

1 UNITED ACADEMICS PROPOSAL

2
3 NOTICE OF APPOINTMENT

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5 **Section 1.** The Administration will provide each faculty member with a written notice of
6 appointment at time of hire and at each contract renewal. Faculty members have the right to a
7 meeting with their supervisor and academic unit head to discuss the provisions of their notice of
8 appointment before they sign it.

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10 **Section 2.** The notice of appointment shall include, but not be limited to the following:

- 11 a. Effective date of appointment
- 12 b. 9- or 12-month appointment
- 13 c. Rank
- 14 d. Review unit, for joint or multiple appointments
- 15 e. Duration of appointment
- 16 f. Credit for prior service, if applicable
- 17 g. Date of eligibility for promotion and/or tenure
- 18 h. Salary
- 19 i. FTE
- 20 j. Unit or departmental information on criteria and procedure for the annual review, tenure,
21 and promotion, including supervisor(s) responsible for the annual review.

22
23 **Section 3. Joint Appointments.** A joint appointment is one appointment that spans two or
24 more units, schools, and/or colleges. At the time of hire or appointment, a memorandum will be
25 completed specifying expectations for tenure and/or promotion and identifying how the
26 evaluation processes will be handled among the units. The memorandum is not valid unless
27 approved in writing by the faculty member and the supervisors or academic unit heads.

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29 **Section 4. Multiple Appointments.** A multiple appointment describes when a faculty member
30 has separate appointments in one or more units, schools, and/or colleges. At the time of the
31 second or subsequent hire or assignment, a memorandum will be completed specifying
32 expectations for tenure and/or promotion review and identifying how the promotion process
33 will be handled. The memorandum is not valid unless approved in writing by the faculty
34 member and the supervisor(s) or academic unit head(s).

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36 **Section 5. Tenure-Track and Tenured Faculty.** These appointments confirm institutional
37 commitment for employment in the faculty member's assigned academic unit.

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39 Faculty on annual tenure appointments have an expectation of appointment until their tenure
40 review. An unsuccessful tenure review will result in a terminal appointment of one year. Tenure
41 is continued indefinitely except in the case of tenure relinquishment, termination for cause,
42 financial exigency, or program reductions or terminations following the guidelines established in
43 this Agreement in Article XX.

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45 **Section 6. Fixed-Term Appointments Without Promotion.** Faculty members on fixed-term
46 appointments who have not achieved promotion will receive an appointment of at least one year,

1 renewable annually. These faculty members will receive a renewal or non-renewal notice at least
2 four months prior to the expiration of their appointment. Decisions to non-renew fixed-term
3 faculty members who have not achieved promotion are at the discretion of the Administration.
4

5 **Section 7. Fixed-Term Appointments With Promotion.** Faculty members on fixed-term
6 appointments who have achieved promotion will receive extended fixed-term appointments of at
7 least two years. These faculty members will receive a renewal or non-renewal notice at least
8 sixteen months prior to the expiration of their appointment. A renewal notice will provide an
9 appointment of at least the duration of the prior appointment.
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11 Faculty members on fixed-term appointments who have achieved promotion may only be non-
12 renewed for the following reasons:

- 13 a. Two consecutive unsuccessful annual reviews; or
- 14 b. Lack of resources to continue funding the faculty member's position; or
- 15 c. Curricular or programmatic reasons.
16

17 **Section 8. Non-renewal Review.** For faculty members on fixed-term appointments who have
18 achieved promotion, non-renewal notices must be approved by the Provost. The non-renewal
19 notice shall include a written statement documenting the reason for non-renewal.
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21 Faculty members on fixed-term appointments who have achieved promotion may appeal a non-
22 renewal notice. Within ten days of receiving the notice, the faculty member will notify the
23 Provost of their intent to appeal the non-renewal notice.
24

25 The faculty member may appeal on the following grounds:

- 26 a. One or more of their annual reviews was inaccurate; or
- 27 b. There are resources to continue the position; or
- 28 c. There is ongoing curricular or programmatic need for the position.
29

30 The Provost will forward the non-renewal notice and the faculty member's appeal letter to a
31 committee appointed and authorized by the Faculty Senate for review. Within twenty-one days
32 of receiving the non-renewal appeal documents, the Faculty Senate committee will make a
33 recommendation to the Provost to uphold or overturn the non-renewal decision.
34

35 **Section 9.** The Administration supports and encourages the creation of faculty appointments at
36 0.50 FTE or above. The Administration may not appoint a faculty member to an FTE below 0.50
37 to preclude providing benefits.
38

39 **Section 10.** Faculty members who have achieved promotion may not have their appointment
40 FTE reduced without mutual agreement.
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42 In the event of course cancellation for insufficient enrollment:

- 43 a. The Administration will work with the affected faculty member to determine if it is
44 possible to replace the course assignment with an equivalent course assignment within
45 the same appointment period and academic year.
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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.

Examples of such work include, but are not limited to, the following:

- i. advising;
- ii. determining course equivalencies for transfer credit;
- iii. assessment projects;
- iv. curriculum development;
- v. substitute teaching;
- vi. recruiting for study abroad programs.

The equivalent, alternative assignment must be completed during the same term the cancelled course was scheduled.

1 UNITED ACADEMICS PROPOSAL

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3 POSITION DESCRIPTIONS

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5 **Section 1.** All faculty members must have a position description that describes their current
6 duties. The position description should be maintained on file in the faculty member's academic
7 unit. The purpose of this document is to create common expectations among the individual
8 faculty member, their supervisor(s), and any other person or group asked to evaluate the faculty
9 member's performance.

10
11 **Section 2.** A position description should be developed at the time of initial appointment and
12 reviewed every year as part of the annual review of each faculty member. The position
13 description shall be revised as the faculty member's job duties change. Each revision must be
14 signed by the supervisor(s) and faculty member.

15
16 A faculty member with a joint appointment or multiple appointments should have their position
17 description developed in conjunction with their multiple supervisors.

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19 **Section 3.** Faculty members are engaged in a wide variety of activities, including teaching,
20 advising, research, scholarship and creative activity, service, extension, librarianship, and other
21 assignments. The allocation of effort assigned to each of these activities should be specified in
22 the position description as a percent of FTE and should add up to 100%. Development of the
23 position description should be done in consultation with the faculty member.

24
25 Allocation of FTE for each responsibility should be based on the time assigned to that duty. If
26 the faculty member is employed at less than 1.0 FTE, the distribution of FTE, how it is totaled to
27 the composite FTE, and how this will impact expectations for promotion and/or tenure should be
28 clearly stated in the position description.

29
30 **Section 4.** Faculty on Fixed-Term Professorial appointments shall be allocated FTE for
31 scholarship and creative activity. Expectations for scholarship and creative activity shall be
32 described in the position description of each faculty member on a Fixed-Term Professorial
33 appointment.

34
35 **Section 5.** To promote access to shared governance, acknowledge service work performed by
36 faculty members, and allow for fair evaluation in the promotion and/or tenure process, all faculty
37 shall be allocated FTE for service to the university or profession. Expectations for service shall
38 be described in the position description of each faculty member.

39
40 **Section 6.** Position descriptions shall clearly identify expected contributions to equity, inclusion,
41 and diversity.

42
43 **Section 7.** Disputes between the faculty member and the supervisor over assigned duties and
44 position descriptions should be resolved through mediation. The parties agree to form a standing
45 Position Description Joint Labor-Management committee made up of three members from each

1 Party and one member appointed by the President of the Faculty Senate to investigate and
2 resolve disputes over assigned duties.

3
4 **Section 8.** The Parties anticipate that many current position descriptions are non-existent or out-
5 of-date and do not accurately reflect the duties assigned to and expected of faculty members.
6 Development and revision of position descriptions is a collaborative process that should be done
7 deliberately and thoughtfully. Therefore, the parties agree that the requirements of this Article
8 will be completed over the life of this Agreement.

9
10 Each supervisor or academic unit head should begin the process of bringing position descriptions
11 up-to-date by sending each faculty member their position description for review within three
12 months of the ratification of this Agreement. Within a month of receiving their position
13 description, faculty members should detail the parts of their position description that do not
14 match their current assigned duties.

15
16 In the absence of a position description, the supervisor or academic unit head should meet with
17 the faculty member to begin the process of creating a position description, as described in this
18 Article.

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20 Over the course of AY20, supervisors and academic unit heads shall meet with individual faculty
21 members to review and revise their position descriptions. Because accurate position descriptions
22 are essential to the promotion and/or tenure process, supervisors and academic unit heads should
23 ensure that position descriptions for faculty members eligible for promotion and/or tenure during
24 AY21 are completed before the promotion and/or tenure process begins.

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26 Disputes between the faculty member and the supervisor or academic unit head over assigned
27 duties and position descriptions will be resolved through the Position Description Joint Labor-
28 Management committee established by Section 7.

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UNITED ACADEMICS PROPOSAL

ANNUAL REVIEW

Preamble. Regular review of faculty members can improve the quality of the teaching, research, and service functions of Oregon State University and help faculty members achieve academic excellence. In addition, the review will benefit individual faculty members by informing employment and compensation decisions and assuring that they are regularly informed of their status. Such a review, ideally, will include input from colleagues and students from the faculty member's own academic unit, colleagues and students from other appropriate academic units, and relevant stakeholders.

Section 1. Procedures, policies, and criteria for the Annual Review are developed by each academic unit, with faculty input.

Unit-level policies, procedures, and criteria for Annual Reviews will be published on unit-level websites and included as an addendum to the Faculty Handbook. Faculty will be sent a link to the unit-level policy at the beginning of each new appointment.

Section 2. Frequency of Review. Each year, all faculty members will receive an Annual Review annually.

Section 3. Initiation of the Annual Review. The initiation of the review is the responsibility of the supervisor, academic unit head, review committee chair, or the appropriate administrative officer.

Section 4. Nature of the Review. In each instance, the Annual Review shall include:

- a. a written assessment of the faculty member's progress in fulfilling the duties described in their position description;
- b. the sources of information used as the basis for evaluation; and
- c. an assessment as to whether the faculty member was exceeding, meeting, or not meeting expectations.

In all instances, the review shall be based only on material that is appropriate to the faculty member's position description and performance of assigned responsibilities.

The faculty member must be provided the opportunity to read and initial the Annual Review and furnish written comments, explanations, and/or rebuttal materials.

Section 5. Disposition of the Annual Review. The review, including the assessment, a statement of the sources of information used, and any rebuttal materials provided by the faculty member, will be placed in the faculty member's personnel file. Disagreements on the contents of the file should be handled through Article XX, Personnel Files.

1 **Section 6.** On September 1, each school, college, or division shall send to both the Provost's
2 Office and United Academics a report of all Annual Reviews conducted the previous academic
3 year describing the number of faculty who were assessed as exceeding expectations, meeting
4 expectations, and not meeting expectations.

1 UNITED ACADEMICS PROPOSAL

2
3 PERSONNEL FILES

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5 **Section 1.** The ~~University Administration~~ will comply with applicable state and federal laws and
6 ~~University~~ policy regarding ~~bargaining-unit~~ faculty personnel files and records, standards, and
7 exemptions.
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9 **Section 2.** Subject to the limitations of applicable state and federal laws, a faculty member shall
10 have the right to inspect each of their personnel files and records upon reasonable request during
11 normal operating hours and may be accompanied at the location of the files or records by a
12 representative of their choice.
13

14 **Section 3.** Subject to the limitations of applicable state and federal laws, a faculty member shall
15 have the right to receive a copy of their files or records within ten days of a reasonable request at
16 no cost to the faculty member.
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18 **Section 4.** Subject to the limitations of applicable state and federal laws, a faculty member shall
19 have the right to receive a copy of investigative findings and reports used as a basis of discipline
20 against the faculty member at no cost.
21

22 **Section 5.** Faculty should proactively ensure their files and records are up-to-date and
23 complete. A faculty member is entitled to submit, for placement in any personnel files or
24 records, evidence rebutting, correcting, amplifying, or explaining any document contained
25 therein.
26

27 **Section 6.** If a faculty member becomes aware that any of their personnel files or records
28 contain errors of fact or omission, the faculty member may petition the Provost in writing to
29 remove or correct the information.

1 UNITED ACADEMICS COUNTER PROPOSAL

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3 SAVINGS
4 SEPARABILITY

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6 ~~Should: 1. any part of this Agreement or any provision(s) contained herein be rendered invalid~~
7 ~~by reason of any subsequently enacted legislation; or 2. any part of this Agreement be~~
8 ~~determined to be illegal or invalid by a court or agency of competent jurisdiction; or 3.~~
9 ~~compliance with or enforcement of any provision be restrained by such a court or agency~~
10 ~~pending a final determination as to its validity; such part or provision(s) shall not invalidate the~~
11 ~~remaining portions of this Agreement, and they shall remain in full force and effect. By mutual~~
12 ~~agreement, or as required by law, the parties shall enter into bargaining to address the invalidated~~
13 ~~provisions.~~

14
15 **Section 1. Savings.** In the event any words or sections of the collective bargaining
16 agreement are declared to be invalid by any court of competent jurisdiction, by ruling by
17 the Employment Relations Board, by statute or constitutional amendment, or by inability of
18 the employer or the employees to perform to the terms of the agreement, such part or
19 provision(s) shall not invalidate the remaining portions of this Agreement, and they shall remain
20 in full force and effect.

21
22 **Section 2. Negotiation.** In the event any words or sections of the collective bargaining
23 agreement are declared to be invalid by any court of competent jurisdiction, by ruling by
24 the Employment Relations Board, by statute or constitutional amendment, or by inability of
25 the employer or the employees to perform to the terms of the agreement, then upon
26 request by either Party the invalid words or sections of the collective bargaining agreement
27 shall be reopened for negotiation.

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29 Except by mutual agreement, within fourteen calendar days after the request for
30 negotiation the Parties will meet to bargain.

31
32 The expedited bargaining process shall cease ninety days after the request for negotiation
33 is sent. At any time during the 90-day period, the Parties jointly may agree to mediation,
34 but that mediation shall not continue past the 90-day period from the date the request for
35 negotiation was sent. Neither party may seek binding arbitration during the 90-day period.