

1 **UNITED ACADEMICS PROPOSAL**

2
3 **PREAMBLE**

4
5 This Agreement is between the Administration of Oregon State University and United
6 Academics of Oregon State University, American Association of University Professors -
7 American Federation of Teachers, AFL-CIO.

8
9 Oregon State University is the institution of higher education, composed of faculty, students,
10 and staff, which employs Oregon State University faculty. The Board of Trustees and
11 President, along with their designees (referred to throughout as the Administration), are
12 charged by law with the responsibility to manage and administer the affairs of the institution.

13
14 United Academics of Oregon State University (referred to throughout as United Academics) is
15 composed of the teaching and research faculty of Oregon State University (except those excluded
16 by law or agreement). United Academics is, by law, the exclusive representative of faculty
17 members for purposes of negotiating the terms and conditions of their employment with Oregon
18 State University.

19
20 The intent and purpose of this Agreement is to establish the working conditions of faculty
21 members; to further faculty members' pursuit of excellence and innovation; and to ensure the
22 success of Oregon State University's mission to promote economic, social, cultural, and
23 environmental progress for the people of Oregon, the nation, and the world.

24
25 The Parties recognize that good faith collective bargaining is a means of achieving this
26 purpose and that such collaboration will contribute to the interests of Oregon State
27 University.
28

1 **UNITED ACADEMICS PROPOSAL**

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3 **RECOGNITION**

4
5 **Section 1.** Pursuant to the certification by the Oregon Employment Relations Board on June 27,
6 2018, United Academics of Oregon State University is the exclusive representative of all faculty
7 members employed by Oregon State University with rank (including those on Academic Wage
8 Appointments), as well as Postdoctoral Scholars and Postdoctoral Fellows, but excluding: (1)
9 confidential employees; (2) faculty employed as a president, vice president, provost, vice
10 provost, dean, associate dean, assistant dean, head or equivalent position; (3) faculty employed in
11 an administrative position without a reasonable expectation of teaching, research, or other
12 scholarly accomplishment; (4) unclassified employees with No Rank; (5) faculty who are not
13 considered supervisory under ORS 243.650(23)(c)(C) but supervise other faculty with rank
14 (including those on Academic Wage Appointments), Postdoctoral Scholars, and/or Postdoctoral
15 Fellows.

16
17 **Section 2.** The parties agree the work currently assigned to bargaining unit employees is
18 bargaining unit work and cannot be assigned to non-bargaining unit employees.
19

1 UNITED ACADEMICS PROPOSAL

2
3 ACADEMIC FREEDOM

4
5 **Preamble.** Academic freedom has been defined and codified in the 1940 Statement of Principles
6 on Academic Freedom and Tenure formulated by the American Association of University
7 Professors and the Association of American Colleges (now the American Association of
8 Colleges and Universities). The Statement was subsequently endorsed by over 240 scholarly
9 societies and expanded to include the 1970 Interpretive Comments. The Parties to this
10 agreement unconditionally endorse the body of law contained in these AAUP documents.

11
12 United Academics and the Administration agree that academic freedom is essential to the
13 mission of the university. The university serves the common good through teaching, research,
14 outreach, engagement, and service. The fulfillment of these functions rests upon the preservation
15 of academic freedom. A faculty member shall be free, without fear of institutional censorship,
16 reprisal, or discipline, to discuss all relevant matters in the classroom, to explore all avenues of
17 research, scholarship, and creative expression, and to speak freely on all matters of university
18 governance.

19
20 United Academics and the Administration therefore affirm that academic freedom is a right
21 protected by this Agreement in addition to faculty members’ constitutionally protected freedom
22 of expression and is fundamental to faculty members’ responsibility to seek and to state truth as
23 they see it. The Administration and its representatives shall protect any faculty member against
24 influences, from within or without the university, which would restrict the faculty member in the
25 exercise of their academic freedom.

26
27 **Section 1. Teaching and Research.** Faculty members shall have the freedom to:

- 28 a. Teach and engage, both in and outside of the classroom. Faculty members must
29 be able to disseminate the results of their own research and that of others to
30 students, the public, and others in their profession and to train students to think
31 about these results for themselves. Such training often occurs in an atmosphere
32 of controversy that, so long as it remains in a broad sense educationally relevant,
33 actively assists students in mastering the subject and appreciating its
34 significance.
- 35 b. Select instructional materials and define course content, subject to an academic
36 unit’s ordinary control over curriculum. The Faculty Senate must approve
37 written agreements, contracts, or memoranda of understanding with curricular
38 impact before the Administration may enter into such agreements with external
39 entities.
- 40 c. Determine grades. The grade a faculty member determines for a student’s
41 performance shall not be changed without the faculty member’s consent, except

1 when faculty members with expertise in the course material involved establish
2 that either:

- 3 i. There was discrimination against a student in determining the grade or the grade was
4 imposed without proper authority; or
- 5 ii. The faculty member's assessment of the student's performance is not supported by an
6 accepted pedagogical practice or was substantially inconsistent with the basis for
7 evaluation that the faculty member specified for the course.
- 8 d. Conduct research and creative work and publish, display, or otherwise disseminate the
9 results.

10
11 **Section 2. Service.** Faculty members shall have the freedom to:

- 12 a. Participate in the system of shared governance and seek to contribute to the functioning of
13 their academic unit and the university.
- 14 b. Discuss and critique academic policy, university governance, or other matters pertaining
15 to the health of the university.

16
17 **Section 3. Extramural Expression.** As to matters outside the area of the faculty member's
18 scholarly interest, the faculty member has the right to enjoy the same freedoms as other individuals,
19 including political rights and privileges, without fear of institutional censorship, reprisal, or
20 discipline.

21 When faculty members speak or write as members of the public, they should not indicate that
22 they are speaking for the university. They may identify their university affiliation so long as no
23 university sponsorship or endorsement is stated or implied.

1 UNITED ACADEMICS PROPOSAL

2
3 NON-DISCRIMINATION

4
5 **Section 1.** United Academics and the Administration recognize not only a legal obligation to
6 faculty members but also a moral and educational responsibility to achieve equal employment
7 opportunity and non-discrimination within the university. The Administration, United
8 Academics, and faculty members shall engage in no discrimination on the basis of race, creed,
9 color, sex, religion, national origin, citizenship status, ancestry, genetic information, pregnancy,
10 marital status, domestic partnership status, familial status, age, body size, education level,
11 disability, veteran status, sexual orientation, gender identity or expression, or any other
12 extraneous considerations not directly and substantially related to effective performance.

13
14 **Section 2.** The Administration affirms its obligations as a federal contractor with regard to
15 affirmative action. United Academics and the Administration recognize that the purpose of
16 affirmative action is to provide equal opportunity to women, people of color, queer and
17 transgender people, and other affected groups to achieve equity at the university. To this end,
18 the Administration shall implement programs, policies, and practices to facilitate the
19 recruitment, appointment, retention, and professional development of such groups and to
20 ensure equitable opportunities for faculty members to receive salary adjustments, tenure,
21 multi-year appointments, promotion, sabbaticals, and other benefits.

22
23 **Section 3.** The Administration will offer all faculty members training regarding unlawful
24 discrimination. A faculty member shall complete any training regarding unlawful
25 discrimination that is required by the Administration. Faculty members will ordinarily be
26 required to repeat such training regarding unlawful discrimination no more frequently than
27 once every five years.

28
29 **Section 4.** Neither the Administration nor United Academics shall unlawfully discriminate
30 against, intimidate, restrain, coerce, or interfere with any faculty member because of, or with
31 respect to, their lawful union activities, including participation in a grievance, membership, or
32 the right to refrain from such activities or membership. In addition, there shall be no
33 discrimination against any faculty member in the application of the terms of this Agreement
34 because of membership or non-membership in United Academics.

1 **UNITED ACADEMICS PROPOSAL**

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3 **CONSULTATION**

4
5 **Section 1.** United Academics and the President of the University or their designee agree to meet
6 at the request of either Party to discuss matters pertinent to the implementation or administration
7 of this Agreement, or other mutually acceptable matters. The Parties shall meet within seven
8 days of receipt of written request for a meeting. The request shall contain an agenda of items to
9 be discussed.

10
11 **Section 2.** There shall be a labor-management committee consisting of: the Assistant Provost for
12 Academic Employee and Labor Relations, the Chief Human Resources Officer, and up to three
13 additional representatives from Administration; and the President, Vice President of Grievances,
14 and up to three additional representatives from United Academics. The committee shall meet
15 monthly, unless otherwise agreed to by both parties, to discuss any matters concerning faculty or
16 other issues of joint concern.

17
18 **Section 3.** Once per academic term, the Administration will convene a labor-management
19 meeting involving all employee unions at Oregon State University for the purposes of discussing
20 university-wide labor and management issues.

21
22 **Section 4.** Any meetings held as provided in sections 1, 2, and 3 of this Article shall not
23 constitute or be used for the purposes of contract negotiations. Neither shall such meetings be
24 used in lieu of the grievance procedures outlined in Article XX.
25

1 **UNITED ACADEMICS PROPOSAL**

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3 **NO STRIKE, NO LOCKOUT**

4
5 **Section 1.** United Academics, on behalf of its officers, agents, affiliates, and members, agrees
6 not to engage in a strike or other interruption of work during the term of the Agreement or
7 during negotiation of a successor Agreement.
8

9 **Section 2.** The Administration agrees not to lockout faculty members during the term of the
10 Agreement or during negotiation of a successor Agreement.
11

12 **Section 3.** In the event that a faculty member is unable to perform their work because
13 equipment or facilities are not available due to a strike or work interruption by other
14 employees of the university, such inability to provide work shall not be deemed a lockout, and
15 the faculty member shall not suffer any subsequent loss of pay or benefits.
16

1 UNITED ACADEMICS PROPOSAL

2
3 ACADEMIC CLASSIFICATION

4
5 **Section 1.** The Administration shall assign each faculty member the classification, category, and
6 rank that most closely reflect the duties described in their contract and position description.

7
8 **Section 2.** At the time of hire, the Administration shall assign each faculty member a rank within
9 the classification and category described in the job posting.

10
11 Nothing shall preclude a faculty member from being assigned and performing other duties not
12 described in their specific classification, category, or rank as long as those duties are consistent
13 with their position description.

14
15 **Section 3. Tenure-Track Classification**

16 The Tenure-Track classification is all paid appointments wherein a person is designated by the
17 Administration as eligible for tenure or has been granted tenure by the Provost.

- 18 a. **Professor:** is a tenure-track paid appointment with duties in all three areas:
19 instruction, scholarship, and service. Librarians whose positions carry an
20 expectation for scholarship are in the professor category. Ranks are Assistant
21 Professor, Associate Professor, and Professor, in ascending order.
22 b. **Instructor (Tenure-Track):** is a tenure-track paid appointment with an
23 expectation of at least 15% scholarship in addition to primary duties in
24 instruction, advising, and design and development of courses and curriculum.
25 Ranks are Instructor, Senior Instructor I, and Senior Instructor II, in ascending
26 order.
27

28 **Section 4. Fixed-Term Classification**

29 The Fixed-Term classification is all paid appointments wherein a person is not eligible for
30 tenure.

31 a. **Fixed-Term Professorial Categories**

- 32 1. **Professor (Clinical):** is a fixed-term paid appointment with an
33 expectation of 5–15% scholarship and primary duties in the area of
34 clinical instruction or research. Ranks are Assistant Professor (Clinical),
35 Associate Professor (Clinical), and Professor (Clinical), in ascending
36 order.
37 2. **Professor (Extension):** is a fixed-term paid appointment with an
38 expectation of more than 15% scholarship and primary duties in the areas
39 of instruction, scholarship, and service. Use of Professor (Extension)
40 positions shall be limited to instances where funding is more than 50%
41 non-recurring or the programming is limited in duration (2–6 years).
42 Ranks are Assistant Professor (Extension), Associate Professor
43 (Extension), and Professor (Extension), in ascending order.

- 1 3. **Professor (Practice):** is a fixed-term paid appointment with an
2 expectation of 5–15% scholarship and primary duties in professionally
3 related community education and service. Ranks are Assistant Professor
4 (Practice), Associate Professor (Practice), and Professor (Practice), in
5 ascending order.
- 6 4. **Professor (Senior Research):** is a fixed-term paid appointment with
7 primary duties in scholarship, including developing and conducting
8 research and securing grant, contract, and other funds which support at
9 least 50% of the position. Ranks are Assistant Professor (Senior
10 Research), Associate Professor (Senior Research), and Professor (Senior
11 Research).

12 b. **Fixed-Term Instructional Categories**

- 13 1. **Instructor:** is a fixed-term paid appointment with primary duties in the
14 area of undergraduate and graduate instruction. Instructor duties may
15 include advising and mentoring responsibilities as well as design and
16 development of courses and curriculum. Ranks are Instructor, Senior
17 Instructor I, and Senior Instructor II, in ascending order.
- 18 2. **Instructor (PAC):** is a fixed-term paid appointment with primary duties
19 in the area of instruction of Physical Activity Courses (PAC). Instructor
20 (PAC) duties may include advising and mentoring responsibilities as well
21 as design and development of courses and curriculum. Ranks are
22 Instructor (PAC), Senior Instructor I (PAC), and Senior Instructor II
23 (PAC), in ascending order.

24 c. **Fixed-Term Research Categories**

- 25 1. **Faculty Research Assistant:** is a fixed-term paid appointment for people
26 who have earned a bachelor's or master's degree or have equivalent
27 professional experience. Primary duties are in the area of research. Faculty
28 Research Assistants work as members of a research team under the direct
29 supervision of other faculty researchers. Ranks are Faculty Research
30 Assistant, Senior Faculty Research Assistant I, and Senior Faculty
31 Research Assistant II.
- 32 2. **Research Associate:** is a fixed-term paid appointment for people who
33 have earned the terminal degree relevant to the appointment. Primary
34 duties are in the area of research, and are typically undertaken as part of a
35 research team or lab. Ranks are Research Associate, Senior Research
36 Associate I, and Senior Research Associate II.

37 d. **Postdoctoral Categories**

- 38 1. **Research Associate (Postdoctoral):** is a fixed-term paid appointment for
39 people who have earned the terminal degree relevant to the appointment.
40 Primary duties are in the area of research, and are typically undertaken as
41 part of a research team or lab. Faculty in Research Associate
42 (Postdoctoral) positions may be converted to Research Associate positions
43 upon reappointment. Research Associates (Postdoctoral) with successful
44 annual evaluations shall be converted to Research Associate positions
45 upon the fourth appointment.

- 1 2. **Postdoctoral Scholar:** is a fixed-term paid appointment for people who
2 have earned the terminal degree relevant to the appointment within the
3 previous five years. Primary duties are in the area of research, and are
4 typically undertaken as part of a research team or lab. Postdoctoral
5 Scholars work in a mentored position where faculty mentors and the
6 Administration provide training and professional development designed to
7 support successful development as an independent scholar. At the time of
8 appointment, hiring documentation should include an articulated program
9 of mentoring with an identified mentor. Postdoctoral Scholar positions
10 may not extend beyond a three-year maximum term.
- 11 3. **Postdoctoral Fellow:** is a fixed-term paid appointment for people funded
12 by sources external to OSU. Postdoctoral Fellows have formal affiliations
13 with OSU research programs and typically work as part of a research team
14 or lab. Mentorship and scholarship expectations are determined by the
15 funding organization.
- 16 e. **Visiting Professor Category:** is a fixed-term paid appointment of limited
17 duration (up to two years).

18
19 **Section 5.** When a faculty member's position is reclassified from the fixed-term classification
20 into the tenure-track classification, a new national search is always required to fill the position.
21 For other reclassifications or recategorizations, if the incumbent's original search was national in
22 scope and they have had successful annual evaluations, a national search is not required.

23
24 **Section 6.** Faculty members shall have the right to petition the Provost to have their position
25 recategorized if they believe that their position was categorized incorrectly at the time of first
26 hire or their position has evolved to more closely resemble a different position. The Provost shall
27 respond to the petition within sixty days. If a petition for recategorization is denied, the Provost
28 shall include the reasons for denial in their response. Following denial of a petition for
29 recategorization, a faculty member may petition again after completion of at least one additional
30 year of service in the position.

31
32 When a position is recategorized through this process, the faculty member will be assigned a new
33 rank equivalent to their rank in the former category.

34
35 **Section 7.** A reclassification or recategorization shall take effect at the beginning of the next
36 fiscal year, contract renewal, academic year, or other date as approved by the Provost.

37
38 **Section 8.** A change in rank within a category requires a promotion.

39
40 **Section 9. Performance of Bargaining Unit Work**

- 41 a. Non-student employees of the university whose primary job duties include teaching
42 or research are appropriately classified in bargaining unit positions unless they also
43 supervise bargaining unit members.

- 1 b. Non-student employees who are assigned to teach courses, conduct research, or
2 perform any other forms of bargaining unit work shall receive appointments with the
3 appropriate bargaining unit classification, category, and rank for the portion of their
4 work assignment dedicated to performing bargaining unit work. Such assignments
5 shall in no case be made if doing so jeopardizes the employment of current bargaining
6 unit employees.
- 7 c. Graduate Employees are granted teaching and research assistantships for the purpose
8 of providing financial support and training for the individual graduate students,
9 enhancing the overall graduate programs of the university, and providing academic
10 support for faculty. These considerations shall be the primary rationale for the
11 distribution of such support among the academic units and the assignment of
12 individual Graduate Employees. Such distribution and assignment shall not be
13 effected in such a manner as to displace a current bargaining unit member.
14

1 **UNITED ACADEMICS PROPOSAL**

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3 **SEPARABILITY**

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5 It is the expressed intent of the Parties that if any court of competent jurisdiction, government
6 regulation, or decree at any time declares any provision of this Agreement invalid, such decision
7 shall not invalidate the entire Agreement. All other provisions not declared invalid or not
8 incompatible therewith shall remain in full force and effect. Upon the request of either party,
9 both parties shall enter into negotiations for the purpose of attempting to arrive at a mutually
10 satisfactory replacement for such invalidated provision as per ORS 243.698.
11

1 **UNITED ACADEMICS PROPOSAL**

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3 **RELEASE TIME**

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5 **Section 1:** The Administration shall provide United Academics with an annual pool equivalent to
6 three 12-month full-time positions of release time for the purposes of conducting union business,
7 including, but not limited to, contract administration, grievances, and participation in United
8 Academics' governance, including its state and national affiliates.

9
10 **Section 2:** For each of the two terms prior to the expiration of this Agreement, the
11 Administration shall provide an additional pool of two 12-month full-time positions for
12 distribution to the United Academic's negotiating team for the purposes of preparation and
13 attendance of negotiating sessions.

14
15 **Section 3:** United Academics may purchase the equivalent of up to two 12-month full-time
16 positions each academic year. United Academics will reimburse the Administration at the
17 appropriate buyout rate.

18
19 **Section 4.** United Academics will notify the Administration as far in advance as possible of the
20 particular faculty members who shall receive release time in order to permit adequate coverage
21 of work assignments. In situations where a faculty member receives less than full release for a
22 given term, the faculty member will work with their immediate supervisor to determine which
23 portions of the faculty member's work will be released.

24
25 **Section 5.** Service for United Academics will count as university service for the purposes of
26 review, promotion, and tenure decisions.
27

1 **UNITED ACADEMICS PROPOSAL**

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3 **PERSONNEL FILES**

4
5 The purpose of this Article is to specify the means of implementation of ORS 352.226, Public
6 Universities: Personnel records; standards; exemptions.
7

8 **Section 1.** The Administration’s maintenance of faculty members’ personnel files and
9 personnel records and a faculty member’s access to those files and records shall be in
10 accordance with established university policy.
11

12 **Section 2.** A faculty member shall have the right to inspect each of their three legally
13 permissible evaluative files, or any other employee record kept by the Administration, upon
14 reasonable request during normal operating hours and may be accompanied at the location of the
15 file by a representative of their choice.
16

17 A faculty member shall have the right to receive a copy of each of their three legally permissible
18 evaluative files, or any other employee record kept by the Administration, within ten days of a
19 reasonable request at no cost to the faculty member.
20

21 A faculty member shall have the right to receive a copy of any investigative report used as a
22 basis of discipline against the faculty member at no cost.
23

24 Access to personnel files or other employee records as described in this section are subject to the
25 limitations of applicable state and federal laws.
26

27 **Section 3.** A faculty member is entitled to submit, for placement in any personnel files or
28 other employee record, evidence rebutting, correcting, amplifying, or explaining any
29 document contained therein.
30

31 **Section 4.** If a faculty member should become aware that any of their personnel files or other
32 employee records contain errors of fact or omission, the faculty member may petition the
33 Provost in writing to remove or correct the information.
34

1 **UNITED ACADEMICS PROPOSAL**

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3 **DISTRIBUTION OF THE AGREEMENT**

4
5 **Section 1.** The Administration will post this Agreement on the Human Resources website and
6 notify United Academics of its posting within twenty-one days after the Agreement is signed
7 and ratified by both parties. Supervisors and academic unit heads will send an email notifying
8 current faculty members how to access the posting.

9
10 **Section 2.** The Administration will include in job postings and notices of appointment for
11 bargaining unit work that the position offered is represented by United Academics and
12 information on accessing the Agreement on the Human Resources website.

13
14 **Section 3.** The Administration agrees to provide United Academics, without charge, 100 copies
15 of the Agreement within sixty days.
16

1 **UNITED ACADEMICS PROPOSAL**

2
3 **GRIEVANCE PROCEDURE**

4
5 **Preamble.** The Parties encourages the resolution of grievances through informal means and
6 discussion in keeping with the collegial atmosphere of a university. The Parties are also
7 committed to a formal procedure for consideration of grievances that are not resolved through
8 informal processes.

9
10 **Section 1.** The objective of this Article is to secure a fair and equitable resolution of grievances
11 at the lowest possible step of the grievance procedure.

12
13 **Section 2.** A grievance is an allegation there has been a violation or misapplication of a
14 university rule, policy, procedure, standard, and/or Agreement provision.

15
16 **STEP 1 – INFORMAL**

17 **Section 3.**

18 Prior to filing a formal grievance a faculty member is encouraged to discuss the grievance with
19 their supervisor(s). The supervisor(s) shall respond to the grievant verbally or in writing within
20 fourteen days.

21
22 **STEP 2 – FORMAL**

23 **Section 4.**

24 If a grievance is not resolved to the satisfaction of the grievant at the informal stage, or if the
25 grievant chooses to bypass the informal stage, the grievant may file a formal written grievance.
26 A Step 2 grievance shall be filed with the dean, director, or executive officer in charge of the
27 college-level unit.

28
29 **Section 5.** The formal grievance must be filed within sixty days of the time the faculty member
30 knew or by reasonable diligence should have known of the acts that gave rise to the grievance.
31 The Administration shall extend the sixty day filing requirement if the grievant initiated the
32 grievance at the informal level within sixty days of the of the time the faculty member knew or
33 by reasonable diligence should have known of the acts that gave rise to the grievance.

34
35 **Section 6.** The written grievance must contain:

- 36 a. the grievant's name;
37 b. the approximate date and nature of the act or omission which gave rise to the grievance;
38 c. the rule, policy, standards, procedure, and/or Agreement provision alleged to have been
39 violated or misapplied;
40 d. the remedy requested by the grievant.

1 **Section 7.** The dean, director, unit executive officer, or the respective designee shall meet with
2 the grievant and their representative (if desired by the grievant) within twenty-one days of receipt
3 of the written grievance. The grievance meeting will be scheduled at a mutually agreeable time
4 and location. Grievants who are assigned to work at locations more than thirty miles from the
5 Corvallis campus shall be able to participate in the hearing via teleconference.

6
7 The dean, director, unit executive officer, or the respective designee shall send a written decision
8 to the grievant within twenty-one days of receipt of the grievance.

9
10 **STEP 3 – FACULTY GRIEVANCE COMMITTEE**

11 **Section 8.** If the decision of the dean, director, or unit executive officer is not satisfactory to the
12 grievant, the grievant may file a written appeal with the Faculty Grievance Committee within
13 twenty-one days of receipt of the written decision, stating why the response at the previous level
14 is not satisfactory. This step is optional to the grievant. The grievant may bypass the Committee
15 and file a Step 3 grievance directly with the President.

16
17 **Section 9.** The Faculty Grievance Committee shall meet with the grievant and their union
18 representative within thirty days of receipt of the written grievance. The Faculty Grievance
19 Committee hearing will be scheduled at a mutually agreeable time and location. Grievants who
20 are assigned to work at locations more than thirty miles from the Corvallis campus shall be able
21 to participate in the hearing via teleconference.

22
23 **Section 10.**

24 At the Faculty Grievance Committee hearing, the faculty member shall present their case first,
25 followed by the person or persons who are the object of the grievance. Thereafter, the faculty
26 member shall have an opportunity to respond.

27
28 Each party shall have a right to call and examine witnesses and to introduce exhibits or other
29 documents. The members of the Faculty Grievance Committee may question any witness and
30 may call additional witnesses.

31
32 If the grievant so chooses, they may be accompanied or represented by any other person at the
33 hearing.

34
35 Either party may provide for and obtain a sound recording of the hearing.

36
37 The hearing shall be open to the public at the option of the grievant to the extent allowed by law.
38 Deliberations of the Faculty Grievance Committee, however, shall not be open to the public or
39 the parties.

1 The Faculty Grievance Committee's report shall be made in the form of a written
2 recommendation to the President. It shall be based only upon evidence presented at the hearing.
3 The recommendation shall include a description of the complaint, the evidence the Faculty
4 Grievance Committee collected, and its conclusions and recommendations for disposition of the
5 case.

6
7 The recommendations shall be sent to the grievant, to the President, and to the dean, director, or
8 executive officer in charge of the unit out of which the grievance arose within sixty days of
9 receipt of the appeal to the Committee.

10
11 The President shall review the decision of the Committee and shall deliver a written decision to
12 the grievant, the Faculty Grievance Committee, and to the dean, director, or executive officer in
13 charge of the unit out of which the grievance arose within thirty days of receipt of the
14 Committee's recommendation.

15
16 If the President rejects or modifies the recommendations of the Committee, the reasons shall be
17 stated in the decision.

18 19 **STEP 3 - PRESIDENT**

20 **Section 11.** If the decision of the dean, director, or unit executive officer at Step 2 is not
21 satisfactory to the grievant, the grievant may file a written appeal with the President within
22 fourteen days of receipt of the written decision, stating why the response at the previous level is
23 not satisfactory.

24
25 **Section 12.** The President shall meet with the grievant and their representative (if desired by the
26 grievant) within twenty-one days of receipt of the written grievance. The grievance meeting will
27 be scheduled at a mutually agreeable time and location. Grievants who are assigned to work at
28 locations more than thirty miles from the Corvallis campus shall be able to participate in the
29 hearing via teleconference.

30
31 **Section 13.** The President will consider all information submitted and discussed during the
32 grievance meeting. Prior to issuing a decision, the President may interview any person or review
33 any document concerning the grievance to supplement the record. The President's decision
34 should list any person interviewed or document reviewed that was not presented during the
35 grievance meeting.

36
37 **Section 14.** The President shall send a written decision to the grievant within thirty days of the
38 grievance meeting.

39 40 **GENERAL PROVISIONS**

1 **Section 15.** If United Academics is the grievant, the grievance shall be filed no later than sixty
2 days following the date the union knew or by reasonable diligence should have known of the acts
3 that gave rise to the grievance. Grievances filed by United Academics will be filed at Step 3 with
4 the President.

5
6 **Section 16.** Grievances alleging prohibited discrimination must be filed within 180 calendar days
7 following the date the grievant knew or by reasonable diligence should have known of the acts
8 that gave rise to the grievance.

9
10 Grievances alleging discriminatory harassment must be filed within 365 calendar days following
11 the date the grievant knew or by reasonable diligence should have known of the acts that gave
12 rise to the grievance.

13
14 Grievances alleging prohibited discrimination or discriminatory harassment shall be filed at Step
15 3 with the President.

16
17 **Section 17.** If the grievant so chooses they may be accompanied or represented by any other
18 person at the hearing.

19
20 **Section 18.** If the Administration fails to respond within the time limits at any step in this
21 grievance process, the grievance will be deemed to be upheld and the remedy requested shall be
22 granted to the extent possible under law and/or the provisions of this Agreement.

23
24 **Section 19.** An individual filing a grievance in good faith or otherwise participating in any of the
25 actions authorized under these grievance rules shall not be subject to retaliatory action of any
26 kind by any employee of Oregon State University.

27

1 Under no circumstances may an arbitrator direct that a faculty member be awarded tenure or
2 promotion.

3
4 The arbitrator shall have no authority:

- 5 a. to award monetary damages, fines, or penalties, except for back pay or benefits;
- 6 b. to make a decision limiting or interfering in any way with the powers, duties, or
7 responsibilities of the Administration which have not been expressly limited by this
8 Agreement.

9
10 **Section 7.** The arbitrator shall issue a decision within thirty days of the close of the hearing
11 unless the parties have agreed to additional time. The decision of the arbitrator shall be in
12 writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.
13 The decision of the arbitrator shall be final and binding upon the Parties as to the issues
14 submitted, provided that either party may seek judicial review of the decision as provided by
15 law.

16
17 **Section 8.** All fees and expenses of the arbitrator shall be paid by the Party not prevailing in the
18 matter.

19
20 Each Party shall bear the cost of preparing and presenting its own case. Expenses of witnesses,
21 if any, shall be borne by the Party calling the witness. The costs of any transcripts of the
22 hearing required by the arbitrator shall be divided equally between the Parties and each Party
23 will be furnished a copy. If either Party wishes a transcript of the hearing, it may have one
24 made at its own expense and shall be under no obligation to provide the arbitrator or the other
25 party with a copy.

26
27 **Section 9.** The compensation of any faculty member called as a witness and/or serving as the
28 United Academics representative in an arbitration hearing shall not be reduced. Every effort
29 shall be made to avoid unduly disrupting the work of any faculty member called to serve as a
30 witness.

31

1 **UNITED ACADEMICS PROPOSAL**

2
3 **TOTALITY OF AGREEMENT**

4
5 **Section 1.** The Parties acknowledge that during the negotiations that resulted in this
6 Agreement, United Academics and the Administration had the unlimited right and opportunity,
7 consistent with previously adopted ground rules, to present demands and proposals with
8 respect to any and all matters lawfully subject to collective bargaining. The Parties further
9 acknowledge that all of the understandings and agreements are set forth in this Agreement and
10 that it shall constitute the entire agreement between the Parties.

11
12 **Section 2.** During the term of this Agreement, United Academics and the Administration agree
13 that neither party shall be obligated to bargain collectively with respect to any subject or matter
14 covered by this Agreement. Notwithstanding these limitations, if the Administration seeks to
15 change a term or condition of employment for faculty, including those terms and conditions
16 established by duly adopted policy, the Administration shall be obligated to bargain the impact
17 of such change under ORS 243.698.

18
19 **Section 3.** The Administration will notify United Academics at least thirty calendar days
20 before the effective date of any changes over which it has a duty to bargain under ORS
21 243.698. If United Academics believes a proposed change is subject to the ORS 243.698
22 bargaining obligation, it may file a demand to bargain within fourteen calendar days of
23 notification of the proposed change.

24
25 **Section 4.** Notwithstanding the above, nothing in this Agreement precludes the Parties from
26 mutually agreeing in writing to alter, amend, supplement, enlarge, modify, embiggen, or delete
27 provisions of this Agreement.
28