.** Policies for internal governance must include provisions for appropriate
32 documentation of decisions and for the appropriate and equitable participation of both
33 faculty in the Tenure Track and Tenured Professor classification and Career NTTF in
34 governance and the development of departmental or unit policies.
35

- 36 (a) The participation must be appropriate. Appropriate participation includes, but is not
37 limited to, departmental activities such as unit meetings, voting, and committee
38 membership. There must be documented and legitimate structural, pedagogical, or
39 programmatic reasons for determining that a class of faculty (TTF or Career NTTF), a
40 particular classification, a particular rank, or a particular FTE level should not
41 participate in a particular aspect of governance.
42
43 (b) When participation is appropriate, it must also be equitable. Equitable participation
44 requires a level of parity that allows TTF and Career NTTF in a department or unit to
45 have a meaningful role in governance. Equitable participation does not mean that
46 governance roles for every faculty member must be exactly the same or that there
47 must be absolute proportionality in governance for all faculty classifications and
48 ranks.
49

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

ARTICLE 5. ACADEMIC FREEDOM, FREE SPEECH AND FACULTY RESPONSIBILITY

Preamble.

As stated in the 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 his or her 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 his or her 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;

- 1
2 (c) Respect the integrity of the evaluation process, evaluating students, staff, and
3 colleagues fairly according to the criteria and procedures specified in the
4 evaluation process;
5
6 (d) Represent oneself as speaking for the university only when authorized to do so as
7 part of one's position or professional responsibilities; and
8
9 (e) Participate, as appropriate, in the system of shared academic governance,
10 especially at the department or unit level, and seek to contribute to the academic
11 functioning of the bargaining unit faculty member's academic unit (program,
12 department, school, or college) and the university.
13

14 **Section 3.** All bargaining unit faculty members are guaranteed the protections of freedom
15 of speech, as derived from the First Amendment of the Constitution of the United States of
16 America and Section 8 of the Article I of the Constitution of the State of Oregon.
17 When faculty members speak or write as members of the public, they should make every
18 effort to indicate that they are not speaking for the university. They may identify their
19 university affiliation so long as no university sponsorship or endorsement is stated or
20 implied.
21

22 The University encourages and supports open, vigorous, and challenging debate across
23 the full spectrum of human issues as they present themselves to the university
24 community. The University protects free speech through Policy No. 01.00.16 (see
25 Appendix I) and all bargaining unit faculty members have the protections derived from
26 that policy.
27

28 **ARTICLE 6. POLICIES AND PRACTICES**

29

30 **Section 1.** Bargaining unit faculty members and the University shall comply with all duly
31 adopted administrative rules, policies and procedures of the University's governing
32 board, and the University, and with all published unit- level policies.
33

34 Any ambiguity between published unit-level policies and duly adopted policies and
35 procedures of the University's governing board and/or the University, shall be resolved
36 in favor of the duly adopted policies.
37

38 Any ambiguity between duly adopted policies and procedures of the University's
39 governing board and/or the University and Articles of this Agreement shall be resolved
40 in favor of such Articles.
41

42 **Section 2.** The parties will be bound by practices in effect prior to the effective date of
43 this Agreement, provided that those practices are (1) well-established; (2) concern terms
44 and conditions of employment; (3) significantly affect bargaining unit faculty members;
45 and (4) are consistent with this Agreement and the duly adopted administrative rules,
46 policies, and procedures referenced in Section 1.
47

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

ARTICLE 7. FACULTY HANDBOOK

Section 1. The University shall maintain a Faculty Handbook which shall be complete, up-to-date, and accessible to all bargaining unit faculty members as an online resource available on the Academic Affairs website. A hardcopy of the Faculty Handbook as posted on the website shall be made available to bargaining unit faculty members in the Office of Academic Affairs and also available for electronic download at the beginning of each academic year.

Section 2. The Faculty Handbook shall be a compendium of issues relating to working conditions for faculty at the university with appropriate resources and links to relevant information.

Section 3. The Academic Affairs website content associated with the Faculty Handbook will be modified consistent with related policy changes as needed.

Section 4. The Academic Affairs Faculty Handbook shall contain a link to the UO Policy Library.

Section 5. The Academic Affairs website, including the Faculty Handbook, will be archived electronically on an annual basis and will be publicly available.

ARTICLE 8. PERSONNEL FILES

The purpose of this Article is to specify the means of implementation of ORS 351.065.

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 his or her three evaluative files upon reasonable request during normal operating hours and may be accompanied at the location of the file by a representative of his or her own choice.

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

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

Section 3. A bargaining unit faculty member shall have the right to inspect of each of his or her personnel records, including records kept by Affirmative Action, upon reasonable request during normal operating hours and may be accompanied at the location of the record by a representative of his or her own choice.

A bargaining unit faculty member shall have the right to receive a copy of each of his or her personnel records, including records kept by Affirmative Action, which has probable or

potential relevance to an active grievance. For requests pursuant to this provision, 2.5 hours of the highest compensated chargeable staff time related to the production of these documents will be waived. All records requests related to a single grievance will be combined for purposes of the fee waiver.

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

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

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

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

ARTICLE 9. UNION RIGHTS

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

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

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

Section 3. The Union shall have the right to separate space on existing bulletin boards in each department or unit where bargaining unit members are employed, but the University

1 may remove or relocate such bulletin boards in its sole and absolute discretion.

2
3 **Section 4.** The Union shall have the right to a list of information for all members of the
4 bargaining unit delivered on the first day of the month at no cost to the Union and in a
5 mutually agreeable format. The list shall include the following information:

- 6
7
 - Employee name on record with Human Resources
 - 8 • University ID number
 - 9 • University email address
 - 10 • Campus zip code
 - 11 • Home address
 - 12 • Employee Classification
 - 13 • Employee rank code and rank description
 - 14 • Employee job title
 - 15 • Primary Unit
 - 16 • First date of university employment
 - 17 • Start date of current appointment
 - 18 • Last day of current appointment
 - 19 • Job type (Primary, Secondary, Overload)
 - 20 • Contract Length (9 or 12 month)
 - 21 • Job Status (Leave or Active)
 - 22 • Salary
 - 23 • FTE
 - 24 • Percentage of each appointment, if available
 - 25 • Campus office address, if available

26
27 **Section 5.** The Union shall have the right to an annual report of all promotion and tenure
28 decisions concerning bargaining unit faculty members made by the Provost or designee
29 during the preceding academic year no later than the following September 1.

30
31 **Section 6.** The Union shall have the right to make a presentation, if presentations are
32 made at, and distribute information at orientations that include new bargaining unit
33 faculty members. The presentation shall be for the purpose of introducing attendees to
34 Union and its role in representing bargaining unit faculty members, and will not be used
35 for discussion of labor/management issues or disputes.

36
37 **Section 7.** The Union shall have the right to information and data necessary to administer
38 this Agreement upon the payment of the actual cost of producing the information.
39 Information and data shall be made available in electronic form whenever possible.

40 41 **ARTICLE 10. DUES DEDUCTION**

42
43 **Section 1.** Upon written request on a form provided by the Union and approved by the
44 University, the Union may authorize the University to deduct regular dues once per
45 month from the paycheck of Union members. The amount to be deducted will be certified
46 by the Union's Treasurer.
47

1 An authorization shall remain valid until written notice of cancellation is provided by the
2 Union or until the employee is no longer a bargaining unit member, whichever occurs first.
3 The Union shall promptly forward to the University notice of cancellations of a dues
4 deduction authorization. Cancellation notices given by the member directly to the
5 University are invalid unless the member has ceased to be bargaining unit member.
6

7 Members of the Union who, for any reason, have a break in employment status with the
8 university shall be considered members of the Union on their reinstatement to a
9 bargaining unit position with the university, and shall have their dues deducted as
10 members of the Union.
11

12 **Section 2.** The University agrees to deduct fair share fees monthly from the paychecks of
13 those employees who have not authorized dues deduction per Section 1. The amount to
14 be deducted will be certified by the Union's Treasurer. Members of the bargaining unit
15 who have paid fair share fees in lieu of dues shall have the right to request in writing a
16 copy of the Union's policies and procedures regarding fair share fees, including
17 information on possible rebates in accordance with law.
18

19 **Section 3.** The Union and the University agree to safeguard the rights of non-association
20 of employees, based on bona fide religious tenets or teachings of a church or religious
21 body of which such employees are members. Religious objectors shall pay an amount of
22 money equivalent to regular union dues to a nonreligious charity, or to another charitable
23 organization mutually agreed upon by the employee and the Union, in accordance with
24 the applicable procedures in ORS 243.666. Such employees shall furnish written proof to
25 the Union and the University that this has been done.
26

27 **Section 4.** The Union will send a notice to the University establishing both the
28 "Members" dues rate and the "Fair Share" fee rate. The Union will notify the University
29 at least 60 calendar days in advance of any changes to these rates.
30

31 **Section 5.** Upon written request from a bargaining unit faculty member on a form
32 provided by the Union and approved by the University, the bargaining unit faculty
33 member may have Political Action contributions deducted from their paycheck.
34

35 An authorization to deduct Political Action contributions shall remain valid until the
36 bargaining unit faculty member gives written notice to the University canceling the
37 authorization or until the member separates from university employment. The bargaining
38 unit faculty member shall also provide a copy of any cancellation notice to the Union.
39 Members of the Union who, for any reason, have a break in employment status with the
40 university and who are reinstated to a bargaining unit position may renew their
41 authorization to have Political Action contributions deducted from their paychecks by
42 submitting the appropriate form.
43

44 **Section 6.** The University will send payment to the Union for the total amount deducted
45 with a list identifying the members for whom the deductions are made, the type of
46 deduction, and the amount deducted within 10 working days of the deduction being
47 made.
48

49 **Section 7.** 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 8. 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 2.5 annualized FTE of release time each academic year. For purposes of this section, course releases will equate to 0.1 FTE. Such release time may be used for the purposes of conducting union business, including, but not limited to, contract administration, grievances, and participation in the governance of the Union's state and national affiliates. No more than one bargaining unit faculty member may be released for this purpose from any department or unit at one time unless approved in writing by the Provost or designee, which approval shall not be unreasonably withheld.

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

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

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

ARTICLE 12. FACILITIES and SUPPORT

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

Section 2. The University shall provide Officers of Instruction with a university email address, a mailbox, access to a telephone number and voicemail, reasonable office space and desk space, and reasonable access to a telephone, a computer, storage space in an office or similar location that locks, a printer, a copier, private space for meeting with students (which need not be dedicated for this purpose), and access to electronic course management systems such as Blackboard. 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, he or she will remand to the University to find an alternative that meets the standard of this section. The arbitrator cannot order that the University's physical space be used in any particular way, or that a bargaining unit faculty member be provided with any particular space.

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

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

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

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

1 preferences for or concerns about specific classrooms before assignments are made.

2
3 (d) Bargaining unit faculty members will be provided with classroom space sufficient
4 to seat the maximum enrollment established at the time the course is opened for
5 student registration.

6
7 (e) Assigned classrooms will have the technology identified as necessary by the
8 bargaining unit member and approved by the university at the time the course is
9 opened for student registration. Reasonable technological support will be made
10 available to all faculty.

11
12 (f) The University may change a classroom assignment if a classroom is determined to
13 be inaccessible for a student or employee. A bargaining unit faculty member should
14 notify the Office of the Registrar as soon as he or she identifies a barrier to the
15 access of a student or employee to or within a classroom. The University will
16 comply with all applicable laws regarding disabilities and access for bargaining unit
17 faculty members.

18
19 **Section 6.** All bargaining unit faculty members shall be assigned, and shall be expected to
20 use for university purposes, a University of Oregon email account, a Duckweb account, and
21 a DuckID at least 15 days before the employment start date or as soon as practicable.
22 Bargaining unit members shall follow university procedures and provide requested
23 information in order to obtain such services.

24
25 All bargaining unit faculty members not terminated for cause and who have complied with terms
26 of this Agreement and all policies applicable to the use of university email shall be provided access
27 to a University of Oregon email account, a Duckweb account, and university courseware for at
28 least two terms after the end of their employment. The former bargaining unit faculty
29 member must continue to comply with the terms of this Agreement and all policies
30 applicable to the use of university information assets.

31
32 **Section 7.** The University shall comply with all laws regarding accessibility of web- based
33 communications. The University shall furnish appropriate aids and services to bargaining
34 unit faculty members with disabilities as required by law. In determining what type of
35 auxiliary aid and service is necessary, the University shall be responsive to the requests of
36 the bargaining unit faculty member with disabilities.

37 38 **ARTICLE 13. HEALTH and SAFETY**

39
40 **Preamble.** The University of Oregon is noted for its strong tradition of collegiality and
41 support for all members of the institution. Hostile, intimidating, or abusive behavior
42 damages the strong sense of community so valued at UO. We should all work to ensure
43 that each member of our community benefits from a respectful and inclusive working and
44 learning environment. We expect that everyone will make a conscious effort to model the
45 behavior necessary to create an inclusive and respectful climate for all.

46
47 **Section 1.** Bargaining unit faculty members have the right to work in a safe and healthy
48 workplace that meets the safety and health requirements of the Oregon Safe Employment

1 Act and is an environment that is not hostile, intimidating, or abusive. Bargaining unit
2 faculty members shall not be required to work under conditions that violate applicable
3 safety or health laws or regulations.
4

5 (a) A bargaining unit faculty member may report a condition that he or she believes
6 does not comply with applicable safety or health laws. The University will assess
7 the report.
8

9 (b) Upon conclusion of the assessment, the University shall inform the bargaining
10 unit member (in writing if the report was made in writing) of the conclusion and
11 what, if any, action is being taken.
12

13 **Section 2.** Bargaining unit faculty members will attend all required training on workplace
14 health and safety offered by the University. Bargaining unit faculty members will be paid
15 for attendance at required trainings.
16

17 Upon reasonable request, a bargaining unit faculty member will be provided instruction
18 on how to safely operate equipment provided by the University for use by the bargaining
19 unit faculty member in the performance of his or her duties.
20

21 **Section 3.** The Union may appoint two representatives to the Safety Advisory
22 Committee.
23

24 **Section 4.** The University will develop a comprehensive written workplace violence
25 prevention policy. The Union will have an opportunity to fully participate in the
26 development of the policy.
27

28 At a minimum, the policy will address avoiding workplace violence, verbal and
29 nonverbal threats, and similar actions, and will provide a procedure for the prompt
30 reporting of incidents.
31

32 The policy will be developed and submitted to the Provost or designee. The Provost or
33 designee will have final authority to establish the policy. If the Provost or designee
34 materially alters the recommended policy, he or she will provide a written explanation
35 for the change(s) to the Union.
36

37 The workplace violence prevention policy will be posted on the Human Resources
38 website.
39

40 **Section 5.** No bargaining unit faculty member will be subject to discrimination, discipline,
41 or termination for reporting that he or she has experienced workplace violence or the threat
42 of workplace violence.
43
44

45 **ARTICLE 14. NON-DISCRIMINATION**

46

47 **Section 1.** The University affirms its dedication to the principles of equal opportunity and
48 freedom from unlawful discrimination; as such, the University will not discriminate on
49 account of any of the protected categories under current federal, state, or local law,

1 including the following: race, creed, color, sex, religion, national origin, ancestry,
2 marital status, domestic partnership status, familial status, age, disability, veteran status,
3 sexual orientation, gender identity or expression, or membership or non-membership in
4 or activity on behalf of or in opposition to the Union. Unlawful discrimination includes
5 unlawful sexual harassment.

6
7 The University affirms its obligations as a federal contractor with regard to affirmative
8 action.

9
10 **Section 2.** The University will offer all bargaining unit faculty members training
11 regarding unlawful discrimination. A bargaining unit faculty member shall complete
12 any training regarding unlawful discrimination that is required by the University.
13 Bargaining unit faculty members will ordinarily be required to complete training
14 regarding unlawful discrimination no more frequently than once every five years.

15
16 **Section 3.** Neither the University nor the Union shall unlawfully discriminate against,
17 intimidate, restrain, coerce, or interfere with any bargaining unit faculty member because
18 of, or with respect to, his or her lawful union activities, including participation in a
19 grievance, or membership, or the right to refrain from such activities or membership. In
20 addition, there shall be no discrimination against any bargaining unit member in the
21 application of the terms of this Agreement because of membership or non-membership in
22 the Union.

23 24 **ARTICLE 15. ACADEMIC CLASSIFICATION AND RANK**

25
26 **Section 1.** The University shall assign each bargaining unit faculty member the
27 classification, category, and rank that most closely reflect the duties described in his or her
28 contract and job description.

29 30 **Section 2. Classification**

31
32 The following are the classifications that apply to faculty bargaining unit positions. A
33 classification identifies the type of position.

- 34
- 35 (a) **TENURE-TRACK AND TENURED:** A paid position wherein an individual is
36 designated by the University in writing as eligible for tenure or has been granted
37 tenure in writing by the Provost.
 - 38
 - 39 (b) **ACTING:** A tenure-track paid position for individuals intended by the University to
40 become tenure-track assistant professors but who have yet to complete the terminal
41 degree.
 - 42
 - 43 (c) **CAREER:** A non-tenure track paid position that is ongoing.
 - 44
 - 45 (d) **VISITING:** A non-tenure track paid temporary appointment of limited duration (up
46 to two years) for (1) an individual who holds a like, similar, or relevant appointment
47 at another institution or (2) pursuant to norms of the specific discipline, an
48 individual who has recently obtained a terminal degree and is seeking further
49 professional experience prior to seeking a professorship.

- 1
2 (e) PRO TEMPORE: A non-tenure track paid appointment that is intermittent or of
3 limited duration except as provided in Article 16, Section 13.
4
5 (f) POSTDOCTORAL SCHOLAR: A non-tenure track paid, mentored research,
6 instructional, librarian, or combined position that is of limited duration for
7 individuals who have earned a doctoral degree.
8
9 (g) RETIRED: A non-tenure track paid appointment post-retirement. A bargaining unit
10 faculty member is considered to be retired if he or she resigns or is terminated
11 without cause from employment with the university or enters into a tenure reduction
12 or relinquishment agreement and is:
13
14 i. eligible for unreduced or reduced benefits under the Public Employees
15 Retirement System (for participants in PERS) or the Oregon Public Service
16 Retirement Program (for participants in OPSRP);
17
18 ii. eligible under Internal Revenue Service rules to withdraw funds from an
19 account established under Optional Retirement Plan and meets the
20 requirements for unreduced or reduced benefits under, depending on date of
21 hire, PERS Tier 1 or 2 or the OPSRP. This classification includes the post-
22 retired or emeritus faculty described in Article 1, Recognition.
23

24 **Section 3. Category**

25

26 The following are the categories that apply to bargaining unit positions. A category
27 describes a rank or group of ranks.
28

- 29 (a) PROFESSOR: This category can only be used in the Tenure Track or Tenured,
30 Acting, Visiting, or Retired classifications. This category requires paid appointment
31 with duties in all three areas of independent research, scholarship, and/or creative
32 inquiry; instruction; and service.
33
34 (b) CLINICAL PROFESSOR: This category can only be used in the Visiting, Career,
35 Pro Tem or Retired classifications. This category requires a non-tenure track paid
36 appointment for individuals with primary duties in the area of clinical instruction or
37 research.
38
39 (c) PROFESSOR OF PRACTICE: This category can only be used in the Visiting,
40 Career, Pro Tem, or Retired classifications. This category requires a non-tenure
41 track paid appointment with primary duties in the area of research or instruction.
42 This category is to be held by eminently qualified professionals who have had a
43 major impact on fields and disciplines important to University of Oregon programs.
44 A Professor of Practice will:
45
46 • have a substantial basis of experience equal to a tenured professor (normally
47 a minimum of 12 years) and a national/international reputation for
48 excellence reflected in a record of significant accomplishments;

- have a profile of accumulated professional accomplishments fully congruent with the rank of professor;
- 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
- serve as a liaison between the professional field and the University of Oregon.

(d) INSTRUCTOR: This category can only be used in the Visiting, Career, Pro Tem or Retired classifications. This category requires a non-tenure track paid appointment with primary duties in the area of undergraduate instruction. Instructor duties may include advising and mentoring responsibilities as well as possibility of involvement in design and development of courses and the curriculum.

(e) LECTURER: This category can only be used in the Visiting, Career, Pro Tem or Retired classifications. This category requires a non-tenure track paid appointment with primary duties in the area of 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.

(f) LIBRARIAN: This category can only be used in the Visiting, Career, Pro Tem, or Retired classifications. This category requires a non-tenure track paid appointment with primary duties in the university libraries. Appointments in the Librarian category require a terminal professional degree, but holding a terminal degree does not by itself entitle a bargaining unit faculty member to appointment in the Librarian category.

(g) RESEARCH ASSISTANT: This category can only be used in the Visiting, Career, Pro Tem or Retired classifications. This category requires a non-tenure track paid appointment for individuals who have typically earned a bachelor's or master's degree. 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.

(h) RESEARCH ASSOCIATE: This category can only be used in the Visiting, Career, Pro Tem or Retired classifications. This category requires a non-tenure track paid appointment for individuals who have the 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.

- (i) RESEARCH PROFESSOR: This category can only be used in the Visiting, Career, Pro Tem or Retired classifications. This category requires a non-tenure track paid appointment with duties primarily in the area of independent research, scholarship and/or creative inquiry. Appointments in the Research Professor category require a terminal degree relevant to the appointment. 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.
- (j) POSTDOCTORAL SCHOLAR: This category can only be used in the Postdoctoral Scholar classification. This category requires a non-tenure track paid appointment for a temporary and defined period of formally mentored research, instruction, librarianship, or scholarly training, for the purpose of allowing the Postdoctoral Scholar to acquire the professional skills needed to pursue a career path of his or her choosing. The appointment requires a doctoral degree. At the time of appointment, hiring documentation should include an articulated program of mentoring with an identified mentor.

Section 4. Rank

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

- (a) PROFESSOR: Ranks in this category in ascending order are assistant professor, associate professor, and professor.
- (b) CLINICAL PROFESSOR: Ranks in this category in ascending order are assistant clinical professor, associate clinical professor, and clinical professor.
- (c) PROFESSOR OF PRACTICE: The only rank in this category is professor of practice.
- (d) INSTRUCTOR: Ranks in this category in ascending order are instructor, senior instructor I, senior instructor II.
- (e) LECTURER: Ranks in this category in ascending order are lecturer, senior lecturer I, senior lecturer II.
- (f) LIBRARIAN: Ranks in this category in ascending order are assistant librarian, associate librarian, and senior librarian.
- (g) RESEARCH ASSISTANT: Ranks in this category in ascending order are research assistant, senior research assistant I, senior research assistant II.
- (h) RESEARCH ASSOCIATE: Ranks in this category in ascending order are research associate, senior research associate I, senior research associate II.

(i) RESEARCH PROFESSOR: Ranks in this category in ascending order are assistant research professor, associate research professor, and research professor.

(j) POSTDOCTORAL SCHOLAR: The only rank in this category is Postdoctoral Scholar.

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

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

Section 6. If the University non-renews a position in the Career classification for economic or programmatic reasons, then the position cannot be refilled in the Visiting, Pro Tem or Postdoctoral Scholar classification within the subsequent two years unless approved by the Provost or his or her designee.

Section 7. The duration of a position in the Pro Tem classification shall be no more than three years. If the University decides to continue a position in the Pro Tem classification for longer than three years, the position must be converted to a Career position. In rare cases, a department or unit may petition the Provost to continue a position in the Pro Tem classification for longer than three years for legitimate pedagogical or legitimate programmatic reasons. Permission to continue a position in the Pro Tem classification for longer than three years must be granted by the Provost or designee in writing.

Section 8. The duration of a position in the Postdoctoral Scholar classification shall be no more than three years. Postdoctoral mentors, however, may petition the Provost or designee 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 by the Provost or designee in writing.

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

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

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

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

Section 12. When a position is reclassified from a non-tenure track classification into the Tenure Track and Tenured classification, a new national search is always required to fill the position. For other classifications, a national search is permissible, but not required when the original search was national in scope and when the incumbent has had successful reviews.

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

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

ARTICLE 16. NOTICES OF APPOINTMENT

Section 1. Notice of Renewal or Nonrenewal.

- (a) The University shall provide notice of renewal or nonrenewal of a Career NTTF appointment that is not funding contingent via email no later than May 1st of the last year of the faculty member's current appointment.

Notice of renewal will state the following:

- i. Duration of upcoming appointment; and
- ii. If the upcoming appointment is contingent on funding; and
- iii. Expected FTE

- (b) The University shall provide notice of renewal or nonrenewal of a Career NTTF appointment that is funding contingent via email as soon as practicable.

Notice of renewal will state the following:

- i. Duration of upcoming appointment; and
- ii. If the upcoming appointment is contingent on funding; and
- iii. Expected FTE

- (c) A bargaining unit faculty member with a Career NTTF appointment that is funding contingent and who has achieved promotion shall receive at least 30 days of notice prior to the nonrenewal of his or her appointment.

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

Section 2. Nonrenewal of Career Non-Tenure-Track Faculty Rationale. The University may decline to renew the appointment of a Career NTTF bargaining unit faculty member who has achieved promotion for the following reasons:

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

Career NTTF bargaining unit faculty members who have not yet been promoted may be non-renewed, at the discretion of the University, pursuant to the timelines provided for in Section 1.

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

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

Section 3. Grievances related to non-renewal decisions can be initiated at the Step 3 level.

Section 4. On or before July 1 of each year, the University will send a report to the Union detailing the non-renewal decisions for that year. The report will list the department and stated reason the faculty member was non-renewed.

Section 5. Lack of Renewal Notice

- (a) If the University does not provide a bargaining unit faculty member with notice as set forth in Section 1, he or she shall receive a payment proportional to his or her base salary for the number of days the notice was late.
- (b) A bargaining unit faculty member who does not receive notice as set forth in Section 1 and continues to work under the terms and conditions of the expiring appointment after that appointment expires will be paid for all work performed.

Appointments and Reappointments

Section 6. The Provost or designee shall provide a bargaining unit faculty member to be appointed or reappointed to a position subject to this Agreement with written notification of the appointment or reappointment. Notice by any other means is not valid notice and does not cause the formation of an agreement between the University and the bargaining unit faculty member. Oral promises regarding terms and conditions of employment and

1 representations made in writing by persons other than the Provost or those designated by
2 the Provost are not binding upon the University. The notice of appointment or
3 reappointment, which may be provided electronically such as by email or link to a
4 website, shall include, but need not be limited to, the following:

- 5
- 6 a. Effective date of appointment
- 7
- 8 b. Classification, category, and rank
- 9
- 10 c. Department and title
- 11
- 12 d. Duration of appointment and/or if appointment is contingent on funding
- 13
- 14 e. Tenure status, including the nature of any restrictions on eligibility for tenure
- 15 and any credit for prior service; or
- 16
- 17 f. Career status, including the nature of any restrictions on eligibility for
- 18 promotion and any credit for prior service
- 19
- 20 g. Salary
- 21
- 22 h. FTE
- 23
- 24 i. Other requirements of employment
- 25

26 **Section 7. Notice of Appointment Timelines for New Faculty**

27
28 Notices of appointment for new bargaining unit faculty members shall be provided as
29 soon as practicable.

30 31 **Section 8. Notice of Reappointment Timelines for Continuing Faculty**

- 32
- 33 (a) The University shall provide notice of reappointment to returning Career NTTF
- 34 who are not funding contingent no later than 30 days prior to the start date of their
- 35 appointment.
- 36
- 37 (b) The University shall provide notice of reappointment to returning Career NTTF
- 38 who are funding contingent no later than 30 days prior to the start date of their
- 39 appointment, when feasible.
- 40

41 **Section 9.** The University will provide a bargaining unit member with written information
42 concerning duties, responsibilities and institutional expectations. The University shall
43 provide such written information, which may be provided electronically such as by email
44 or link to a website, within a reasonable time of the notice of appointment or
45 reappointment and whenever significant changes occur. The written information shall
46 include:

- 47
- 48 a. Professional responsibilities (see Article 17)

b. Link to faculty handbook and school, college, or department policies

Section 10. One-Year Appointments

Bargaining unit faculty members who have appointments with the Career classification and rank of instructor, lecturer, research assistant, research associate, assistant clinical professor, or research assistant professor shall have at least one-year appointments during their first four academic or fiscal years of employment in rank.

Section 11. Two-Year Appointments

Bargaining unit faculty members who have appointments with the Career classification and rank of instructor, lecturer, research assistant, research associate, assistant clinical professor, or research assistant professor shall have at least two-year appointments after their first four academic or fiscal years of employment in rank.

Section 12. Three-Year Appointments

Bargaining unit faculty members who have appointments with the Career classification and rank of senior instructor I, senior instructor II, senior lecturer I, senior lecturer II, senior research assistant I, senior research assistant II, senior research associate I, senior research associate II, associate clinical professor, clinical professor, research associate professor, research professor or professor of practice shall have at least three-year appointments.

Section 13. The status quo with respect to length of contracts for Librarians shall be maintained subject to the provisions of Article 19, Section 7.

Section 14. Length of Funding Contingent Appointments. Notwithstanding Sections 8-11 of this Article, an appointment cannot be issued for longer than funding is known to be available. Further, regardless of appointment length and in contrast to appointments that are not funding contingent, a funding contingent appointment can be terminated due to lack of funding, changing programmatic needs, or poor performance by the bargaining unit faculty member holding the appointment, subject to the notice requirements of Section 1 of this article.

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

Section 15. Appointment or reappointment duration for bargaining unit members in the Pro Tem, Visiting, Postdoctoral Scholar, or Acting classifications is at the discretion of the University, in compliance with the provisions of this Agreement.

Section 16. The duration of the appointment for a Postdoctoral Scholar and the provisions for appointment, renewal, or nonrenewal will be specified at the time of hire and included in the written notification of appointment.

Section 17. The University may make appointments in the Pro Tem classification when

such appointments are advisable and in compliance with the terms of this Agreement. A position in the Pro Tem classification is not expected to last more than three years. Pro Tem positions may extend beyond three years, or a position may be filled by Pro Tem faculty on an ongoing basis, if appropriate, for legitimate pedagogical or legitimate programmatic reasons. Permission to continue a position in the Pro Tem classification for longer than three years must be granted by the Provost or designee in writing, as per Article 15, Section 7.

Section 18. The University supports and encourages, where feasible and appropriate, the creation of NTTF appointments at .50 FTE or above. The University may not appoint a Career NTTF at an FTE level of below .50 FTE to preclude providing benefits. Aggregate appointments across two or more departments that total .50 FTE or above will receive benefits.

Section 19. The initial appointment in the Tenure-Track and Tenured Professor 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. Such agreement will be documented in the initial appointment. The University and the bargaining unit faculty member may agree to reduce or forego the credit for prior service. Such agreement will be documented in a revised notice of appointment.

Section 20. If an appointment of a full-time, tenure-track bargaining unit member is not to be renewed for reasons other than for just cause (Article 24) or program elimination or reduction (Article 25), notice of nonrenewal shall be given in writing as follows: during the first annual appointment, by March 15 for those whose contracts expire on or about June 15, or at least three months' notice given prior to expiration of the appointment, whichever is longer; during the second year of service, by December 15 for those whose contracts expire on or about June 15, or at least six months' notice given before expiration of the appointment, whichever is longer; in the third and subsequent years of service, at least 12 months' notice, which may be given at any time.

Section 21. Impact of enrollment on appointments. In the event of course cancellation for insufficient enrollment:

- (a) The University will work with the affected faculty member to determine if it is possible to replace the course assignment with an equivalent course assignment within the same appointment period and academic year. The assignment of an equivalent course pursuant to the Section shall not be considered an overload assignment.
- (b) If it is not possible to replace the course assignment within the same appointment period and academic year, the department may provide an equivalent, alternative assignment consistent with the department's workload policy. Examples of such work include but are not limited to the following: advising; determining course equivalencies for transfer credit; assessment projects; curriculum development; substitute teaching; recruiting for study abroad programs. The equivalent, alternative assignment must be completed during the same term the cancelled

1 course was scheduled.

- 2
3 (c) If assignments cannot be made under (a) and (b) of this section, the bargaining
4 unit faculty member shall be assigned faculty-related work by the Dean's office.
5

6 **Section 22.** There will not be notices of appointment associated with Summer Session
7 instructional appointments. The provisions of Summer Session appointments will be
8 communicated in writing or email in accordance with Article 18.
9

10 **ARTICLE 17. ASSIGNMENT OF PROFESSIONAL RESPONSIBILTIES**

11

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

26 **Section 1.** Assignment of professional responsibilities may consist of some combination
27 of instructional activities (including class preparation, classroom teaching, evaluation of
28 student work, advising and mentoring, and various forms of communication with
29 students); research, scholarship, and creative activity; and service within the department,
30 school, college or institute, and the university, and to external organizations, and
31 communities.
32

33 **Section 2.** The faculty in each department or unit will begin the process of developing a
34 written policy for the assignment of professional responsibilities and stipends or
35 academic support resources, by first considering any input provided by the department or
36 unit head, dean, vice president, Provost, or designee. The faculty will submit their
37 recommended policy to the appropriate dean, vice president, or designee for review. The
38 dean, vice president, or designee will document and discuss any revisions he or she
39 makes to the policy with the faculty before submitting his or her recommended policy to
40 the Provost or designee. The Provost or designee will have final authority to establish
41 the policy for each department or unit. If the Provost or designee materially alters the
42 faculty-recommended policy, he or she will provide a written explanation for the
43 change(s) to the faculty in the department or unit. The department or unit head, dean,
44 vice president, Provost, or designee may initiate changes to established policies by
45 informing the appropriate faculty of the change being considered, thereby initiating the
46 process described in this Section.
47

48 **Section 3.** The workload policy shall define a 1.0 FTE workload for all academic

1 instructional classifications and ranks employed by the department or program, and shall
2 address how each of the following items contribute to the overall FTE. For non-
3 instructional classifications or where tenure-related or non-tenure track faculty are not
4 primarily instructional, specific job descriptions should be developed to address the
5 particular workload of the bargaining unit faculty member. Instructional faculty
6 workloads will, in general, address the following:

- 7
- 8 a. Course load
- 9
- 10 b. Service expectations
- 11
- 12 c. Research, scholarship and creative activity
- 13
- 14 d. Professional development related to teaching, research and service
- 15
- 16 e. Undergraduate and graduate advising
- 17
- 18 f. Student contact and communication
- 19

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

- 23
- 24 (a) New course preparations
- 25
- 26 (b) Balance of workload components based on faculty review, promotion and tenure,
27 professional development expectations and agenda for research, scholarship and
28 creative activity
- 29
- 30 (c) Administrative duties
- 31
- 32 (d) Timing of activities (e.g., publication and grant deadlines, course load in given
33 terms, and promotion review dates)
- 34
- 35 (e) Job description
- 36

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

- 39
- 40 (a) The instruction, research, and service needs of the university and its departments,
41 institutes, centers and other academic units;
- 42
- 43 (b) The bargaining unit member's qualifications and expertise and potential to
44 acquire the appropriate expertise;
- 45
- 46 (c) The bargaining unit member's evolving professional interests;
- 47
- 48 (d) Generally accepted practices in the field; and
- 49 (e) A realistic balance of duties consistent with the criteria for review.

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

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

Faculty members may request to adjust schedules or assignments.

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

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

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

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

- (a) IntroDucktion
- (b) Freshman Seminar
- (c) College Scholars
- (d) College Advising
- (e) First-year Interest Groups (FIGs)
- (f) General Education Renaissance
- (g) Rutherford Initiative
- (h) Oregon Executive MBA Program (OEMBA)
- (i) Humanities Program
- (j) Academic Extension
- (k) International Student Orientation

- (l) Sports Product Management Program
- (m) Study Abroad
- (n) Honors College Seminars
- (o) Insight Seminars
- (p) Academic Residential Communities (ARC)
- (q) Short Executive Seminars
- (r) Any one-day seminars, workshops, or similar one-day programs

Other programs or activities may be compensated with a lump sum upon mutual agreement between the University and the Union.

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

ARTICLE 18. SUMMER SESSION APPOINTMENTS AND ASSIGNMENTS

Section 1. Every unit will have a policy for the appointment, professional responsibilities, course cancelation and compensation for Summer Session work.

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.

Policies will be made available to faculty no later than May 1, 2016, and will become effective Summer Session 2017.

Deans and faculty may initiate changes to unit level Summer Session policies pursuant to Article 4.

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 appointments as a condition of a 9-month appointment in programs or departments where

1 there is a past practice of such Summer Session requirements.

2
3 If a bargaining unit faculty member is required to accept a Summer Session appointment,
4 the terms and conditions of the Summer Session appointment will be specified at the time
5 of the 9-month appointment in accordance with Article 16.

6
7 Required Summer Session assignments will be assigned an FTE percentage commensurate
8 with normal workload duties and compensated at the bargaining unit faculty member's
9 normal base salary.

10
11 **Section 6.** The department or unit head may cancel a scheduled class or reassign a
12 bargaining unit faculty member based on faculty expertise; student demand; unit, school,
13 college, or university needs; and in accordance with approved policies. In the event that a
14 course is cancelled, the department or unit will attempt to appoint the bargaining unit
15 faculty member to a new assignment.

16 17 18 **ARTICLE 19. NON-TENURE TRACK FACULTY (NTTF) REVIEW AND** 19 **PROMOTION** 20

21 **Section 1.** Reviews for Career NTTF will include: (1) regular reviews associated with
22 contract renewal; and (2) promotion reviews. If a bargaining unit faculty member seeks
23 promotion in a year when a contract review is due, only a single review must be
24 completed. The decision on whether to promote and the decision on whether to renew,
25 however, must be made independently.

26
27 **Section 2. Policies and Procedures.** The faculty in each department or unit that employs
28 NTTF will develop written procedures and criteria for NTTF, which must comport with
29 the general guidelines in Section 4 of this Article. Each department's or unit's promotion
30 process will include a promotion review committee which should include tenure-track and
31 tenured faculty and, where possible, NTTF at or above the rank sought by the candidate.
32 Each policy will include a process for reviewing the performance of any adjuncts
33 employed by the department or unit. Each policy will also address whether internal and/or
34 external reviewers will be included in the review and promotion process and how internal
35 and/or external reviews will be conducted. If reviewers external to the unit or university
36 are included, they should be reviewers who can present a knowledgeable and objective
37 evaluation of the candidate and his or her qualifications. Internal and/or external reviewers
38 must be asked to base their evaluation and judgment on the criteria in use by the academic
39 department or program.

40
41 The faculty in each department or unit will begin the process of developing a written
42 policy setting forth the procedures and criteria for NTTF review and promotion, by first
43 considering any input provided by the department or unit head, dean, vice president,
44 Provost, or designee. The faculty will submit their recommended policy to the appropriate
45 dean, unit head, or designee for review. The dean, unit head, or designee will document
46 and discuss any revisions he or she makes to the policy with the faculty before submitting
47 his or her recommended policy to Academic Affairs or the Vice President for Research
48 and Innovation, as appropriate, who will have final authority to establish the policy for
49 each department or unit. If the dean, unit head or Academic Affairs or the Vice President

for Research and Innovation materially alters the faculty-recommended policy, he or she will provide a written explanation for the change(s) to the faculty in the department or unit. The department or unit head, dean, vice president, Provost, or designee may initiate changes to established policies by informing the appropriate faculty of the change being considered, thereby initiating the process described in this Section.

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

Reviews Associated with Contract Renewal for Career NTTF

Section 3. Sections 3 through 5 apply to contract reviews for Career NTTF. Reviews for Career NTTF are for the purpose of determining if the NTTF member is meeting the standard of excellence appropriate to a major research university. They should be designed to help the NTTF bargaining unit members grow as scholars, researchers and educators, identify areas of strength, and identify areas that need improvement.

Section 4. While the details and structure of reviews are the responsibility of the University, reviews must follow these general guidelines:

- (a) Career NTTF must be reviewed in each contract period prior to consideration for renewal or once every three academic or fiscal years of employment, whichever is sooner. In the event a bargaining unit member has multiple contracts in a year, only one review per fiscal or academic year will be required. The review will consider the Career NTTF bargaining unit faculty member's performance since the last review.
- (b) For instructional Career NTTF, student course evaluations will be offered for all courses with five or more students. The evaluation of teaching will include a review of evaluations for each course taught. Career NTTF bargaining unit members are expected to undergo at least one peer review of teaching per contract period. The department or unit will identify the standards to be applied to these reviews and will establish a time frame for notification to the Career NTTF bargaining unit faculty member before a peer review is conducted.
- (c) Career NTTF in research appointments will be reviewed by established procedures to assess the quality of work performed and the outcomes of their contributions to the research program.
- (d) Librarians will be reviewed for demonstrated achievement in their professional roles in the Library.
- (e) 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.

- (f) The review process will include an opportunity for the Career NTTF bargaining unit faculty member to discuss his or her efforts and performance with an appropriate supervisor at least once during each contract period.
- (g) As part of each contract review, a Career NTTF will have an opportunity to submit a personal statement containing information relevant to his or her performance of assigned duties and responsibilities.
- (h) 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 NTTF bargaining unit faculty member's efforts to secure funding.
- (i) Career NTTF bargaining unit faculty members will be evaluated only by the criteria approved and made available to the faculty member.

Promotion Reviews for Career NTTF

Section 5. Eligibility for Promotion. Career NTTF will be eligible for promotion after accumulating six years of employment as a faculty member at or above .3 annualized FTE per year, accrued at no greater than three terms per academic year for bargaining unit faculty on nine month contracts, and at four terms per year for bargaining unit faculty on 12-month contracts.

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

Career NTTF who will have completed five years of employment as a faculty member at or above .3 annualized FTE per year may initiate the promotion process in the Spring term of the fifth year if they have an expected appointment of .3 annualized FTE or greater for the sixth year.

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

Section 6. "Up or Out." For all Career NTTF bargaining unit members other than librarians, promotion is elective and does not involve an "up or out" decision. Career NTTF who do not wish to be considered for promotion may continue employment at their current rank as long as eligible to do so under Article 16, Contracts. Librarians must undergo review for promotion to associate librarian at the first time they become eligible. If promotion is denied, the librarian will receive a two-year contract, and must come up for promotion again in the second year. If promotion is denied a second time, the librarian will receive a one-year terminal appointment. Promotion from associate librarian to senior librarian is elective.

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

bargaining unit faculty member.

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

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

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

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

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

- **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the bargaining unit faculty member's current research, scholarly and creative activities and accomplishments, including publications, appointments, presentations, and similar activities and accomplishments.
- **Personal statement:** A 2-6 page personal statement developed by the bargaining unit faculty member evaluating his or her performance measured against the applicable criteria for promotion. The personal statement should expressly address the subjects of teaching; scholarship, research and creative activity; and service contributions to the academic department, center or institute, school or

college, university, profession, and the community. The statement should also include discussion of contributions to institutional equity and inclusion.

- **Teaching portfolio (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.
- **Scholarship portfolio (if applicable):** A comprehensive portfolio of scholarship, research and creative activity; and appropriate evidence of national or international recognition or impact.
- **Service portfolio (if applicable):** Evidence of the bargaining unit faculty member's service contributions to his or her academic department, center or institute, school or college, university, profession, and the community, such as op ed pieces, white papers authored or co-authored by the faculty member, commendations, awards, or letters of appreciation. The portfolio may also include a short narrative elaborating on the faculty member's unique service experiences or obligations.
- **Professional activities portfolio (if applicable):** A comprehensive portfolio of professional or consulting activities related to his or her 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 12. Waiver of Access to Materials. Bargaining unit faculty members may choose to waive in advance in writing their access to see any or all of the evaluative materials (see Article 8, Personnel Files). Such waivers, however, shall not preclude the use of redacted versions of these documents in a denial review process. The redacted versions are intended to protect the identity of the reviewer. If redactions are insufficient to do so, the University may prepare a suitable summary. A waiver will be included in the promotion file.

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

Section 14. 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)
- Internal and/or external reviews (if applicable)
- Department or unit committee recommendation
- Department, unit, center or institute head's recommendation (if applicable)
- Vice president's, dean's or director's recommendation
- Waiver of access to materials (if applicable)

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

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

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

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

Promotion Process for Research Assistant and Research Associate Series

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

- **Curriculum vitae or resume:** A comprehensive and current curriculum vitae or resume that includes the bargaining unit faculty member's current research,

1 scholarly and creative activities and accomplishments, including publications,
2 appointments, presentations, and similar activities and accomplishments.
3

- 4 • **Personal statement:** A 2-6 page personal statement developed by the bargaining
5 unit faculty member evaluating his or her performance measured against the
6 applicable criteria for promotion. The personal statement should expressly
7 address his or her impact and contribution to research excellence relative to their
8 job duties. This statement should also include discussion of contributions to
9 institutional equity and inclusion.
10
- 11 • **Scholarship portfolio (if applicable):** A comprehensive portfolio of scholarship,
12 research and creative activity; and appropriate evidence of national or
13 international recognition or impact.
14
- 15 • **Service portfolio (if applicable):** Evidence of the bargaining unit faculty
16 member's service contributions to his or her academic department, center or
17 institute, school or college, university, profession, and the community, such as op
18 ed pieces, white papers authored or co-authored by the faculty member,
19 commendations, awards, or letters of appreciation. The portfolio may also
20 include a short narrative elaborating on the faculty member's unique service
21 experiences or obligations.
22
- 23 • **Professional activities portfolio (if applicable):** A comprehensive portfolio of
24 professional or consulting activities related to his or her discipline.
25
- 26 • **List of reviewers (if applicable):** A list of qualified internal and/or
27 external reviewers provided by the bargaining unit faculty member.
28 Normally, external reviews are not expected for those in the research
29 assistant ranks.
30

31 **Section 20. Waiver of Access to Materials.** Bargaining unit faculty members may choose
32 to waive in advance in writing their access to see any or all of the evaluative materials (see
33 Article 8, Personnel Files). Such waivers, however, shall not preclude the use of redacted
34 versions of these documents in a denial review process. The redacted versions are intended
35 to protect the identity of the reviewer. If redactions are insufficient to do so, the University
36 may prepare a suitable summary. A waiver will be included in the promotion file.
37

38 **Section 21. Notice of Meetings.** A bargaining unit faculty member will receive at least
39 three days' notice of any meeting or hearing which the member is invited or required to
40 attend, with a dean or the Provost or designee regarding recommendations or decisions on
41 promotion. The bargaining unit faculty member may have a colleague or Union
42 representative present at the meeting as an observer.
43

44 **Section 22. Evaluation file.** The promotion review file should generally include the
45 following information:
46

- 47 • Statement of duties and responsibilities
- 48 • Curriculum vitae

- Conditions of appointment (i.e. copy of a current contract)
- Criteria for promotion
- Personal statement
- Supervisors' letters of evaluation
- Professional Activities Portfolio (if applicable)
- Scholarship Portfolio (if applicable)
- Service Portfolio (if applicable)
- Internal and/or external reviews (if applicable)
- Department, unit, center or institute head's recommendation
- Vice president's, dean's or director's recommendation
- Waiver of access to materials (if applicable)

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

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

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

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

Reapplication, Appeals, and Withdrawal

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

1 **Section 28. Appeal of Promotion Denial.** Faculty who are denied promotion may appeal
2 the decision through the procedures in Article 21, Tenure and Promotion Denial Appeal.
3

4 **Section 29. Withdrawal of Application.** A candidate may withdraw an application for
5 promotion in writing to the Provost and the dean at any time before the Provost's
6 decision.
7

8 **ARTICLE 20. TENURE REVIEW AND PROMOTION** 9

10 **Section 1.** This Article applies only to bargaining unit faculty members in the Tenure-
11 Track and Tenured Professor classifications. Tenure is in the University, and not in a
12 college, school, department, program or discipline. The award of tenure requires an
13 express grant by the Provost communicated in writing to the bargaining unit faculty
14 member and signed by the Provost. There is no de facto tenure. Tenure means that the
15 bargaining unit faculty member's employment may be terminated only for cause (Article
16 24), or in case of program eliminations or reductions (Article 25).
17

18 **Section 2. Eligibility for tenure review.** Except as authorized in writing by the Provost
19 or designee, a bargaining unit faculty member is entitled to a decision on tenure only after
20 six consecutive academic or fiscal years of employment at 1.0 FTE per year or the
21 equivalent of consecutive part time employment at or above .5 FTE per year. An
22 appointment is considered consecutive even if interrupted by one or more approved leaves
23 of absence. The period of an approved leave of absence does not count toward
24 consideration for tenure unless the bargaining unit faculty member elects otherwise.
25

26 **Tenure and Promotion Criteria** 27

28 **Section 3.** The University follows the same general timetable, process, and standards of
29 performance for evaluation and promotion as do many other public research universities,
30 particularly AAU institutions. The University also considers AAUP guidelines for tenure
31 review and promotion.
32

33 The tenured faculty in each department or unit will begin the process of developing a
34 written policy setting forth tenure and promotion criteria that are consistent with
35 university-wide criteria, by first considering any input provided by the department or unit
36 head, dean, vice president, Provost, or designee. The faculty will submit their
37 recommended policy to the appropriate dean, vice president, or designee for review. The
38 dean, vice president, or designee will document and discuss any revisions he or she makes
39 to the policy with the faculty before submitting his or her recommended policy to the
40 Provost or designee. The Provost or designee will have final authority to establish the
41 policy for each department or unit. If the dean, vice president, Provost or designee
42 materially alters the faculty-recommended policy, he or she will provide a written
43 explanation for the change(s) to the faculty in the department or unit. The department or
44 unit head, dean, vice president, Provost, or designee may initiate changes to established
45 policies by informing the appropriate faculty of the change being considered, thereby
46 initiating the process described in this Section.
47

48 **Section 4.** Each department's or unit's promotion and tenure criteria are intended to be
49 consistent with those of other major research universities and shall include expectations,

including the proportional weights, for each of the following, as defined by each department or unit:

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

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

Reviews

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

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

Mid-Term Reviews

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

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

following:

- **Election of Criteria:** The criteria the bargaining unit faculty member chooses to be reviewed under, if there has been a change in criteria since the time of hire, as per Section 29.
- **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the faculty member's current research, scholarly and creative activities and accomplishments, including publications, appointments, presentations, and similar activities and accomplishments.
- **Scholarship portfolio:** A comprehensive portfolio of scholarship, research and creative activity; and appropriate evidence of national or international recognition or impact.
- **Personal statement:** A 3-6 page personal statement developed by the bargaining unit faculty member evaluating his or her performance measured against the applicable criteria for tenure and promotion. The personal statement should expressly address the subjects of teaching; scholarship, research, and creative activity; and service contributions to the academic department, center or institute, school or college, university, profession, and the community. The statement should also include discussion of contributions to institutional equity and inclusion.
- **Teaching portfolio:** Representative examples of course syllabi or equivalent descriptions of course content and instructional expectations for courses taught by the bargaining unit faculty member, examples of student work and exams, and similar material.
- **Service portfolio:** Evidence of the bargaining unit faculty member's service contributions to his or her academic department, center or institute, school or college, university, profession, and the community. Such evidence could include white papers authored or co-authored by the faculty member, commendations, awards, op ed pieces, and/or letters of appreciation. The portfolio should also include a short statement on the faculty member's unique service experiences or obligations.

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

- a) Obtain a report from the faculty committee including an assessment of the bargaining unit faculty member's progress toward tenure and promotion; and

- b) Prepare his or her own evaluation of the bargaining unit member's progress toward tenure and promotion; and
- c) Provide the department or unit head's report to the bargaining unit faculty member and allow the faculty member 10 days from the date of the receipt of the report to provide responsive material or information, which shall be included in the evaluation file; and
- d) Submit the evaluation file to the appropriate dean.

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

Section 10. 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, he or she will prepare a separate report and recommendation. The dean will share his or her report and recommendation with the bargaining unit faculty member and allow the faculty member 10 days from the date of receipt of the report to provide responsive material or information, which shall be included in the evaluation file. The 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 11. 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.

Tenure Review Process

Section 12. 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:

- **Election of Criteria:** The criteria the bargaining unit faculty member chooses to be reviewed under, if there has been a change in criteria since the time of hire, as per Section 30.
- **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the faculty member's current research, scholarly and creative activities and accomplishments, including publications, appointments, presentations, and similar activities and accomplishments.
- **Scholarship portfolio:** A comprehensive portfolio of scholarship, research and creative activity; and appropriate evidence of national or international recognition

or impact.

- **Personal statement:** A 3-6 page personal statement developed by the bargaining unit faculty member evaluating his or her performance measured against the applicable criteria for tenure and promotion. The personal statement should expressly address the subjects of teaching; scholarship, research, and creative activity; and service contributions to the academic department, center or institute, school or college, university, profession, and the community. The statement should also include discussion of contributions to institutional equity and inclusion.
- **Teaching portfolio:** Representative examples of course syllabi or equivalent descriptions of course content and instructional expectations for courses taught by the bargaining unit faculty member, examples of student work and exams, and similar material.
- **Service portfolio:** Evidence of the bargaining unit faculty member's service contributions to his or her academic department, center or institute, school or college, university, profession and the community. Such evidence could include white papers authored or co-authored by the faculty member, commendations, awards, op ed pieces, and/or letters of appreciation. The portfolio may also include a short narrative elaborating on the faculty member's unique service experiences or obligations.
- **External reviewers:** A list of qualified outside reviewers provided by the bargaining unit faculty member.

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

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

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

1 prohibitions, so there is flexibility to meet particular circumstances. A minimum of five
2 substantive external evaluations is required for a tenure case to move forward.

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

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

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

35
36 **Section 17. Provost's Review of File.** The Provost or designee will review the
37 promotion and tenure file for completeness and general presentation, and may request
38 additional information from the dean. The file forwarded to the Provost or designee
39 should include the following:

- 40
- 41 • Promotion and tenure checklist
 - 42
 - 43 • Voting summary
 - 44
 - 45 • Criteria for tenure and promotion
 - 46
 - 47 • Dean's evaluation and recommendation
 - 48
 - 49 • 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 of review
 - Documentation of declinations to review (typically copies of email notifications)
 - Any internal letters of evaluation
- Curriculum vitae (signed and dated by the candidate), as seen by the external reviewers. Updates may be provided by the candidate in the form of a list of specific changes rather than as a full additional curriculum vitae
- Personal statement (signed and dated by the candidate), as seen by the external reviewers
- Statement of waiver, partial waiver, or non-waiver (see Article 8, Personnel Files)
- Statement of duties and responsibilities
- Conditions of appointment, including a copy of the current notice of appointment and any memoranda in the case of joint or multiple appointments
- Teaching evaluations, including:
 - UO checklist for the evaluation of teaching
 - List of all courses taught, including term, enrollment, and instructor and department mean scores for required questions
 - List of any/all teaching awards, including awards from the department, school or college, university, and external sources
 - List of all supervised dissertations, theses, and undergraduate honors papers
 - Sample course evaluation questions
 - Statistical summary page for each course taught

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

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

Section 19. Provost's Decision. The Provost has plenary authority to award or deny tenure. The candidate will be notified in writing of the Provost's decision. The letter accompanying the decision will contain an explanation of the reasons underlying the Provost's decision, if the decision is to deny tenure or promotion. A tenured appointment may not be less than .50 FTE. If tenure is granted, the letter will include a statement indicating the FTE of the tenured appointment. The letter will be placed in the candidate's personnel file. The foregoing does not preclude a subsequent written agreement between the Provost or designee and the candidate adjusting the FTE of the appointment, so long as the appointment is at least .50 FTE.

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

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

Promotion Review

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

- (a) bargaining unit faculty members with tenure who are denied promotion from associate professor to professor will remain employed at the associate professor rank, and
- (b) the election of criteria bargaining unit faculty members may choose to be reviewed under, if there has been a change in criteria, is limited to the preceding six years.

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

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

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

Section 24. Credit for Prior Service. When credit for prior service is agreed upon, the terms of hire will state the number of years of credit granted, the earliest date for tenure consideration, and the required date for tenure consideration. Scholarship, research, creative activity, and teaching completed by the bargaining unit faculty member during the period of prior service will receive full consideration during the promotion and tenure process if the bargaining unit member elects the earliest date for tenure review. Should a bargaining unit member who received credit for prior service at the time of hire choose to delay the review for the full six years of full-time appointment at the University of Oregon, teaching, scholarship, research, and creative activity completed prior to arrival at the university will be of secondary consideration during the promotion

1 and tenure process. Should the bargaining unit faculty member choose to use some, but
2 not all of the credit for prior service, the focus of the review of teaching, scholarship,
3 research, and creative activity will adjust appropriately so that, for example, four years
4 of full-time appointment at the University would mean that at most two years of prior
5 service will receive full consideration.

6
7 **Section 25. Joint Appointments.** For bargaining unit members holding multiple or joint
8 appointments, a memorandum will be completed at the time of hire or assignment
9 specifying expectations for promotion and tenure review and identifying how the tenure
10 and promotion process will be handled among the units. Such memorandum is not valid
11 unless approved in writing by the bargaining unit faculty member and the Provost or
12 designee.

13
14 **Section 26. Notice of Meetings.** A bargaining unit faculty member will receive at least
15 three days' notice of any meeting or hearing which the member is invited or required to
16 attend with a dean or the Provost or designee regarding recommendations or decisions on
17 promotion or tenure. The bargaining unit faculty member may have a colleague or Union
18 representative present at the meeting as an observer.

19
20 **Section 27. Waiver of Access to Materials.** Bargaining unit members have the right
21 whether to waive in advance in writing their access to see any or all of the evaluative
22 materials (see Article 8, Personnel Files). The choice by the bargaining unit faculty
23 member to waive or not waive access to evaluative materials shall not be considered
24 during the evaluation process. Such waivers, however, shall not preclude the use of
25 redacted versions of these documents in a denial review process. The redacted versions are
26 intended to protect the identity of the reviewer.

27
28 **Section 28. Stopping of the "Tenure Review Clock."** The "tenure review clock" may be
29 stopped in the following circumstances, at the bargaining unit faculty member's discretion.
30 The bargaining unit faculty member must decide whether to opt to stop the tenure review
31 clock at the start of the leave or absence, or the tenure review clock will not be stopped
32 during the leave or absence. The bargaining unit faculty member, however, may later opt
33 to restore the period when the clock was stopped and may apply for tenure review at the
34 time the bargaining unit faculty member would have become eligible without the stopping
35 of the clock.

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

41
42 **Section 29. Report to the Union.** The University will send the Union an annual report of
43 all promotion and tenure decisions concerning bargaining unit faculty members in the
44 Tenure-Track and Tenured Professor classification made by the Provost during the
45 preceding academic year no later than the following September 1 and in accordance with
46 applicable confidentiality requirements.

47
48 **Section 30. Criteria Changes.** If criteria for review, promotion, and/or tenure change
49 during the course of a TTF bargaining unit faculty member's employment, the bargaining

unit faculty member may elect among current criteria and any in effect during the period of time specified by the appropriate section of this Article prior to the initiation of a given review or promotion process.

Post-Tenure Reviews

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

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

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

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

- **Election of Criteria:** The criteria the bargaining unit faculty member chooses to be reviewed under, if there has been a change in criteria during the preceding six years, as per Section 29.
- **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the faculty member's current research, scholarly, and creative activities and accomplishments, including publications, appointments, presentations and similar activities.
- **Personal statement:** A 3-6 page personal statement developed by the bargaining unit faculty member evaluating his or her performance measured against the applicable criteria for tenure and promotion. The personal statement should expressly address the subjects of teaching; scholarship, research, and creative activity; and service contributions to the academic department, center or institute, school or college, university, profession, and the community. The statement should also include discussion of contributions to institutional equity and inclusion.
- **Sabbatical portfolio:** A report of the accomplishments and benefits resulting from sabbatical, if applicable.

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

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

- a) Obtain a report from the faculty committee including an assessment of the bargaining unit faculty member's performance; and
- b) Prepare his or her own evaluation of the bargaining unit faculty member's performance; and
- c) Provide the department or unit head's report to the bargaining unit faculty member and allow him or her 10 days from the date of the receipt of the report to provide responsive material or information, which shall be included in the evaluation file; and
- d) Submit the evaluation file to the appropriate dean.

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

Section 37. 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, he or she will prepare a separate report and recommendation. The dean will share his or her report and recommendation with the bargaining unit faculty member and allow him or her 10 days from the date of receipt of the report to provide responsive material and information, which shall be included in the evaluation file. The dean will then submit the complete evaluation file to the Provost or designee.

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

If the Provost or designee concludes that the bargaining unit faculty member's overall performance was in the highest category (e.g. exceeds expectations) then the bargaining unit faculty member will receive at least an 8% increase to base salary, as per Article 26.

1 If the Provost or designee concludes that the bargaining unit faculty member's overall
2 performance was in the second highest category (e.g. meets expectations), then the
3 bargaining unit faculty member will receive at least a 4% increase to base salary, as per
4 Article 26.

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

14 **ARTICLE 21. APPEAL FROM THE DENIAL OF TENURE OR PROMOTION**

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

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

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

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

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

1
2 **Appeal of Tenure or Promotion Denial Where Such Notice Results in Terminal**
3 **Appointment.**
4

5 **Section 5. Initiating an Appeal.** A bargaining unit faculty member who is denied tenure
6 or promotion and receives a terminal appointment may seek review of the decision by
7 sending a written statement of appeal to the Provost no later than 90 days following
8 receipt of the written decision denying tenure or promotion. A decision denying tenure or
9 promotion is deemed received on the day sent to the official uoregon.edu email address of
10 the bargaining unit faculty member.
11

12 To be considered, the appeal statement must be signed and dated and must include the
13 following:
14

- 15 • the ground(s) for appeal being alleged;
- 16
- 17 • all arguments and supporting evidence the bargaining unit faculty member wishes
18 to be considered;
- 19
- 20 • proposed resolution;
- 21
- 22 • designation of a union representative (if desired); and
23
- 24 • whether a formal or informal process is requested.
25

26 The bargaining unit faculty member may elect to have the appeal considered either
27 informally or formally, but not both. In selecting the informal process, the bargaining
28 unit member waives the right to a formal hearing. In selecting the formal process, the
29 bargaining unit member waives the right to use the informal process.
30

31 **Section 6. Provost's Response to Appeal.** Within 30 days of the receipt of the appeal,
32 the Provost or designee shall prepare a written response and forward the appeal, together
33 with his or her response, to the Chair of the University Promotion and Tenure Review
34 Appeal Committee (PTRAC).
35

36 **Section 7.** The bargaining unit faculty member may make a peremptory challenge of
37 one member of the PTRAC. That member shall be replaced by one of three tenured
38 candidates selected to serve pro tem by the appellant from a list proposed by the
39 Faculty Advisory Council.
40

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

Section 9. Formal Process: Review by and Hearing before the PTRAC. In addition to a review of the written materials as described in Section 7, the PTRAC shall conduct a hearing, the purpose of which is for members of the PTRAC to ask questions of the Provost or designee, the bargaining unit faculty member, and any witnesses called by the PTRAC. The PTRAC will hold a hearing within 60 days of the receipt of the appeal, or within 30 days of the start of the Fall term classes, whichever is later. The bargaining unit faculty member and the Provost or designee will be given at least five days' notice of the time and place for the hearing. The bargaining unit faculty member, the bargaining unit member's representative and/or legal counsel, the Provost or designee and his or her representative, the University's legal counsel, staff to the PTRAC, and any witnesses called by the PTRAC may be present at the hearing. The representatives shall be observers only, unless asked to participate by the PTRAC. The bargaining unit faculty member and the Provost or designee are responsible for any expenses incurred in having a representative present.

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

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

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

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

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

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

Section 10. Decision by the Provost. The Provost will consider the report of the PTRAC,

1 through either the informal or formal process, and notify the bargaining unit faculty
2 member in writing of his or her decision on appeal within 21 days of the receipt of the
3 PTRAC's report.

4
5 **Section 11. Final Appeal to the President.** If the bargaining unit faculty member
6 disagrees with the Provost's decision on appeal, the faculty member may appeal in writing
7 to the President of the University within 10 days of the receipt of the Provost's written
8 decision. The President will notify the bargaining unit faculty member in writing of his or
9 her decision within 21 days of receipt of the written appeal. The President's decision is
10 final and binding and is not subject to grievance, arbitration or further appeal.

11
12
13 **Section 12. Timelines.** The bargaining unit faculty member and the PTRAC may agree in
14 writing to an extension of the response time of the PTRAC. The bargaining unit member
15 and the Provost or designee may agree in writing to an extension of the initial appeal
16 deadline or the response time of the Provost or designee. The bargaining unit member and
17 the President or designee may agree in writing to an extension of the appeal deadline to
18 the President or the response time of the President.

19
20 "Days" means calendar days.

21 22 **Appeal of Promotion Not Resulting in a Terminal Appointment**

23
24 **Section 13. Avenue of Appeal.** A bargaining unit faculty member who is denied
25 promotion that does not result in a terminal appointment may file a grievance under Article
26 22, Grievance Procedure, at Step 3, based only on the grounds described in Section 2 of
27 this Article. The grievance must be filed no later than 90 days from the receipt of the
28 decision denying promotion. The grievance will be heard by the Provost or designee.

29
30 **Section 14. Grievance Committee.** As part of the grievance process, the Provost or
31 designee will appoint a committee of three faculty members at or above the rank to which
32 the bargaining unit faculty member seeks to be promoted. At least one of the faculty
33 members shall be appointed from a list of nominees furnished by the Union, and at least
34 one of the committee members will be a bargaining unit faculty member. The bargaining
35 unit faculty member has the prerogative of striking one committee member and requesting
36 a replacement member to be chosen by the Provost. The committee will review the
37 promotion file and make a written report to the Provost as to whether any of the grounds
38 for appeal set forth in Section 2 of this Article are present.

39
40 **Section 15. Decision by the Provost.** The Provost will consider the report of the
41 committee and notify the bargaining unit faculty member in writing of his or her decision
42 on appeal within 21 days of the receipt of the committee's report.

43
44 **Section 16. Final Appeal to the President.** If the Provost upholds the promotion denial,
45 the bargaining unit faculty member may appeal to the President or designee in writing,
46 within 10 days of the issuance of the Provost's decision. The President will review the file
47 materials, including the committee report, and issue a written decision to the bargaining
48 unit faculty member within 21 days of receipt of the written appeal. The President's
49 decision is final and binding and is not subject to further grievance, arbitration or further

1 appeal.

2 3 **ARTICLE 22. GRIEVANCE PROCEDURE** 4

5 **Section 1.** The objective of this Article is to secure a fair and equitable resolution of
6 grievances at the lowest possible step of the grievance procedure. The procedures below
7 shall be the sole method for resolving grievances.
8

9 **Section 2. Definitions:**

10 "Grievance" means an allegation that there has been a violation of a specific term of this
11 Agreement.
12

13 "Grievant" means the member of the bargaining unit who initiates a grievance or the Union
14 when it is the party who initiates a grievance.
15

16 "Day" means a calendar day.
17

18 **Section 3. Grievance Steps.**

19 20 **Step 1. (Informal)**

- 21 a. A bargaining unit faculty member shall first discuss a grievance with his or
22 her department or unit head within 45 days following the date on which the
23 grievant knew, or reasonably should have known, of the act, omission, or
24 condition which is the basis of the grievance.
25
- 26 b. If the department or unit head is the subject of the grievance, the bargaining
27 unit faculty member may proceed directly to Step 2.
28
- 29 c. If the department or unit head and the bargaining unit faculty member do not
30 resolve the grievance within 10 days of the initial discussion, the bargaining
31 unit faculty member may proceed to Step 2.
32
- 33 d. Any disposition of a grievance at Step 1 shall not constitute a past practice
34 or any precedent in the disposition of other grievances.
35

36 **Step 2 (Dean, Vice President, or Designee)**

- 37 a. If the grievant is not satisfied with the decision at Step 1, the grievant may
38 present a written grievance to the Dean, Vice President, or designee within 14
39 days of the issuance of the decision at Step 1.
40
- 41 b. If the grievant did not use Step 1, he or she shall present a grievance to the
42 Dean, Vice President, or designee in writing within 45 days following the date
43 on which the grievant knew, or reasonably should have known, of the act,
44 omission, or condition which is the basis of the grievance.
45
- 46 c. The grievance shall be in writing and provide the information described in Section 6
47 below.
48

- d. The dean, vice president, or designee shall meet with the grievant and his or her Union representative (if desired by the grievant) within 21 days of receipt of receipt of the written grievance.
- e. The dean, vice president, or designee will send a decision in writing to the grievant within 14 days of the meeting.
- f. Any disposition of a grievance at Step 2 shall not constitute a past practice or any precedent for the disposition of other grievances.

Step 3 (Provost or designee)

- a. If the grievant is not satisfied with the decision at Step 2, the grievant may present the written grievance to the Provost or designee within 14 days of the issuance of the decision at Step 2.
- b. The Provost or designee, but not the persons who heard the grievance at Step 1 or Step 2, will meet with the grievant and his or her Union representative (if desired by the grievant) within 21 days of receipt of the written grievance.
- c. The Provost or designee will send a decision in writing to the grievant within 30 days of the meeting. Grievances against the Provost may be filed with the President or designee in lieu of the Provost. If the grievant is not represented by the Union, a copy of the decision will be sent to the Union forthwith.

Section 4. If the Union is the grievant, the grievance shall be filed at Step 3 no later than 45 days following the date on which the bargaining unit faculty member whose rights under this Agreement were allegedly violated knew or reasonably should have known of the act, event, or condition which is the basis of the grievance.

Section 5. General Provisions.

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

- d. A grievant may withdraw a grievance at any time.
- e. All facts relevant to a grievance shall be presented by the parties with the objective expressed in Section 1 of this Article.
- f. Grievances alleging prohibited discrimination must be filed within 180 days following the date on which the grievant knew or reasonably should have known of the act, omission, or condition which is the basis of the grievance.
- g. Grievances alleging discriminatory harassment must be filed within 365 days following the date on which the grievant knew or reasonably should have known of the act, omission, or condition which is the basis of the grievance.

Section 6. Written grievances must include at least:

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

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

ARTICLE 23. ARBITRATION

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

Section 2. Notice of intent to arbitrate must be filed with the Provost within 21 days of date of issuance of the Step 3 decision.

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

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.

1
2 If the arbitrator selected cannot hold the hearing within 90 days and either party does not
3 agree to an extension, a new list of five names shall be requested from the Oregon
4 Employment Relations Board and the selection procedure shall be repeated.
5

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

11 If the parties are unable to agree on the precise issue to be submitted, each party shall
12 submit its own version of the issue and the arbitrator shall decide the precise issue to be
13 arbitrated.
14

15 **Section 5.** The arbitrator shall hold the hearing in Eugene, Oregon unless otherwise agreed
16 in writing by the parties. The hearing shall be held without unreasonable delay upon the
17 arbitrator's acceptance of the case.
18

19 If the arbitrator or either party requests that post-hearing briefs be submitted, the
20 arbitrator shall establish a date for the submission of such briefs and the record will be
21 deemed to have been closed as of such date.
22

23 **Section 6.** In a proceeding under this Article for which there is a submission agreement,
24 the first matter to be decided is the arbitrator's jurisdiction to act. If arbitrability is in
25 dispute, the arbitrator shall hear the parties on the question and may take whatever
26 evidence he or she finds relevant and necessary before determining arbitrability. Upon
27 concluding that the issue is arbitrable, the arbitrator shall proceed with the case, with each
28 party retaining the right to seek judicial review of the arbitrator's decision as to
29 jurisdiction. Upon concluding that the arbitrator has no jurisdiction, the arbitrator shall not
30 hear the matter or make any decision or recommendation regarding the merits of the case.
31

32 In the absence of a submission agreement, the arbitrator shall first decide the issue to be
33 arbitrated, and then the question of the arbitrator's jurisdiction.
34

35 **Section 7.** The arbitrator derives authority wholly and exclusively from this Agreement.
36 The arbitrator shall not add to, subtract from, modify, or alter the terms or provisions of
37 this Agreement. Decisions relating to promotion or tenure may be challenged exclusively
38 through the appeal process in Article 21, Appeal from the Denial of Tenure or Promotion.
39

40 Except as otherwise provided in this Agreement, the arbitrator shall have no authority to
41 decide any issue relating to the merits of any academic judgment. For the purposes of this
42 Agreement, "academic judgment" means a judgment by the University and those acting on
43 its behalf concerning competence, performance, or academic standards. In cases involving
44 academic judgment, the arbitrator shall not substitute his or her judgment for that of the
45 University, nor shall the arbitrator review such decision except for the purpose of
46 determining whether the procedural steps provided in this Agreement have been followed.
47 If the arbitrator determines that procedural steps have not been followed where an exercise
48 of academic judgment is involved, the arbitrator shall direct that the matter be reconsidered
49 by the appropriate decision maker in accordance with relevant procedural steps.

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

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

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

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

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

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

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, and promotion and compensation decisions are not discipline.

Section 3. Termination of a bargaining unit faculty member prior to the expiration of his or her 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 imposition of discipline. Administrative leave and any additional conditions imposed pursuant to this section shall generally be limited to 75 days; however, the 75 day period may be extended for good cause, including but not limited to situations where the complexity of the investigation, the number of witnesses identified, or the volume of

1 information which needs to be gathered and reviewed necessitates more time. The
2 University shall provide written notification indicating how much additional time is
3 necessary and reasons for the extension of the investigation to the faculty member in
4 advance of implementing any such extension. Any additional extension of the leave beyond
5 the timeframe described in the notice to the faculty member shall only be made by mutual
6 agreement between the University and the Union.

7
8 **Section 8.** Action by the University under this Article is not stayed by the filing of a
9 grievance or by arbitration, except by mutual agreement.

10
11 **Section 9.** If a bargaining unit faculty member is absent without leave authorized under this
12 Agreement for 21 consecutive days during any academic or fiscal year, the bargaining unit
13 faculty member may be considered to have abandoned his or her position and voluntarily
14 resigned from employment with the University. Before terminating the bargaining unit
15 faculty member's employment, the University shall attempt to contact the bargaining unit
16 faculty member by phone, at his or her University email address, at his or her personal
17 email address if on file in the Banner system, and by letter mailed to the last address on file
18 in the Banner system, and shall provide the bargaining unit member with at least seven
19 days to respond. The University's attempt to contact the bargaining unit faculty member
20 may occur during the 21-day absence, or after. The University will provide the Union with
21 notice of the termination of a bargaining unit faculty member under this provision.
22 Nothing in this Article shall prohibit the University from reinstating a bargaining unit
23 faculty member to his or her position.

24 25 26 **ARTICLE 25. TERMINATION WITHOUT CAUSE FOR PROGRAM** 27 **ELIMINATION OR REDUCTION**

28
29 **Section 1. Termination without Cause.** A termination of a bargaining unit faculty
30 member without cause under this Article may occur only as a result of eliminations or
31 reductions of programs for financial reasons or for academic reasons as defined in this
32 Article. The employment of a bargaining unit faculty member will not be terminated due
33 to financial exigency during the term of this Agreement.

34
35 **Section 2. Notice to Union.** The University will provide the Union with reasonable
36 notice that the reduction or elimination of a program is under consideration.

37
38 The University will give the Union and affected bargaining unit faculty members at least
39 30 days' notice prior to the effective date of a termination under this Article. The notice
40 will include an explanation of the reason for the termination and the bargaining unit
41 faculty members to be terminated. Upon the request of either party, the Union and the
42 University will meet and discuss the specifics of the proposed terminations.

43
44 **Section 3. Considerations for Termination.** The University will determine which
45 bargaining unit faculty members will be terminated based on the following
46 considerations:

- 47
48 (a) The University will retain bargaining unit faculty members who have the best
49 skills and abilities to accomplish future work. In making such judgment, the

University may consider all appropriate factors, including but not limited to: capacity to meet the needs of the University in the future; performance evaluation history; academic training; professional reputation; teaching effectiveness, research record or quality of scholarly or creative activity; and service to the profession, the University and the community.

- (b) In identifying bargaining unit members for termination, the University will consider its commitment to maintain diversity and its legal obligations regarding affirmative action.

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

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

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

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

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

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

Section 9. Notice of Termination. Bargaining unit faculty members should be informed of a termination under this Article as soon as practicable. Tenured bargaining unit faculty members will be provided at least one year's notice; and tenure-track and career NTTF bargaining unit faculty members shall be given advance notice of at least one year or the duration remaining of their appointment, whichever is shorter. Bargaining unit faculty

1 members scheduled for termination will receive written notice to their university email
2 address or, if the faculty member does not have a university email address, by regular mail
3 to their last address recorded in the Banner system. The notice will include the effective
4 date of termination; the reason for the termination; and a statement of recall rights.

5
6 **Section 10. New Appointments and Reemployment.** If a bargaining unit faculty
7 member's appointment is terminated under this Article, the work of the affected faculty
8 member will not be performed by replacements within a period of three years, unless the
9 affected faculty member has been offered reinstatement and at least 30 days in which to
10 accept or decline it. It is the bargaining unit faculty member's responsibility to keep the
11 university advised of his or her current email address for receipt of such offers. If a
12 bargaining unit faculty member refuses an offer of reemployment under this Section, his
13 or her right to reemployment is extinguished.

14 15 16 **ARTICLE 26. SALARY**

17 18 **Section 1. Across the Board Increases**

- 19 (a) FY 16. On January 1, 2016, all bargaining unit faculty members with
20 appointments in FY 16 will receive a 2.0% increase to their base salary.
21 (b) FY 17. On January 1, 2017, all bargaining unit faculty members with
22 appointments in FY 17 will receive a 0.75% increase to their base salary.
23 (c) FY 18. On January 1, 2018, all bargaining unit faculty members with
24 appointments in FY 18 will receive a 0.75% increase to their base salary.

25 26 **Section 2. Merit Raises**

- 27
28 (a) **FY 16.** There will be no merit raises for fiscal year 2016.
29
30 (b) **FY 17.** The University will establish a pool for merit raises for all Tenure-Track
31 and Tenured faculty equal to 2.25% of the group's total base salary (prorated for
32 FTE) in FY 16. To be eligible for the merit raise, the Tenure-Track or Tenured
33 Professor faculty member must have an appointment on December 31, 2016.

34
35 The University will establish a pool for merit raises for all Career Non-Tenure-
36 Track faculty members equal to 2.25% of the group's total base salary (prorated
37 for FTE) in FY 16. To be eligible for the merit raise, the Career Non-Tenure-Track
38 faculty member must have an appointment on December 31, 2016.

39
40 Merit raises for FY 17 will be effective as of January 1, 2017.

- 41
42 (c) **FY 18.** The University will establish a pool for merit raises for all Tenure-Track
43 and Tenured faculty equal to 2.25% of the group's total base salary (prorated for
44 FTE) in FY 17. To be eligible for the merit raise, the Tenure-Track or Tenured
45 Professor faculty member must have an appointment on December 31, 2017.

46
47 The University will establish a pool for merit raises for all Career Non-Tenure-
48 Track faculty members equal to 2.25% of the group's total base salary (prorated

for FTE) in FY 17. To be eligible for the merit raise, the Career Non-Tenure-Track faculty member must have an appointment on December 31, 2017.

Merit raises for FY 18 will be effective as of January 1, 2018.

Section 3. Funding Contingent Faculty

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

Section 4. Salary Floors

- (a) Effective July 1, 2016, the following minimum salary floors will be in effect for all career NTTF appointments:

i.	PE/Rec	<u>\$26,000</u>
ii.	Research Assistants	<u>\$34,000</u>
iii.	All Others	<u>\$39,000</u>

- (b) The minimum salary floor for Pro Tem and Visiting NTTF will be 90% of the corresponding career floor.
- (c) The minimum salary floor for Postdoctoral Scholars will be the same as subsection (a)(iii) above.

Effective July 1, 2017:

- (a) The minimum salary floor for Postdoctoral Scholars on 12-month appointments will be no less than the amounts set according to the NIH Postdoctoral minimum salary schedule and the floor will be adjusted each year pursuant to that NIH schedule.
- (b) The minimum salary floor for Postdoctoral Scholars on 9-month appointments will be no less than the amounts set in subsection (a)(iii) above.
- (c) Postdoctoral Scholars on 12-month appointments shall not be entitled to any merit or across the board increases pursuant to this Article.

Section 5. Promotion Raises

- (a) All bargaining unit faculty members in the Tenure-Track and Tenured Professor classification who achieve promotion will receive an increase of at least 8% of base salary.

- (b) Full professors who successfully complete their first major review after promotion to full professor in the highest category (exceeds expectations, fully satisfactory, positive evaluation on all criteria) will receive an increase of at least 8% of base salary. Full professors who successfully complete their first major review after promotion to full professor in the second highest category (meets expectations, satisfactory, positive on some but not all criteria) will receive an increase of at least 4% of base salary. Full professors who successfully complete subsequent major reviews will receive an increase of at least 4% of base salary.
- (c) All Career Non-Tenure Track bargaining unit faculty members who achieve promotion will receive an increase of at least 8% salary. These raises will become effective with the next regular appointment concurrent with or following the effective date of the promotion.

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

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

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

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

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

Section 9. Workload Adjustments.

- (a) If a NTTF bargaining unit faculty member has his or her FTE reduced with no demonstrable corresponding reduction in workload, then the bargaining unit faculty member's base salary will be increased in proportion to the FTE reduction.
- (b) If a NTTF bargaining unit faculty member has his or her workload significantly increased with no corresponding increase in FTE, then the bargaining unit faculty member's base salary will be increased in proportion to the workload increase.
- (c) Both parties recognize that professional responsibilities ebb and flow throughout a contract period. The provisions of this section are not meant to address minor or

1 normal fluctuations in workload.

- 2
3 (d) This Section will sunset with the expiration of the terms of the 2015-2018
4 agreement.

5
6 **Section 10. Equity Studies.** During the terms of this Agreement, the University and the
7 Union will meet to examine external equity issues as they relate to faculty. Additionally,
8 the parties will develop a set of external comparators appropriate to the university and
9 gather data that is comparable to the job categories under the Career classification. The
10 goal of this work will be to build a body of external NTTF comparators and have data to
11 inform further discussion about how best to improve the university's recruit, retain, and
12 equitably compensate NTTF during the next round of bargaining.

13
14 **Section 11.** The parties agree to work in good faith toward a memorandum of
15 understanding that will provide a mechanism for the university to study salary equity
16 issues related to gender and other protected classes within the Tenured and Tenure-Track
17 faculty ranks.

18
19 **Section 12. Equity Increase for Librarians.** On January 1, 2016, all Career NTTF
20 employed in the University of Oregon Libraries will receive a 1% raise to base salary as an
21 external equity adjustment.

22
23 **Section 13. Lump Sum Payment.** On November 30, 2015, bargaining unit faculty
24 members shall receive a \$650 lump sum prorated based on their November 2015 FTE.

25 26 27 **ARTICLE 27. PUBLIC EMPLOYEE BENEFITS**

28
29 **Section 1.** Bargaining unit faculty members employed at .50 FTE or greater are eligible,
30 at their option, for medical, dental, and vision insurance through PEBB.

31
32 **Section 2.** The University will continue employer premium contributions at the present
33 95%-5% levels for PEBB medical, dental, and vision benefits chosen by bargaining unit
34 faculty members.

35
36 **Section 3.** Bargaining unit faculty members will have equal access to the same insurance
37 benefits provided by the University to all unclassified university employees on the same
38 terms and conditions.

39
40 **Section 4.** New bargaining unit faculty members and any bargaining unit faculty member
41 who has a break in service for longer than one term will receive written notice of his or
42 her rights under this Article 15 days before the employment start date, when feasible.

43 44 45 **ARTICLE 28. FRINGE BENEFITS**

46
47 **Section 1.**

- 48
49 (a) All bargaining unit faculty members, including those with appointments less than

1 .50FTE, shall have equal access to the fringe benefits and services provided by the
2 University to all unclassified employees as of the effective date of this Agreement,
3 including, but not limited to:

4
5 i. LTD Bus Ridership Program

6
7 ii. Parking permit

8
9 iii. Full faculty access to the University of Oregon Libraries services and
10 collections

11
12 iv. Discounts on athletic tickets

13
14 v. All EMU facilities, programs, and services

15
16 vi. Travel Clinic

17
18 (b) Bargaining unit faculty members with appointments .50 FTE or greater shall have
19 equal access to the fringe benefits and services provided by the University to all
20 unclassified employees with appointments .50 FTE or greater as of the effective
21 date of this Agreement, including, but not limited to:

22
23 i. Tuition discounts provided through tuition discount program

24
25 ii. Professional Development Opportunity Fund

26
27 (c) Bargaining unit faculty members will be subject to any changes in the cost charged
28 to all other unclassified employees for these benefits and services.

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

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

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

45
46 **Section 5.** During the period of this contract, the University will convene a working group
47 by October 1, 2015 to examine best practices in how Universities support child care needs
48 of members of the campus community. The Union shall have two representatives on the

working group. The working group shall present its findings to the Provost by June 15, 2016.

Section 6. 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 7. 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. 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 as set forth by Oregon law.

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

Section 3. ORP. The University will make all employer contributions to the ORP required under ORS 243.800(9) and ORS 243.800(10)(a) and (b). In addition, the University will make the contributions to the ORP for each participating bargaining unit faculty member as required by ORS 243.800(8).

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

(a) If the university is prohibited by law from continuing to make the employee contribution (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 increase the affected bargaining unit faculty member's salary by 6% to the extent permitted by law. If the Legislature, the Higher Education Coordinating Commission, or the State Board of Higher Education 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 243.800(10).

The University will bargain with the Union over any remaining impacts on bargaining unit faculty members' salary after the implementation of this Article.

(b) 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.

ARTICLE 30. BENEFITS FOR ELIGIBLE RETIRED BARGAINING UNIT FACULTY

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

- (a) Post-retirement appointments outside of the Tenure Reduction Program (TRP). The University may offer an appointment to a retired bargaining unit faculty member for other than TRP assignments. The Provost or designee will determine the salary to be paid for such appointments, in accordance with the provisions of this Agreement. The University is not required to hire the retired bargaining unit faculty member at the same salary rate as his or her TRP rate.

The retired bargaining unit faculty member is solely responsible for determining the limits imposed by his or her retirement plan on hours worked or income received and for ensuring that the total amount of work performed does not compromise his or her retirement benefits.

- (b) Retired bargaining unit faculty members whose last pre-retirement FTE on record is .50 or greater may enroll in classes up to the maximum number of credit hours (space permitting). If the class is taken for credit, the bargaining unit faculty member will be charged the discounted staff tuition rate. Retired bargaining unit faculty may audit a class at no charge on a space-available basis with the instructor's permission. These benefits do not extend to family members of retired bargaining unit faculty members.

- (c) Retired bargaining unit faculty members receive a staff discount rate on season tickets for all sports.

- (d) Retired bargaining unit faculty members may join the ERB Memorial Union Craft Center at staff rates.

- (e) Retired bargaining unit faculty members will receive a UO ID card and a University of Oregon email account (subject to the provisions of this Agreement for use of an Oregon email account), and may also request access to the university's network. The retired faculty members' last department of affiliation may request that the retiree be granted access to Active Directory and Exchange.

- (f) Retired bargaining unit faculty members are granted the same access to UO library resources as active faculty.

- (g) Retired bargaining unit faculty members are eligible to receive one parking permit at no cost during terms when the retired faculty member is not on the university payroll, as long as the retired faculty member provides a signed statement from

his or her department head identifying the meaningful contribution to the university made by the retired faculty member. Examples of meaningful contributions may include volunteer work at the university, participating in university events, and course enrollment.

- (g) Retired bargaining unit faculty members may join the Student Recreation Center (SRC) at a reduced membership rate.

ARTICLE 31. TENURE REDUCTION PROGRAM (TRP)

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

Section 2. TRP Options.

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

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

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

Section 3. Future Salary Increases. Bargaining unit faculty members with a signed agreement for either option will be eligible for merit salary increases and will receive 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.

Faculty Leave Bank

Section 2. During the period of this contract, the University will convene a working group by October 1, 2015 to explore the feasibility of instituting a sick leave bank program in lieu of current sick leave policies surrounding sick leave advance. The Union shall have two representatives on the working group. The working group shall present its findings to the Provost by June 15, 2016.

Sick Leave

Section 3. 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 .5 FTE or greater 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 4. Bargaining unit faculty members employed at less than .5 FTE do not earn sick leave. Bargaining unit faculty members employed at less than .5 FTE who need to miss work due to a legitimate illness will not be required to pay for a substitute. If the bargaining unit faculty member's absence does not qualify as FMLA or OFLA leave, the bargaining unit faculty member's pay will not be reduced because of absences related to legitimate illnesses lasting less than five days. If the absence qualifies as FMLA or OFLA leave, those statutes and regulations will apply in lieu of this provision.

Section 5. Bargaining unit faculty members who have earned sick leave credits must use and must record the use of sick leave for any period of absence during the faculty member's regular work hours on a day that the university is open during the term of the employee's appointment, if the absence is due to the employee's illness, injury, pregnancy-related illness or other conditions, medical or dental care, exposure to contagious disease, or attendance upon members of the employee's immediate family (employee's parent(s), spouse or domestic partner, spouse or domestic partner's parent(s), children, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, or another member of the immediate household) where the employee's presence is required because of illness; or for any period of absence that is due to a death in the immediate family of the bargaining unit faculty member or in the immediate family of the bargaining unit faculty member's spouse or domestic partner.

The University may require a physician's certificate to support the sick leave claim for any absence in excess of 15 consecutive days or for recurring sick leave use. The University may require a physician's certificate before allowing the bargaining unit

1 faculty member to return to work to certify that the return would not be detrimental to the
2 bargaining unit faculty member or to others. Transfer of sick leave for use by another
3 university employee is not permitted.
4

5 **Section 6. Disability Insurance.** Bargaining unit faculty members employed at .50
6 FTE or greater are eligible for salary continuance under the Short-Term and Long-Term
7 Disability Insurance policies made available through the University.
8

9 **Section 7. Sick Leave Advance.** Bargaining unit faculty members who earn paid sick
10 leave are also eligible for salary continuance for up to 90 calendar days of absence due
11 to illness through a combination of accrued sick leave and advanced sick leave. Each
12 faculty member employed at 1.0 FTE is entitled to receive a sick-leave-with- pay
13 advance as needed to provide the difference between sick leave earned as of the onset of
14 the illness or injury and 520 hours; faculty employed at less than 1.0 FTE are eligible to
15 receive a sick-leave-with-pay advance proportional to FTE to provide the difference
16 between sick leave earned as of the onset of the illness or injury and a prorate of 520
17 hours. As sick leave is earned, the amount shall replace any sick leave advanced until all
18 advanced time is replaced with earned time. No more than a 520-hour sick leave
19 advance is available during a seven-year period that begins with the first sick leave
20 advance. More than one sick leave advance is possible as long as the total advance does
21 not exceed 520 hours during a seven-year period.
22

23 Bargaining unit faculty members cannot receive an advance that extends beyond the end
24 date of their current contract or appointment except upon written approval of the Provost
25 or designee.
26

27 Qualifying events for sick leave advance are limited to the employee's own health
28 condition or Parental Leave as described in Section 8 of this Article.
29

30 **Section 8.** A bargaining unit faculty member is entitled to transfer to the University of
31 Oregon with all unused sick leave earned with any Oregon public university, provided the
32 break in service prior to transfer does not exceed one month. A bargaining unit faculty
33 member who leaves employment with the university, and then is rehired before the end of
34 the fiscal year of the last day of employment, is entitled to reinstate the previous unused,
35 accrued sick leave. A bargaining unit faculty member who terminates employment is not
36 entitled to compensation for unused sick leave including in the calculation of retirement
37 benefits under PERS.
38

39 **Section 9.** Bargaining unit faculty employed at .50 FTE or greater to teach summer
40 session or to work on summer wage appointments are eligible to accrue and to use sick
41 leave during the period of such appointment as provided in this Agreement.
42

43 **Parental Leave**

44

45 **Section 10.** The University will provide bargaining unit faculty members with unpaid
46 leave upon the birth or adoption of a child as provided by the Family Medical Leave Act
47 (FMLA) and the Oregon Family Leave Act (OFLA).
48

49 **Section 11.** Tenure-track and Career NTTF bargaining unit faculty members may take

1 leave under FMLA or OFLA with pay, in the following manner:
2

- 3 a. **The first 6 weeks.** As part of the first six weeks of leave, the bargaining unit
4 faculty member must use any available Short-Term Disability Insurance
5 benefits, all accrued vacation leave and all but 80 hours of accrued sick leave.
6 If the bargaining unit faculty member does not have sufficient accrued
7 disability insurance benefits and accrued paid leave to cover six weeks with
8 full pay, the University will provide the faculty member with the necessary
9 amount of paid parental leave to allow the faculty member to receive a total of
10 six weeks paid parental leave.
11
- 12 b. **The second 6 weeks.** Bargaining unit faculty members may use accrued sick
13 leave for his or her remaining six weeks of parental leave (for a total of 12
14 work weeks of leave). In the event that the faculty member does not have
15 sufficient accrued sick leave, employees may borrow advanced sick leave for
16 the remainder of the second six work weeks pursuant to Section 7 above.
17 Based on the timing of the birth or adoption, this paid leave may extend into a
18 second term.
19
- 20 c. **The third 6 weeks for mothers who give birth.** Bargaining unit faculty
21 members who give birth and qualify pursuant to the OFLA may take up to an
22 additional 6 weeks of parental leave. The faculty member may use accrued sick
23 leave during this time. Based on the timing of the birth, this paid leave may
24 extend into a second term.
25

26 If both parents are employees of the University, both parents are entitled to parental leave
27 as described in Section 11 (a) and (b) above.
28

29 **Section 12.** A Tenure-track or Career NTTF faculty member who is eligible for leave
30 under the FMLA or OFLA also has the option, within six months after the birth or
31 adoption of a child, to take up to one term of modified duties at full pay status. Modified
32 duties status provides full or partial release from classroom and classroom-related
33 teaching responsibilities at full pay following birth or adoption, without using accrued or
34 advanced sick leave. Any release from or reduction of teaching responsibilities does not
35 mean that the faculty member will be required to carry more than a normal load before or
36 after the leave.
37

38 **Section 13.** Bargaining unit faculty members in the Tenure-Track and Tenured Professor
39 classification who experience pregnancy, childbirth, or the adoption of a child and/or
40 utilize parental leave shall have the option of an additional probationary year before a
41 tenure or promotional review.
42

43 **Vacation Leave** 44

45 **Section 14.** Vacation means absence from work permitting rest and recreation for a
46 specified period of time during which regular compensation continues. Bargaining unit
47 faculty members gain vacation privileges when employed at .50 FTE or more on a 12-
48 month appointment.
49

Section 15. Eligible bargaining unit faculty members accrue vacation on a monthly basis, beginning the first of the month following date of hire or on the first of the month if an employee is hired the first working day of the month. Vacation accrues on the last day of the month and is available for use the first day of the next month, subject to the restrictions in Section 14 of this Article. Faculty members who have a 9-month appointment and are subsequently appointed to a 12-month contract shall receive credit for the previous 9-month appointment on a pro-rata basis.

Eligible bargaining unit faculty members with a 12-month, 1.0 FTE appointment accrue 15 hours of vacation per month; eligible bargaining unit faculty members on a .50 FTE or more 12-month contract accrue vacation in proportion to their FTE.

Section 16. No employee may accrue in excess of 260 hours, and any accrued vacation leave in excess of this cap will be forfeited.

Section 17. If an eligible bargaining unit faculty member transfers to the University of Oregon from another unclassified position at an Oregon public university and remains eligible for vacation accrual, he or she shall transfer all accrued vacation leave to the new position at the university, unless the break in service exceeds 30 days.

Section 18. The accrual of vacation leave is reduced on a pro-rata basis for a period of leave without pay, sabbatical leave and educational leave. Vacation leave is accrued during other periods of paid leave.

Section 19. Bargaining unit faculty members are not entitled to payment for unused vacation leave except upon termination of employment or upon transfer within the university to another position if the faculty member is not eligible for vacation benefits in the new position. The maximum number of hours that can be paid upon termination or transfer is 180 hours.

Section 20. Vacation leaves are scheduled with the approval of the bargaining unit faculty member's supervisor and should be planned cooperatively. Supervisors must be reasonable in allowing the use of vacation leave and may not unreasonably deny vacation requests where the result would be forfeiture of accrued vacation. For purposes of calculation, one normal work day is the equivalent of eight hours of vacation leave for a full-time employee.

Section 21. Bargaining unit faculty members must accurately record all vacation hours used. The transfer of vacation time for use by any another employee of the university is not permitted.

Holidays and Paid Leave During Breaks

Section 22. 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, he or she may take an equivalent amount of time off with pay at a later date, as approved by the bargaining unit faculty member's supervisor:

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

Section 23. Bargaining unit officers of instruction 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, an Officer of Instruction is required to work on campus during one of these paid leaves, that work will be compensated as overload.

Leave Without Pay

Section 24. A bargaining unit faculty member may petition the Provost or designee to be granted leave without pay. The granting of leave without pay is in the discretion of the Provost or designee. If granted, leave without pay may not exceed two academic or fiscal years, depending on the appointment.

Compliance with Laws

Section 25. The University will comply with applicable state and federal laws, including the ADA and the FMLA, regarding leaves and the accommodation of disabilities.

Inclement Weather Policy

Section 26. 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. Sabbatical leave is granted to bargaining unit faculty for purposes of research, writing, advanced study, travel undertaken for observation and study of conditions in our own or in other countries affecting the applicant's field or related scholarly or professional activities. Sabbatical leave is granted when it can be shown that the applicant is capable of using this period in a manner which will thereafter increase the applicant's effectiveness to the university and to the state. Only the Provost or designee can approve applications for sabbatical leave.

Section 2. Eligibility. A bargaining unit faculty member at .5 FTE or greater with the rank of Senior Instructor I or II, Senior Lecturer I or II, Associate Professor, Professor, Senior Research Assistant I or II, Senior Research Associate I or II, Associate Research

1 Professor, Research Professor, Associate Librarian or Senior Librarian may be
2 considered for sabbatical leave:

- 3
- 4 (a) After having been continuously appointed without interruption by a sabbatical
5 leave for 18 quarters (excluding Summer Session) or, in the case of twelve-month
6 faculty, 72 months; or
 - 7
 - 8 (b) After having accumulated the equivalent of 6.0 FTE academic or fiscal years over
9 an indefinite period of nine-month or 12- month appointments uninterrupted by a
10 sabbatical leave.
 - 11
 - 12 (c) Prior service at the ranks of Instructor, Lecturer, Assistant Librarian, Research
13 Assistant, Research Associate, or Assistant Research Professor, when leading to a
14 promotion to a higher rank, may be considered as part of the period of accumulated
15 service for the purposes of the time requirements for sabbatical eligibility.
 - 16

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

21

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

26

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

30

31 **Section 3. Applying for Sabbatical.** Applicants for a sabbatical leave must present a
32 careful statement of plans for the leave period, and a justification of the leave in terms of
33 the criteria stated above. The request must be accompanied by an official application
34 form, a curriculum vitae, and a description of current teaching; scholarship, research and
35 creative activity; service; and other professionally relevant activities.

36

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

43

44 **Section 5.** Salary received by a faculty member during a sabbatical shall be calculated as
45 follows:

- 46
- 47 (a) Salary during sabbatical leave shall be a percentage determined under Section 5
48 (b) or (c) of this Article of the bargaining unit faculty member's annual rate in
49 effect at the time the sabbatical leave begins. The percentage is determined by

1 multiplying the bargaining unit faculty member's base salary rate at the time of
2 sabbatical leave by the average FTE at which the faculty member was appointed
3 during the 6.0 FTE years immediately prior to the sabbatical leave.
4

5 (b) For faculty on 9-month appointment, salary shall be:
6

7 i. One academic year (three terms) on 60% salary determined under Section
8 5(a);
9

10 ii. Two-thirds of an academic year (two terms) on 75% salary determined under
11 Section 5(a);
12

13 iii. One-third of an academic year (one term) on 100% salary determined under
14 Section 5(a).
15

16 (c) For faculty on 12-month appointments, salary shall be:
17

18 i. One year on 60% salary determined under Section 5(a);
19

20 ii. Two-thirds of a year on 75% salary determined under Section 5(a);
21

22 iii. One-third of a year on 100% salary determined under Section 5(a).
23

24 **Section 6.** At the end of the sabbatical leave, the bargaining unit faculty member shall
25 submit a report of the accomplishments and benefits resulting from the leave to the
26 department head, the dean, and the Provost.
27

28 **Section 7.** Each bargaining unit faculty member, in applying for sabbatical leave, shall
29 sign an agreement to return to the university for a period of at least one year's service on
30 completion of the leave. If a bargaining unit faculty member fails to fulfill this obligation,
31 he or she shall repay the full salary paid during the leave plus the health care and
32 retirement contribution paid by the University on his or her behalf during the leave. This
33 amount is due and payable three months following the date designated in the sabbatical
34 agreement for the faculty member to return to the university.
35

36 **Section 8. Supplementing of Sabbatical Incomes.** To the extent approved in writing by
37 the Provost or designee, bargaining unit faculty members on sabbatical leave may
38 supplement their sabbatical salaries to a reasonable degree, provided that such
39 supplementation strictly conforms to the stated and approved purposes of the sabbatical
40 leave.
41

42 **Section 9. Effective Date.** This Article applies to sabbaticals approved after the effective
43 date of this Agreement.
44

45 **ARTICLE 34. JURY DUTY**

46

47
48 When actual jury duty service interferes with the work assignment of a bargaining unit
49 faculty member, he or she shall be entitled to leave with pay for the time away from work
50 required by jury service and may keep any monies paid by the court for the service. Upon

1 receipt of a summons to jury duty, a bargaining unit faculty member will inform his or her
2 immediate supervisor of the date(s) for which the bargaining unit faculty member has
3 been summoned to jury duty and will provide the supervisor with a copy of the summons.
4
5

6 **ARTICLE 35. PROFESSIONAL DEVELOPMENT**

7

8 **Section 1.** The University recognizes the importance of encouraging and supporting
9 bargaining unit faculty members in professional development activities that enhance
10 university instruction; scholarship, research and creative activities; and service and that
11 further the university's academic mission. Professional development extends, but is not
12 limited, to workshops, courses, professional conferences, and participation in professional
13 organizations related to the bargaining unit faculty member's academic discipline and job
14 duties.
15

16 **Section 2.** Every unit will have a policy setting forth the procedures and criteria for
17 applying for and/or distributing available professional development funds.
18 Each college or school will provide language to units to be included in every policy
19 governing professional development. The college or school language will be reviewed and
20 edited by a review committee made up of three University representatives and three Union
21 representatives before being forwarded to departments or units. Final department policies
22 will be approved by the Dean's office.
23

24 Policies must (a) provide that both Career NTTF and Tenure Track and Tenured Professor
25 bargaining unit faculty member are eligible to compete for professional development funds
26 and (b) comply with all provisions of the collective bargaining agreement.
27

28 Policies will be available to faculty by January 1, 2016.
29

30 **Section 3.** For purposes of this Article, "professional development funds" does not include
31 academic support accounts (ASA), external grants or awards which have restrictions on
32 use, or endowment funds which have restrictions on use.
33

34 **Section 4.** Centers, institutes, or units not embedded in an academic unit and comprised of
35 a majority funding contingent faculty members are exempt from the policy requirements of
36 Article 35, Section 2. The use of professional development funds by funding contingent
37 bargaining unit faculty members must comply with the terms and conditions of their
38 sponsored project and all federal and state laws and regulations.
39
40

41 **ARTICLE 36. ETHICS AND PROFESSIONAL RESPONSIBILITY**

42

43 **Preamble.** All persons affiliated with the university have the obligation to uphold the
44 functionality, dignity, and integrity of the university. To fulfill that obligation, faculty
45 members must maintain an environment conducive to integrity in research, scholarly and
46 creative activity; teaching and learning; and service; and conduct themselves at all times
47 with honesty and integrity.
48

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

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

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

22 **ARTICLE 37. CRIMINAL RECORDS CHECKS**

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

- 28 (a) Has direct access to persons under 18 years of age or to student residence
29 facilities because the person's work duties require the person to be present in the
30 residence facility;
- 32 (b) Is providing information technology services and has control over, or access to,
33 information technology systems that would allow the person to harm the
34 information technology systems or the information contained in the systems;
- 36 (c) Has access to information, the disclosure of which is prohibited by state or federal
37 laws, rules or regulations or information that is defined as confidential under state
38 or federal laws, rules or regulations;
- 40 (d) Has direct access to hazardous chemicals and materials and other substances
41 controlled by state or federal laws or regulations;
- 43 (e) Has access to laboratories, nuclear facilities or utility plans to which access is
44 restricted in order to protect the health or safety of the public;
- 46 (f) Has fiscal, financial aid, payroll or purchasing responsibilities as one of the
47 person's primary responsibilities; or
- 49 (g) Has access to personal information about employees or members of the public

including Social Security numbers, dates of birth, driver license numbers, medical information, personal financial information or criminal background information.

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

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

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

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

ARTICLE 38. 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 39. ACCEPTABLE USE OF UNIVERSITY INFORMATION ASSETS

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

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

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

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

Section 4. The use of university information assets by bargaining unit faculty members shall respect the confidentiality of other users’ information. Bargaining unit faculty members shall not attempt to: (i) access third party systems without prior authorization by the system owners; (ii) obtain other users’ login names or passwords; (iii) attempt to defeat or breach computer or network security measures; or (iv) 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, software or network congestion. No use of scramblers, re-mailer services, or

identity-stripping methods is permitted. E-mail may be used for union business as set forth in this Agreement.

Section 7. Subject to law and applicable policy, authorized university personnel with a demonstrably legitimate need may access specific information assets in order to fulfill their official professional responsibilities. Limitations on this authority include the provisions of UO Policy No. 10.00.01, Data Access, requiring that such access must be only to the extent and for such time as a business need exists. The University will notify the Union in a timely manner of the action taken and the reasons for the action.

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

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

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

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

Section 11. A bargaining unit faculty member shall:

- (a) Take reasonable steps to ensure the physical security of university information assets;
- (b) Report missing, lost or stolen university information assets to his or her supervisor immediately; and
- (c) Take reasonable steps to prevent the release of confidential information.

ARTICLE 40. NO STRIKE, NO LOCKOUT

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

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

1 performed by a striking employee assigned to a bargaining unit faculty member shall be
2 considered an overload assignment. Bargaining unit faculty members will not
3 unreasonably refuse to perform such work.

4
5 **Section 3.** The University agrees not to lockout bargaining unit faculty members during
6 the term of the Agreement or during negotiations for a successor Agreement.

7 8 9 **ARTICLE 41. DISTRIBUTION OF THE AGREEMENT**

10
11 **Section 1.** The University will post this Agreement on the Academic Affairs website and
12 notify the Union of its posting within 21 days after the Agreement is signed and ratified
13 by both parties. Deans and directors will send an email notifying current bargaining unit
14 faculty members how to access the posting.

15
16 **Section 2.** The University will include in the initial appointment of new faculty who will
17 occupy a bargaining unit position: (1) notice that the position offered is represented by
18 United Academics; and (2) information as to how to access the Agreement on the
19 Academic Affairs website.

20 21 22 **ARTICLE 42. RIGHTS RESERVED TO THE UNIVERSITY**

23
24 **Section 1.** The University shall retain all of its customary rights, powers and authority,
25 except as limited below.

26
27 **Section 2.** All such rights, powers and authority are subject to the following limitations:

- 28 (a) Those imposed by this Agreement or applicable law;
29
30 (b) The management rights referenced in Section 1 above do not constitute a waiver
31 of, and shall not in any way be deemed to waive, any rights the Union possesses
32 under law to bargain over subsequent changes with respect to mandatory subjects
33 of bargaining.

34 35 36 **ARTICLE 43. TOTALITY OF AGREEMENT**

37
38 **Section 1.** The parties acknowledge that during the negotiations that resulted in this
39 Agreement, the Union and the University had the unlimited right and opportunity,
40 consistent with previously adopted ground rules, to present demands and proposals with
41 respect to any and all matters lawfully subject to collective bargaining. The parties
42 further acknowledge that all of the understandings and agreements arrived at thereby are
43 set forth in this Agreement, and that it shall constitute the entire and sole agreement
44 between the parties.

45
46 **Section 2.** During the term of this Agreement, neither party shall be obligated to bargain
47 collectively with respect to any subject or matter, whether or not referred to or covered by
48 this Agreement, even though such subject or matter may not have been within the
49 knowledge or contemplation of the parties at the time they negotiated or signed this

1 Agreement.

2
3 **Section 3.** Notwithstanding the above, nothing in this Agreement precludes the parties
4 from mutually agreeing in writing to alter, amend, supplement, enlarge, modify or delete
5 provisions of this Agreement.
6

7 8 **ARTICLE 44. SEVERABILITY** 9

10 **Section 1.** It is the expressed intent of the parties that, if any court of competent
11 jurisdiction, government regulation, or decree at any time declares any provision of this
12 Agreement invalid, such decision shall not invalidate the entire Agreement. All other
13 provisions not declared invalid or not incomparable therewith shall remain in full force
14 and effect.
15

16 **Section 2.** Should either party believe that a court of competent jurisdiction, government
17 regulation or decree has declared any provision of this Agreement invalid, they may
18 request that the parties enter into expedited bargaining as per ORS 243.698.
19
20

21 **ARTICLE 45. NEGOTIATION OF SUCCESSOR AGREEMENT** 22

23 **Section 1.** For the purpose of negotiating a successor Agreement, the Union will send
24 written notice to the University no later than 180 days prior to the expiration of this
25 Agreement indicating its desire to negotiate a successor Agreement.
26

27 **Section 2.** Prior to commencement of negotiations, the Union and the University shall
28 provide written notice to the other specifying those subjects or sections of the Agreement
29 proposed to be reopened and new subjects for negotiation.
30

31 New issues may be proposed by either party at the first meeting where proposals are
32 exchanged or later by mutual agreement. Those sections of this Agreement not reopened
33 by said notices or by subsequent mutual agreement shall automatically become a part of
34 any successor Agreement. Negotiation of the successor Agreement shall begin no later
35 than 150 days prior to the expiration of this Agreement or such date thereafter as may be
36 mutually agreed upon by the parties.
37

38 **Section 3.** The Union agrees to schedule a ratification vote by the membership within two
39 weeks, excluding finals week, of the date of signing a tentative agreement with the
40 University on a successor Agreement. If the parties reach agreement during the summer,
41 the parties may mutually agree to delay ratification of the Agreement until the second
42 week of Fall term.
43

44 **Section 4.** This Agreement will expire on June 30, 2018. The parties will comply with
45 the applicable provisions of ORS Chapter 243 in negotiating a successor Agreement and
46 with regard to rights, obligations and procedure if a successor Agreement is not signed
47 prior to the expiration of this Agreement.
48

1
2 **ARTICLE 46. DEFINITIONS**
3

4 As used in this Agreement:
5

6 “Academic year” means, generally, the period from September 15th through the date of
7 commencement the following June.
8

9 “Days” means calendar days.
10

11 “Department or unit” means the lowest level academic subdivision to which a faculty
12 member is appointed. A bargaining unit faculty member’s department or unit, for
13 example, could be a school or college, or a department or unit within a school or college.
14 If a bargaining unit faculty member performs work for more than one department or unit,
15 his or her “department of unit” for purposes of this Agreement is the one to which the
16 faculty member is officially appointed.
17

18 “Department or unit head” means the person immediately in charge of a bargaining unit
19 faculty member’s department or unit. For example, the “department or unit head” could
20 be a program head, department head, dean, or vice president, depending on the
21 circumstances.
22

23 “Fiscal year” means the 12-month period from July 1 through June 30 of the following
24 year.
25

26 “NTTF” means faculty in Non-Tenure Track Faculty classifications.
27

28 “TTF” means faculty in the Tenure-Track and Tenured Professor classification.
29

30 “OUS” means Oregon University System.

Freedom of Inquiry and Free Speech

Last Updated: 07/01/2010

Effective Date: 07/01/2010

Responsible University Office And Contact Person

[Academic Affairs](#) [1]

[Doug Blandy](#) [2]

Policy Number:

01.00.16

Reason for Policy:

To describe University policy and commitment regarding free speech and freedom of inquiry.

Policy Statement:

The University of Oregon values and supports free and open inquiry. The commitment to free speech and freedom of inquiry described in this policy extends to all members of the UO community: Faculty, staff, and students. It also extends to all others who visit or participate in activities held on the UO campus.

Free speech is central to the academic mission and is the central tenet of a free and democratic society. The University encourages and supports open, vigorous, and challenging debate across the full spectrum of human issues as they present themselves to this community. Further, as a public institution, the University will sustain a higher and more open standard for freedom of inquiry and free speech than may be expected or preferred in private settings.

Free inquiry and free speech are the cornerstones of an academic institution committed to the creation and transfer of knowledge. Expression of diverse points of view is of the highest importance, not solely for those who present and defend some view but for those who would hear, disagree, and pass judgment on those views. The belief that an opinion is pernicious, false, and in any other way despicable, detestable, offensive or "just plain wrong" cannot be grounds for its suppression.

The University supports free speech with vigor, including the right of presenters to offer opinion, the right of the audience to hear what is presented, and the right of protesters to engage with speakers in order to challenge ideas, so long as the protest does not disrupt or stifle the free exchange of ideas. It is the responsibility of speakers, listeners and all members of our community to respect others and to promote a culture of mutual inquiry throughout the University community.

Access to UO facilities and space is governed by a complementary policy, [Scheduling Use of UO Facilities](#). [3]

Exclusions and Special Situations:

The UO recognizes the contribution made by the University of Michigan policy statements and practice guides in this formulation of UO Policy.

Forms/Instructions:

[Scheduling Use of UO Facilities](#). [3]

Who is Governed by this Policy:

All staff, faculty, students, and visitors at the University.

Who Should Know This Policy:

Anyone who visits or participates in activities held on the UO campus.

Reviewed and Approved By:

Richard W. Lariviere, President

Date: 12/28/2010

Issued by:

Senior Vice President and Provost

Date: 06/07/2010

Revision History:

Revision 1:

In January 2010, the Provost charged a work group, led by Russ Tomlin, to review and revise the current Campus Speakers policy. The work group included representatives from the faculty (Margie Paris-Law, Tim Gleason-SOJC), administration (Brian Smith-VPFA, Kathie Stanley-VPSA, and Beverlee Stilwell-Provost Office) and General Counsel (Randy Geller). The workgroup was also supported administratively by Pam Palanuk and Marilyn Skalberg.

The workgroup developed a draft policy that was discussed with the Faculty Advisory Council, the Deans, and Leadership Council. The draft policy was posted for comment on both the Provost's and Senate websites.

The final version incorporating revisions based on the ensuing feedback was reviewed and adopted by the Senate with minor revisions at its last meeting of May 26, 2010. The policy was approved by the Executive Leadership Team on June 7, 2010.

12/28/2010 Approved by President. [signature document](#) [4]

Links:

[1] <http://academicaffairs.uoregon.edu/>

[2] <mailto:dblandy@uoregon.edu>

[3] <http://policies.uoregon.edu/policy/by/1/04000-facilities/scheduling-use-facilities>

[4] http://policies.uoregon.edu/files/policy-library/uploads/Lariviere_12-28-10_approval.pdf

1 Dated: October ___, 2015

2

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2
3
4 **MEMORANDUM OF UNDERSTANDING**

5
6 **BETWEEN:** United Academics (UA)

7
8 **AND:** University of Oregon (UO)

9
10 **RE:** One-time Reclassification of Adjunct Faculty

11
12 **RECITALS:**

13
14 A. UA is the exclusive representative of a bargaining unit comprised of faculty of the
15 University of Oregon (except for those faculty excluded by law or agreement). UO is the
16 employer of the faculty.

17
18 B. UA and UO are negotiating the first collective bargaining agreement (CBA)
19 which will include an article defining the classifications and ranks for bargaining unit
20 faculty members. In general, faculty members are employed in specific positions. The
21 positions are classified; the faculty members holding them are ranked. All positions will
22 be classified according to the system described in Article 15, Classification and Rank.
23 All faculty members must be identified with a classified position and hold a particular
24 rank within that classification.

25
26 C. The parties intend this MOU to govern a one-time reclassification of positions and
27 current adjunct faculty members upon the implementation of the parties' first CBA.

28
29 **AGREEMENTS:**

30
31 1. As soon as practicable after the effective date of the CBA, the head of each
32 department or unit will examine the position held by each bargaining unit faculty member
33 in the department or unit classified as adjunct according to the following:

34
35 a. Review of short term appointments: If the bargaining unit faculty member has
36 held her or his position for all or part of AY 2011-12 and AY 2012-13 and has
37 been issued a contract for all or part of AY 2013-14, then the position held by that
38 faculty member will be classified as ADJUNCT unless the head and bargaining
39 unit faculty member agree that the intention of the appointment was that it would
40 be an ongoing appointment. If the faculty member and head so agree, then the
41 position and faculty member will be considered under the review of long-term
42 appointments (b) below.

43
44 b. Review of long term appointments: If the bargaining unit faculty member,
45 currently classified as ADJUNCT, has served in the same position for three
46 academic years prior to AY 2013-14 and has been issued a contract for AY 2013-
47 14, then her or his position and appointment to that position will be considered as
48 follows:

(1) If the head determines that the position is ongoing without substantial changes in assigned work and that the faculty member has performed in that position to the standards of the unit as published or practiced, then the head shall define the position as a CAREER position according to Article 15 and the incumbent shall be directly appointed to that position at the lowest rank in the classification. If the unit head determines that the position will substantially change in assignment or FTE, then (3) below applies.

(2) If the head, utilizing the department or unit's established review process, determines that the position is ongoing but that the incumbent has not performed to the standards of the unit as published or practiced, then the position shall be defined as a CAREER position according to Article 15 and the incumbent will be appointed to that position for the remainder of the contract year. The faculty member will be reviewed prior to contract renewal in accordance with Article 19. If she or he is not renewed, she or he will receive the notice as required by Article 16.

(3) If the unit head determines that the position is not ongoing beyond the current (AY 2013-14) contract, then the position will remain classified as ADJUNCT. Since the retained adjunct position will have exceeded the three year duration allowed under Article 16, the position will be eliminated at the end of the AY 2013-14, unless it is being continued as an adjunct position for pedagogical or programmatic reasons as defined in Section 13 of Article 16. If the work formerly assigned to the eliminated position is made part of a new position, the new position may combine responsibilities formerly assigned to more than one adjunct position but cannot be classified as ADJUNCT except for legitimate pedagogical or legitimate programmatic reasons as defined in Section 13 of Article 16. If the reviewed position is ongoing, but will change substantially in work assigned or FTE, then the position will be replaced with a new, Career NTTF position reflecting the changes.

New positions created as a result of this process may be filled through either internal or external searches at the discretion of the head and with the approval of the appropriate dean or vice president, and the Provost or designee.

(4) If the faculty member disagrees with the decision of the unit head in (3) regarding whether the faculty member's position was ongoing, she or he may challenge the head's decision through the grievance process (Article 22). Decisions about contract renewal beyond AY 2013-14 will be governed by Articles 16, 19, and 25.

1
2
3
4 c. Other appointments. For faculty members and positions not included in (a) or
5 (b), these positions will be classified as ADJUNCT and their incumbents
6 appointed according to Article 15.
7

8 2. All reclassifications to CAREER positions are retroactive to July 1, 2013 (for 12-
9 month appointments) or September 16, 2013 (for 9-month appointments).
10

11 3. Department or Unit Restructuring. Following the initial reclassification process
12 in which all positions are classified according to (1), units may choose to take no further
13 action (and so will continue the slate of CAREER positions established during the
14 process and will continue or eliminate adjunct positions according to the CBA). Units
15 may instead choose to restructure non-tenure track positions (e.g. by combining positions
16 into higher FTE positions or by converting remaining adjunct positions into career
17 positions). In this case, the unit or department shall develop a plan describing the
18 changes and establishing a timeline for implementation. Any changes to CAREER
19 positions must be done according to Articles 15, 16, 19, and 25. Plans will be developed
20 by the unit head in consultation with all departmental faculty.
21

22 4. Promotion Review. The appointment of faculty to newly reclassified positions
23 will be at the lowest rank of the classification. Prior service to the University in either
24 ADJUNCT or CAREER positions will count toward a faculty member's eligibility for
25 promotion. Faculty members with six or more years of service prior to AY 2013-14 with
26 an average appointment of at least .4 FTE will be eligible to be considered for promotion
27 to the next rank during AY 2013-14 following Article 19. Faculty members who are
28 successfully promoted to the next rank within their classification who have more than six
29 years of service at .4 FTE or greater may count these additional years toward their
30 eligibility to be considered for promotion to the next highest rank. For example, if a
31 faculty member has nine years of service as an adjunct and is appointed to a CAREER
32 position, then she or he may be considered for promotion immediately. If the faculty
33 member is promoted, then she or he will have three years toward promotion to the next
34 level and so may be considered for the next promotion in the third year following the first
35 promotion. Faculty members considered under this MOU with fewer than six years of
36 prior service may count these years toward future promotion eligibility.

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2
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4 **MEMORANDUM OF UNDERSTANDING**
5

6 **BETWEEN:** United Academics (UA)
7

8 **AND:** University of Oregon (UO)
9

10 **RE:** Joint Committee Regarding Intellectual Property Article
11

12 **RECITALS:**
13

14 A. UA and UO have reached an agreement on an initial collective bargaining agreement.
15 That agreement does not address the subject of Intellectual Property.
16

17 B. The parties desire to address the subject of Intellectual Property on the following
18 terms.
19

20 **AGREEMENTS:**
21

22 1. Within 30 days of the ratification of the collective bargaining agreement, each
23 party will designate three persons to participate in discussions designed to produce
24 agreement on the full range of issues raised at the bargaining table with respect to
25 proposed Article 51, Intellectual Property. Recommendations produced by this working
26 group will be forwarded to the University and to United Academics for possible revision
27 and approval. Any agreement reached will be incorporated into the collective bargaining
28 agreement as memoranda of understanding.
29

30 2. Until final approval of any agreement by the parties and its incorporation into the
31 collective bargaining agreement, the status quo regarding intellectual property will be
32 maintained.
33
34
35
36