

UNITED ACADEMICS
of
OREGON STATE UNIVERSITY

INITIAL PROPOSALS

as of
JUNE 17, 2019



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UNITED ACADEMICS PROPOSAL

PREAMBLE

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

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

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

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

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

1 UNITED ACADEMICS PROPOSAL

2
3 RECOGNITION

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

UNITED ACADEMICS PROPOSAL

ACADEMIC FREEDOM

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

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

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

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

- a. Teach and engage, both in and outside of the classroom. Faculty members must be able to disseminate the results of their own research and that of others to students, the public, and others in their profession and to train students to think about these results for themselves. Such training often occurs 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.
- b. Select instructional materials and define course content, subject to an academic unit's ordinary control over curriculum. The Faculty Senate must approve written agreements, contracts, or memoranda of understanding with curricular impact before the Administration may enter into such agreements with external entities.
- c. Determine grades. The grade a faculty member determines for a student's performance shall not be changed without the faculty member's consent, except when faculty members with expertise in the course material involved establish that either:
 - i. There was discrimination against a student in determining the grade or the grade was imposed without proper authority; or

- 1 ii. The faculty member's assessment of the student's performance is not supported by an
2 accepted pedagogical practice or was substantially inconsistent with the basis for
3 evaluation that the faculty member specified for the course.
4 d. Conduct research and creative work and publish, display, or otherwise disseminate the
5 results.

6
7 **Section 2. Service.** Faculty members shall have the freedom to:

- 8 a. Participate in the system of shared governance and seek to contribute to the functioning
9 of their academic unit and the university.
10 b. Discuss and critique academic policy, university governance, or other matters pertaining
11 to the health of the university.

12
13 **Section 3. Extramural Expression.** As to matters outside the area of the faculty member's
14 scholarly interest, the faculty member has the right to enjoy the same freedoms as other
15 individuals, including political rights and privileges, without fear of institutional censorship,
16 reprisal, or discipline.

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

UNITED ACADEMICS PROPOSAL

FACULTY GOVERNANCE

Section 1. The Faculty Senate and its Committees ("Faculty Senate") has authority to establish, review, and modify policy in those areas specified in the Faculty Senate Constitution and Bylaws and by tradition. These areas currently include, but are not limited to:

- a. academic policies, educational standards, curricula, and academic regulations;
- b. recommendations to the President of Oregon State University concerning the welfare of the faculty;
- c. admissions standards and prerequisites;
- d. requirements for regular certificates and degrees;
- e. regulations regarding attendance, examinations, grading, and scholastic standing;
- f. professional standards and criteria for evaluating positions accorded academic rank;
- g. academic organization, including the establishment or elimination of colleges and academic units and the reorganization of the general university and college academic structure;
- h. other academic matters referred to it by the Board of Trustees, the Administration, the faculty of an academic unit, college, extension service, Libraries, or other members of the university community; and
- i. approval of the academic calendar prepared by the Registrar.

Section 2. While the Board of Trustees, acting directly or through its authorized agents, retains final authority as to all matters of institutional governance, as described in Article xx, Management Rights, it is recognized that the faculty, acting through the Faculty Senate, shall review, recommend, and participate in the formulation of policy with regard to:

- a. institutional priorities;
- b. the allocation and utilization of the university's human, fiscal, and physical resources;
- c. the creation, appointment, and promotion of academic and policy-level administrative officers, deans, and directors, including all those at the budget management level whose functions are university-wide;
- d. the selection of the University President, Provost, Vice Presidents, and Vice Provosts whenever those offices become vacant or are created;
- e. admissions procedures;
- f. allocation of internal scholarships and aid;
- g. the Libraries' acquisitions, holdings, and funding;
- h. support services, including the Research Office, as they affect scholarly activities and research;
- i. administrative procedures and organizational structures;
- j. the regulations concerning and the awarding of honorary degrees; and
- k. the distribution of F&A funds.

Section 3. United Academics, as the certified bargaining agent, retains the exclusive right to negotiate the terms and conditions of employment for members of the bargaining unit.

1 **Section 4.** The policies and standards contained in the Policy and Standards Manual and the
2 Faculty Handbook will be incorporated by reference into this Agreement, except where modified
3 by this Agreement. In the event of anticipated changes to the policies and standards, the
4 Administration will notify United Academics in writing of anticipated changes that impose a
5 duty to bargain. United Academics will respond within fourteen days, by either submitting a
6 demand to bargain or waiving the right to bargain.

7
8 **Section 5.** All faculty members have the right to serve on academic unit, college, and university
9 committees with an appropriate, fair, and contractually recognized FTE service allowance.

10
11 All faculty members have the right to FTE allocated for service. All faculty members have the
12 right to participate fully in matters of academic unit governance, including attending meetings
13 and voting on all issues, except for promotion and tenure decisions if precluded by unit- or
14 college-level policy.

15
16 **Section 6.** The Administration will ensure that faculty who work in remote locations will have
17 the opportunity to participate fully in academic unit, college, and university governance.

UNITED ACADEMICS PROPOSAL

NON-DISCRIMINATION

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

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

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

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

UNITED ACADEMICS PROPOSAL

SEXUAL HARASSMENT, BULLYING, AND DISCRIMINATION

Section 1. Definitions.

- a. Sexual harassment is any unwelcome sexual advance, request for sexual favor, or other verbal or physical conduct of a sexual nature when:
 - i. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
 - ii. Submission to or rejection of such conduct by an individual is used as the basis for employment-related decisions affecting such an individual; or
 - iii. Such conduct is sufficiently severe or pervasive that it has the effect, intended or unintended, of unreasonably interfering with an individual's work performance because it has created an intimidating, hostile, or offensive environment and would have such an effect on a reasonable person.
 - iv. A single isolated incident of sexual harassment may create a hostile environment if the incident is sufficiently severe. The more severe the conduct, the less need there is to show a repetitive series of incidents to establish the existence of a hostile environment, particularly if the harassment is physical. Conduct that is pervasive or persistent, even if not severe, may also create a hostile environment.
 - v. Sexual harassment may be targeted at any gender, although it is far more commonly directed against women and transgender people.
- b. Bullying is defined as conduct of any sort directed at another that is severe, pervasive, or persistent, and is of a nature that would cause a reasonable person in the victim's position substantial emotional distress and undermine their ability to work or participate in their regular life activities, and actually does cause the victim substantial emotional distress and undermines the victim's ability to work or participate in their regular life activities. Bullying can be directed at people regardless of their race, ethnic background, age, gender, sexual orientation, or other identities.
- c. It is prohibited discrimination when a person is subjected to unfair or prejudicial treatment on the basis of race, creed, color, sex, religion, national origin, citizenship status, ancestry, marital status, domestic partnership status, familial status, age, body size, education level, disability, veteran status, sexual orientation, gender identity or expression, membership or non-membership in or activity on behalf of or in opposition to United Academics, or any other extraneous considerations not directly and substantially related to effective performance.

Section 2. Creating a University Free of Sexual Harassment, Bullying, and Discrimination.

United Academics and the Administration share a goal of creating a university free of sexual harassment, bullying, and discrimination.

The Parties agree that the right to work in an environment free of sexual harassment, bullying, and discrimination is a fundamental right of all faculty members.

The Parties recognize that protecting faculty members from job-related sexual harassment, bullying, and discrimination, and protecting those who have experienced such acts, is an

1 obligation of both Parties. The Parties commit to take all necessary steps to create and maintain a
2 work environment free of sexual harassment, bullying, and discrimination. The Parties agree that
3 this will be a shared and ongoing responsibility.
4

5 The Parties further recognize that the trainings, structures, and all other steps and initiatives
6 necessary to accomplish their goal will require active involvement of and input from faculty
7 members.
8

9 The Parties agree that an environment free of sexual harassment, bullying, and discrimination
10 cannot be achieved unless any and all faculty members who have such complaints are
11 encouraged to come forward to report their complaints, knowing that they will be fully protected
12 from retaliation in processing all complaints made in good faith, and that the Administration and
13 United Academics will diligently, respectfully, and vigorously address all such complaints.
14

15 The Parties acknowledge that sexual harassment, bullying, and discrimination are societal
16 problems, not limited to the workplace. These issues are, however, prevalent and persistent in the
17 workplace and at universities, among workers of all races, genders, ages, and sexual orientations.
18 As such, the Administration and United Academics both have a clear responsibility as well as a
19 unique opportunity to address these workplace issues in an intelligent and lasting way.
20

21 **Section 3. Preventing Incidents of Sexual Harassment, Bullying, and Discrimination.**

22 The Administration's policies on sexual harassment, bullying, and discrimination must focus
23 both on prevention and remediation.
24

25 To further the objective of prevention, all relevant training programs, university policies, and
26 employment practices must be aimed not only at bargaining unit faculty members, but also at
27 administrators, supervisors, and non-bargaining unit employees.
28

29 Such training programs, university policies, and employment practices must make clear that the
30 right to be free of sexual harassment, bullying, and discrimination goes to the core values of
31 dignity, respect, equality, and decency; that the Administration is committed to ensuring
32 standards of behavior that allow all university community members to feel safe and respected;
33 and that conduct that is inconsistent with these core values will not be tolerated.
34

35 **Section 4. Addressing Incidents of Sexual Harassment, Bullying, and Discrimination.**

36 In seeking to create an environment free of sexual harassment, bullying, and discrimination, and
37 despite the necessary focus on prevention, the Parties recognize that work-related incidents may
38 nonetheless occur and that if and when they do occur, they will need to be promptly addressed
39 and remedied informally where possible and formally where necessary.
40

41 When any faculty member believes that they have been subjected to sexual harassment, bullying,
42 or discrimination, United Academics and the Administration will strongly support their decision
43 to come forward with a complaint, with assurances that there will be no retaliation or retribution,
44 regardless of the outcome, in response to good faith complaints.
45

46 A Labor Management Committee on Respectful Workplaces (LMCRW), consisting of three

1 representatives from United Academics and three representatives identified by the Office of
2 Institutional Diversity shall be constituted within six months of the ratification of this
3 Agreement and maintained throughout its term. Representatives from the Coalition of Graduate
4 Employees and Service Employees International Union shall be invited to participate.

5 a. The LMCRW, with broad consultation from the Administration, United Academics, the
6 Office of Equal Opportunity and Access, Office of Institutional Diversity, Ombuds
7 Office, faculty members with an interest in offering input, and outside experts, shall be
8 charged with developing guidelines governing:

9 i. appropriate remedial steps that should be applied where it is determined that
10 sexual harassment, bullying, or discrimination has occurred;

11 ii. measures that should be made available to assist faculty members who have
12 undergone traumatic experiences and require professional assistance to aid their
13 recovery; and

14 iii. the informal processes, including Restorative Justice processes and mediation
15 services, that shall be made available to complainants who choose to have their
16 complaints addressed informally, and

17 iv. a supportive process that will be offered to faculty members who wish to
18 engage in an effort to explore possibilities for remediation that go beyond
19 punishment and focus on healing and learning from the experiences at issue.
20

21 Should the complainant wish first to pursue their complaint informally, the complaint may be
22 taken up through an informal process established by the LMCRW. Such an informal process
23 shall be concluded no more than forty-five days from the filing of the complaint. Informal
24 processes will seek a resolution that is mutually acceptable to all parties concerned. Informal
25 processes may not result in formal discipline.
26

27 Should the complainant prefer to pursue their complaint through formal procedures, they may
28 file a grievance under Article XX of this Agreement or pursue a formal complaint through the
29 Office of Equal Opportunity and Access.
30

31 Neither the pursuit of an informal resolution through LMCRW-defined processes nor the filing
32 of a complaint through the Office of Equal Opportunity and Access shall forfeit a faculty
33 member's right to file a grievance under Article XX of this Agreement. Grievance timelines may
34 be extended by mutual agreement under the terms of the Grievance Procedure in Article XX.
35

36 A faculty member who pursues an informal process through the Office of Equal Opportunity and
37 Access shall not forfeit their ability to pursue a formal complaint through the Office of Equal
38 Opportunity and Access.
39

40 On July 1 of each year, the Administration will provide a report to United Academics with the
41 number of faculty members who contacted the LMCRW, Ombuds Office, and the Office of
42 Equal Opportunity and Access with concerns about inappropriate workplace conduct, including
43 sexual harassment, bullying, and discrimination.

UNITED ACADEMICS PROPOSAL

ACADEMIC CLASSIFICATION

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

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

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

Section 3. Tenure-Track Classification

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

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

Section 4. Fixed-Term Classification

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

a. Fixed-Term Professorial Categories

1. **Professor (Clinical):** is a fixed-term paid appointment with an expectation of 5–15% scholarship and primary duties in the area of clinical instruction or research. Ranks are Assistant Professor (Clinical), Associate Professor (Clinical), and Professor (Clinical), in ascending order.
2. **Professor (Extension):** is a fixed-term paid appointment with an expectation of more than 15% scholarship and primary duties in the areas of instruction, scholarship, and service. Use of Professor (Extension) positions shall be limited to instances where funding is more than 50% non-recurring or the programming is limited in duration (2–6 years). Ranks are Assistant Professor (Extension), Associate Professor (Extension), and Professor (Extension), in ascending order.
3. **Professor (Practice):** is a fixed-term paid appointment with an expectation of 5–15% scholarship and primary duties in professionally related community education and service. Ranks are Assistant Professor

(Practice), Associate Professor (Practice), and Professor (Practice), in ascending order.

4. **Professor (Senior Research):** is a fixed-term paid appointment with primary duties in scholarship, including developing and conducting research and securing grant, contract, and other funds which support at least 50% of the position. Ranks are Assistant Professor (Senior Research), Associate Professor (Senior Research), and Professor (Senior Research).

b. **Fixed-Term Instructional Categories**

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

c. **Fixed-Term Research Categories**

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

d. **Postdoctoral Categories**

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

Scholars work in a mentored position where faculty mentors and the Administration provide training and professional development designed to support successful development as an independent scholar. At the time of appointment, hiring documentation should include an articulated program of mentoring with an identified mentor. Postdoctoral Scholar positions may not extend beyond a three-year maximum term.

3. **Postdoctoral Fellow:** is a fixed-term paid appointment for people funded by sources external to OSU. Postdoctoral Fellows have formal affiliations with OSU research programs and typically work as part of a research team or lab. Mentorship and scholarship expectations are determined by the funding organization.

- e. **Visiting Professor Category:** is a fixed-term paid appointment of limited duration (up to two years).

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

Section 6. Faculty members shall have the right to petition the Provost 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 position. The Provost shall respond to the petition within sixty days. If a petition for recategorization is denied, the Provost shall include the reasons for denial in their response. Following denial of a petition for recategorization, a 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 faculty member will be assigned a new rank equivalent to their rank in the former category.

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

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

Section 9. Performance of Bargaining Unit Work

- a. Non-student employees of the university whose primary job duties include teaching or research are appropriately classified in bargaining unit positions unless they also supervise bargaining unit members.
- b. Non-student employees who are assigned to teach courses, conduct research, or perform any other forms of bargaining unit work shall receive appointments with the appropriate bargaining unit classification, category, and rank for the portion of their work assignment dedicated to performing bargaining unit work. Such assignments shall in no case be made if doing so jeopardizes the employment of current bargaining unit employees.

- 1 c. Graduate Employees are granted teaching and research assistantships for the purpose
2 of providing financial support and training for the individual graduate students,
3 enhancing the overall graduate programs of the university, and providing academic
4 support for faculty. These considerations shall be the primary rationale for the
5 distribution of such support among the academic units and the assignment of
6 individual Graduate Employees. Such distribution and assignment shall not be
7 effected in such a manner as to displace a current bargaining unit member.

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UNITED ACADEMICS PROPOSAL

PERSONNEL FILES

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

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

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

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

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

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

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

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

UNITED ACADEMICS PROPOSAL

HIRING INFORMATION

Section 1. Successful applicants for an academic position that will or could be a bargaining unit position shall be informed of the factors to be considered in determining the hiring salary above the minimum. The factors actually used in fixing the salary of an employee shall be recorded and placed in the faculty member's record.

Section 2. A potential faculty member that has been offered a position at the university has the right to negotiate a starting package, including a starting salary.

Before the starting package is negotiated with the academic unit head, the potential faculty member will be informed in writing that faculty members typically negotiate several aspects of a starting package, including but not limited to:

- Salary;
- Access to summer appointment or summer salary;
- Research funding;
- Professional development funds;
- Stipends related to endowed chairs;
- Graduate Employee support;
- Office or lab space, including office and/or lab renovation;
- Lab equipment;
- Computer equipment and software and support;
- Partner hire;
- Credit for prior service;
- Course load/releases;
- Summer appointments;
- Relocation expenses, including information on required tax payments.

UNITED ACADEMICS PROPOSAL

HEALTH AND SAFETY, FACILITIES, AND WORK SPACES

Section 1. Health and Safety. Faculty members have a right to a healthy and safe workplace. Faculty members shall immediately report any workplace health and safety or other maintenance issues to the appropriate contact person and/or their immediate supervisor. The Administration will make reasonable efforts to make timely repairs and necessary upgrades in order to ensure healthy, safe, and adequate work spaces. The Administration will also comply with all state and federal law, as well as existing university policy regarding healthy and safe workplaces.

No faculty member shall be retaliated against for identifying and/or expressing concern about a workplace safety issue, including reaching out to appropriate state or federal agencies when workplace safety issues persist.

Faculty members shall receive all necessary health and safety education and/or trainings appropriate to their job duties. Trainings will be paid and occur during regular work hours.

Section 2. Facilities and Equipment. The Administration will make reasonable efforts to furnish and maintain in safe working condition the buildings, work spaces, furnishings, and tools and equipment necessary to carry out assigned work duties.

Basic provisions for a suitable work space are specific to the job duties of faculty members. Basic provisions include, but are not limited to:

- facilities that are clean, safe, and have basic working amenities such as safe drinking water and restrooms;
- office space and furnishings suited to the faculty member's job duties;
- classroom equipment that meets standards for effective teaching and learning;
- access to a private meeting space sufficient for meeting with students and/or other employees;
- laboratory and research spaces that are safe, secure, and in good working order with reliable power;
- secure spaces for the safe storage of chemicals and other hazardous materials;
- the proper use and display of up-to-date SDS sheets, current best practices guides, safety manuals, and/or other relevant safety information; and
- the provision and maintenance of any and all appropriate protective equipment and clothing, first-aid kits, and all other necessary safety equipment.

All faculty will have access to a computer with necessary software to perform their job duties, including network access and IT support.

The Administration shall preemptively notify all affected faculty members of any potentially hazardous chemicals being used on buildings and/or grounds that faculty come into contact with.

1 The provisions in this Article apply to all university locations utilized by faculty members in the
2 course of their assigned work, including branch campuses, extension offices, experimental
3 stations, and research labs.
4

5 **Section 3. Hazardous and Dangerous Work.** Abnormally hazardous or dangerous tasks shall
6 be defined as any tasks that are objectively identifiable as having an imminent threat to life and
7 health, and/or constitute significant physical risks well beyond the usual scope of the faculty
8 member's assigned job duties.
9

10 A faculty member shall not be assigned an abnormally hazardous or dangerous task.
11

12 Any faculty member who believes they have been assigned an abnormally hazardous or
13 dangerous task shall immediately notify the appropriate contact person and/or their immediate
14 supervisor of the elements of the task they consider abnormally hazardous or dangerous.
15

16 The supervisor may either choose to reassign the faculty member to other work or have the task
17 evaluated by the Environmental Health and Safety Office.
18

19 If the Environmental Health and Safety Office agrees the task is abnormally hazardous or
20 dangerous, then the supervisor must take appropriate steps to remedy the situation before re-
21 assigning the task.
22

23 If the Environmental Health and Safety Office does not find the work abnormally hazardous or
24 dangerous, the faculty member may be asked to complete the task as directed. In such cases,
25 further failure to perform the task may subject the employee to discipline procedures as outlined
26 in Article XX.
27

28 **Section 4. Insurance.** Damaged, destroyed, stolen, or lost university property will be repaired
29 or replaced as soon as practicable at the expense of the Administration. Risk Services will work
30 directly with the affected faculty member to coordinate the repair or replacement of property.
31

32 **Section 5. Committee on Deferred Maintenance.** There will be a committee consisting of
33 representatives from both Administration and United Academics, with at least one representative
34 each from the Corvallis campus, OSU-Cascades, Hatfield Marine Science Center, as well as at
35 least one bargaining unit member who works primarily in extension and/or a remote research
36 center. Representatives from SEIU and CGE will also be invited to join this committee.
37

38 This committee will produce binding recommendations for prioritization of maintenance issues
39 and facilities work to guide the completion of the deferred maintenance backlog.
40

41 **Section 6. Transfer of Faculty Work Space or Location.** Unless there is mutual agreement to
42 the contrary, the Administration must provide at least one academic term's notice when moving
43 a faculty member's office or lab within a given OSU campus or location and/or a significant
44 alteration is planned to their work space. The faculty member shall be consulted to ensure their
45 job duties can be satisfactorily performed in the new or altered work space.
46

- 1 A faculty member may not be forced to relocate to another campus or location unless such a
- 2 move is clearly within the requirements of their job duties and/or the faculty member agrees to
- 3 such a transfer.

UNITED ACADEMICS PROPOSAL

WORKLOAD

Section 1. Workload. The professional responsibilities of faculty members vary. Workload for a faculty member should be calculated and assigned in order to ensure that the faculty member is able to devote adequate time to all assigned job duties.

The Administration will follow all applicable state and federal labor laws regarding work hours and workload.

Section 2. Teaching Workload. Each academic unit shall have policies determining appropriate workload for faculty members with teaching assignments consistent with this Agreement and Faculty Senate policy. These policies shall be made with faculty input and reviewed in consultation with academic unit faculty annually. Policies must include:

- a standard full course or credit load for full-time faculty members in both the tenure-track and fixed-term categories;
- the per course FTE rate for faculty members at less than 1.0 FTE;
- the weight given to different types of courses typically taught in the academic unit (e.g. lab, studio, lecture courses, writing intensive courses) when calculating faculty workload;
- the weight given to new preps and course development when calculating faculty workload;
- course enrollment caps and/or workload adjustments for teaching large courses;
- procedures and requirements for faculty course reductions, releases, or buy outs;
- procedures for determining course assignment and distribution among faculty members;
- procedures for the distribution of summer teaching appointments and teaching assignments;
- the assignment of teaching assistants and other support; and
- procedures by which faculty members can address cases of excessive workload.

Section 3. Part Time Course Load and Benefits. The Administration may not appoint a fixed-term faculty member below 0.50 FTE to preclude providing benefits. Workload policies at the academic unit level may not create a per course FTE rate for part-time faculty members with the intention to preclude providing benefits.

Section 4. Notice of Course Assignment. Except in cases of emergency, teaching faculty will be given at least one term advance notice of the specific courses they are scheduled to teach.

Section 5. Reduction in Teaching for Faculty Members in the Tenure-Track Classification Prior to Promotion and Tenure. In recognition of the research and scholarship requirements and high stakes involved in achieving tenure faculty members in the tenure-track classification will receive two course releases prior to their fourth year of service. The scheduling of these

1 course releases will be made in consultation between the faculty member and the academic unit
2 head.

3
4 **Section 6. Acknowledgment of Exceptional Service.** In recognition of the fact that faculty of
5 color, women faculty, and faculty from other underrepresented communities often perform
6 substantial informal labor (e.g. advising/mentoring students) above and beyond heavy formal
7 service duties, faculty members who demonstrate exceptional commitment to diversity, equity
8 and inclusion at OSU are eligible for a course release.

9
10 Administration will grant twenty course releases to distribute at the beginning of each academic
11 year to recognize exceptional service and work toward diversity, equity, and inclusion in the
12 previous academic year to be awarded by the Faculty Senate Diversity Council. Faculty can be
13 nominated by other faculty, academic unit heads, deans, students, or may be self-nominated.
14 Decisions to award a course release will be based on Annual Reviews from the previous
15 academic year as well as any letters of support included with the nomination that describe the
16 faculty member's work in support of diversity, equity, and inclusion.

17
18 Faculty receiving a course release will arrange with their academic unit head the term in which
19 the course release will be taken.

UNITED ACADEMICS PROPOSAL

INTELLECTUAL PROPERTY

Section 1. General Provisions. To ensure that the faculty member has control over the direction, integrity, and use of their scholarly and creative work, ownership of all types of intellectual property shall rest with the faculty member who creates it, except in cases enumerated herein. Such ownership is recognized as an integral part of academic freedom.

No faculty member shall be obliged to engage in the commercialization of their intellectual property nor to provide commercial justification for their scholarly or creative work.

Section 2. Definitions.

- a. Intellectual property means any result of scholarly or creative activity created by a faculty member that can be owned by a person and protected under patent, copyright, trademark, or similar laws. Intellectual property includes, but is not limited to, inventions or technological improvements such as any new and useful process, machine, device, manufacture, or composition of matter, and any new and useful improvements, designs, or developments. Intellectual property further includes educational and professional materials such as books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, course packages, interactive textbooks, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performers' performances, unpublished scripts, films, charts, presentation slides, other visual aids, video and audio recordings, computer programs, live video and audio broadcasts, programmed instructional materials, Ecampus course materials, drawings, paintings, sculptures, photographs, and other works of art.
- b. Inventor(s) means the individual(s) who first conceived or developed an invention, improvement, design, or development.
- c. Author(s) means the individual(s) responsible for development of a copyrightable work.
- d. Ownership means the control of copyright and the right to patent, sell, assign, distribute, or license the use of material.
- e. Net royalty income means the revenues after deduction from gross royalty income of all expenses and costs incurred in developing the invention or material and expenses and costs incurred by the faculty member and/or the Administration for copyright litigation, licensing, interference, marketing, and enforcing or defending any patent.

Section 3. Copyright. Copyright applies to all original scholarly, literary, dramatic, artistic, and musical works as well as sound recordings, performer's performances, and communication signals.

Works include but are not limited to: books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, course packages, interactive textbooks, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performers' performances, unpublished scripts, films, charts, presentation slides, other visual aids, video and

1 audio recordings, computer programs, live video and audio broadcasts, programmed instructional
2 materials, Ecampus course materials, drawings, paintings, sculptures, photographs, and other
3 works of art.
4

5 All copyright belongs to the faculty member or members who create the work even if it is
6 produced during the course of employment and with the use of university facilities and
7 resources, except in those cases where there is a written contract to the contrary which assigns
8 the copyright to the Administration or a third party. Such a written contract may be appropriate
9 in instances where the work has been specifically commissioned by the Administration and
10 compensated for through a course release, development grant, or overload payment designated
11 for the development of the work. When such agreements are reached, faculty members retain the
12 right to royalty free use of works they develop and the right to first refusal to teach any course
13 they develop.
14

15 In the event that the Administration relinquishes their rights in any work, all intellectual property
16 rights shall revert back to the author. In the event that the author is deceased, the rights shall
17 revert to the estate of the author.
18

19 In the event that an original work is the creation of more than one faculty member, the provisions
20 of this Article apply on a pro rata basis to all authors of the work.
21

22 Faculty members have the right to United Academics representation in all negotiations leading to
23 written agreements or contracts under this Section.
24

25 A copy of all written agreements or contracts under this Section shall be provided to United
26 Academics.
27

28 **Section 4. Patents.** The discovery of patentable inventions is not a primary purpose of university
29 research, nor is it a condition for support of such research.
30

31 The Administration agrees that the faculty member shall have no obligation to seek patent
32 protection for the results of their work or to modify research to enhance patentability.
33

34 Faculty members are the owners of the intellectual property rights in any invention,
35 improvement, design, or development that they create in the course of their employment, even if
36 it was produced with university facilities and resources, except in those cases where there is a
37 written contract specific to the given invention, improvement, design, or development which
38 assigns the property to the Administration or a third party. Such a written contract may be
39 appropriate in instances where the invention, improvement, design, or development has been
40 specifically commissioned by the Administration or a third-party grant or contract.
41

42 In the event that the Administration relinquishes their rights in any invention, improvement,
43 design, or development, all intellectual property rights shall revert back to the inventor. In the
44 event that the inventor is deceased, the rights shall revert to the estate of the inventor.
45

46 As owner of their intellectual property, a faculty member who has conceived or developed an

1 invention, improvement, design, or development shall have the sole right to decide whether to
2 seek a patent or to allow the public use of their invention, improvement, design, or development,
3 except in those cases where there is a written contract which assigns property to the
4 Administration or a third party.

5
6 In the event that an invention, improvement, design, or development is the creation of more than
7 one faculty member, the provisions of this Article apply on a pro rata basis to all inventors.
8

9 Faculty members have the right to United Academics representation in all negotiations leading to
10 written agreements or contracts under this Section.
11

12 A copy of all written agreements or contracts under this Section shall be provided to United
13 Academics.
14

15 **Section 5. Royalty Rights.** The Administration shall support faculty who wish to pursue
16 commercialization through the Office of Commercialization and Corporate Development.
17

18 A faculty member who has conceived or developed an invention, improvement, design, or
19 development shall have the sole right to decide whether, by what means, and on what terms to
20 produce or market the invention, improvement, design, or development except in those cases
21 where there is a written contract to the contrary which assigns such rights to the Administration
22 or a third party. Such a written contract may be appropriate in instances where the invention,
23 improvement, design, or development has been specifically commissioned by the Administration
24 or a third-party grant or contract.
25

26 The Administration has no claim to the revenue arising from any invention, improvement,
27 design, or development made by faculty members without the use of the Administration's time,
28 resources, or facilities.
29

30 A faculty members who intend to commercialize an invention, improvement, design, or
31 development shall report the findings to the Office of Commercialization and Corporate
32 Development. Faculty members engaging with the Office of Commercialization and Corporate
33 Development have the right to representation by United Academics in all meetings pertaining to
34 commercialization, ownership, and royalty sharing.
35

36 Should the Administration have a valid claim on the royalties arising from any work, invention,
37 improvement, design, or development because of the use of the Administration's time, resources,
38 or facilities by the faculty member, the faculty member and the Administration shall share in the
39 net royalty income as follows:
40

- 41 a. The net royalty income distributed to the author(s) of works shall be not less than 50
42 percent of the net royalty income received.
43
- 44 b. The net royalty income distributed to the inventor(s) of a commercialized invention,
45 improvement, design, or development shall be:
46

- i. not less than 40 percent of the first \$50,000 of net royalty income received;
- ii. not less than 35 percent of the next \$50,000; and
- iii. not less than 30 percent of all additional net royalty income.

If the inventor or author cannot be determined, or if the inventor or author waives any claim to net royalty income, the percent share of royalties intended for such person will be distributed to the originating academic unit, laboratory, or center within the university.

Faculty members shall have the right to United Academics representation in all negotiations leading to written agreements or contracts under this Section.

A copy of all written agreements or contracts under this Section shall be provided to United Academics.

Section 6. Right to Publish. As outlined in Article XX, faculty members have the freedom to publish the results of scholarly activity.

The Administration shall not require faculty members to enter into or administer any research agreement or grant that allows a third party to infringe on faculty members' freedom to publish the results of research.

Section 7. Right to Disclose Risks.

Faculty members have the absolute right to publicly disclose information about risks to research participants or the general public or threats to the public interest that become known in the course of their research.

UNITED ACADEMICS PROPOSAL

COMPENSATION

Section 1. Individual Faculty Salary Increases. Nothing in this article prevents Administration from making individual faculty salary increases, as needed, on a case-by-case basis, including retention raises or equity adjustments.

MERIT RAISES

Section 2. General Provisions. All merit raises should be based on job performance relative to a faculty member's position description and based on the Annual Reviews completed since the previous merit raise.

All faculty members will be eligible for a merit raise if they had an appointment at OSU during the academic year preceding the effective date of the raise.

All faculty members who had a successful Annual Review in the year preceding a merit raise shall receive at raise equivalent to a least half of the percentage size of the merit pool. No merit raise may exceed twice the percentage size of the merit pool. [If the merit pool is equivalent to 4.0% of total faculty salaries, no faculty member with a successful Annual Review can receive less than a 2.0% merit raise or more than an 8.0% merit raise.]

All faculty members will be given notice of their percentage merit increase at least thirty days before the raise goes into effect.

Merit increases will be applied to the faculty member's base salary after the application of across-the-board increases and equity adjustments.

Section 3. Merit Pools. For each year of the Agreement, the Administration will establish a centrally-funded salary pool equivalent to 4.0% of total faculty salary in each academic unit to be distributed to each academic unit for salary increases effective January 1 of each year.

ACROSS-THE-BOARD INCREASES

Section 4. General Provisions. All bargaining unit faculty members who had an appointment during the academic year preceding the effective date of the salary increase will be eligible for an across-the-board increase.

Across-the-board increases will be applied to a bargaining unit faculty member's base salary before a merit raise or equity adjustment.

Section 5. Across-the-Board Percentage. For each year of the Agreement, all eligible bargaining unit faculty members will receive an across-the-board increase to their base salary of 2.65%. Salary increases will be effective January 1 of each year.

EQUITY ADJUSTMENTS

Section 6. General Provisions. Within two months of the ratification of this Agreement, the Parties will convene an Equity Adjustment Joint-Labor Management Committee made up of three members from each Party to outline a procedure for identifying and applying equity adjustments in the form of increases to salary. The Equity Adjustment Committee should consider all forms of salary inequity, including discriminatory inequity, inequity with external comparators, inequity between tenure-track and fixed-term salaries within a unit or college, and compression/inversion within academic units.

The Equity Adjustment Committee will take into account all existing policies and procedures for the distribution of salary increases in determining how to apply equity adjustments.

Equity increases will be applied to the faculty member's base salary after the application of across-the-board increases.

Section 7. Equity Adjustments. For each year of the Agreement, the Administration will establish a university-wide salary pool equivalent to 2.0% of total faculty salary. The equity pool will be distributed through the mechanisms developed by the Equity Adjustment Committee. Salary increases will be effective January 1 of each year.

SALARY FLOORS

Section 8. Effective January 1, 2020 minimum salary floors will be in effect for fixed-term appointments in the following categories at 1.0 FTE:

Categories	9-month Salary	12-month Salary
Professor (Clinical)	\$46,636	\$57,000
Professor (Extension)	\$46,636	\$57,000
Professor (Practice)	\$46,636	\$57,000
Professor (Senior Research)	\$46,636	\$57,000
Instructor	\$44,000	\$53,777
Instructor (PAC)	\$30,000	\$36,667
Faculty Research Assistant	\$34,364	\$42,000
Lecturer	\$44,000	\$53,777
Research Associate	\$36,000	\$44,000
Research Associate (Postdoc)	\$36,000	\$44,000

Section 9. The salary floor in each category will increase by the percentage of the across-the-board raise for that year.

Section 10. The salary floor for each rank within a category will be at least 10% more than the floor for the preceding rank (e.g. Instructor = \$44,000, Senior Instructor I = \$48,400, Senior Instructor II = \$53,240).

1 **Section 11.** The minimum salary floor for Postdoctoral Scholars will be the amount set by the
2 NIH minimum salary schedule and based on the years in rank. Salary floors will be adjusted each
3 year pursuant to the NIH schedule.
4

5 **ADDITIONAL COMPENSATION**

6 **Section 12. Promotion Raises.** All bargaining unit faculty who are promoted in rank will
7 receive a 10% salary increase effective on the pay period immediately following their successful
8 promotion.
9

10 **Section 13. Sea Pay.** In addition to base salary and compensation as required by law, sea pay
11 applies when a bargaining unit faculty member has been at sea on a vessel while underway or at
12 anchor (not docked). The additional bonus compensation for sea pay will be according to the
13 following schedule:

- 14 a. 00.01 to 24.00 hours - \$50
 - 15 b. 24.01 to 48.00 hours - \$100
 - 16 c. 48.01 to 60.00 hours - \$150
 - 17 d. 60.01 to 72.00 hours - \$200
 - 18 e. 72.02 to 84.00 hours - \$250
 - 19 f. 84.01 to 96.00 hours - \$300
 - 20 g. An additional \$50 for every 12 hours
- 21

22 **Section 14. Workload Adjustments**

23

- 24 a. If a bargaining unit faculty member has their FTE reduced with no demonstrable
25 corresponding reduction in workload, the faculty member's base salary will not be
26 reduced.
27
- 28 b. If a bargaining unit faculty member has their workload significantly increased with no
29 corresponding increase in FTE, the bargaining unit faculty member's base salary will be
30 increased in proportion to the workload increase.
31
- 32 c. Both Parties recognize that professional responsibilities ebb and flow throughout a
33 contract period. The provisions of this section are not meant to address minor or normal
34 fluctuations in workload.
35

36 **Section 15. Salary Maintenance.** Faculty members who transition from one position at OSU to
37 a different position with a break in service less than one year shall not suffer a decrease in base
38 salary.
39

40 **Section 16. Child Care Credit.** A bargaining unit faculty member who is qualified for, has
41 applied for, and not received a child care subsidy from Oregon State University shall receive \$50
42 per month per child for the purposes of subsidizing off-campus child care. A bargaining unit
43 faculty member who is on a waitlist for on-campus child care shall receive \$50 per month per
44 child for the purposes of subsidizing off-campus child care.

UNITED ACADEMICS PROPOSAL

PUBLIC EMPLOYEE BENEFITS

Section 1. Faculty members, excluding Postdoctoral Scholars, Postdoctoral Fellows, and those employed at less than 0.50 FTE, are eligible, at their option, for medical, dental, and vision insurance for themselves and eligible family members and employee basic life insurance through the Public Employees' Benefit Board (PEBB).

Section 2. Medical, dental, vision, and employee basic life insurance benefits will begin on the first day of the first month of employment for all eligible faculty members.

Section 3. The Administration will continue employer premium contributions at the present 95%-5% levels for PEBB medical, dental, vision, and employee basic life insurance benefits chosen by faculty members.

Section 4. The Administration will provide an additional \$40 monthly subsidy toward the PEBB premium costs for faculty members whose monthly full-time equivalent base salary rate is less than or equal to \$2,885.

Section 5. The Administration will continue eligibility and employer premium contributions over the Summer Term for 9-month employees who are expected to return to their positions the subsequent Fall Term.

Section 6. Faculty members, excluding Postdoctoral Scholars and Postdoctoral Fellows, will have equal access to the same insurance benefits provided by the Administration to all unclassified university employees on the same terms and conditions.

Section 7. Thirty days before the employment start date, the Administration will provide written notice of rights under this Article to any faculty member who has a break in service for longer than one term.

UNITED ACADEMICS PROPOSAL

POSTDOCTORAL SCHOLAR AND POSTDOCTORAL FELLOW HEALTH PLAN

Section 1. Postdoctoral Scholars and Postdoctoral Fellows are eligible for medical, dental, and vision insurance through the OSU Graduate Employee Health Plan.

Section 2. Enrollment in the OSU Graduate Employee Health Plan is mandatory for Postdoctoral Scholars and Postdoctoral Fellows unless they provide proof of enrollment in another plan that is deemed comparable by the Student Health Insurance Office. To qualify for a waiver, a Postdoctoral Scholar or Postdoctoral Fellow must submit a completed waiver of health insurance form, copy of insurance card(s), and summary of benefits to the OSU Student Health Insurance Office within ~~thirty~~ days of position start date. Postdoctoral Scholars and Postdoctoral Fellows who receive a denial of their request for a waiver will be notified via email of the reason(s) their plan is not deemed comparable, contact information for United Academics, and the opportunity to discuss the decision with the OSU Student Health Insurance Office and a United Academics representative.

Section 3. Postdoctoral Scholars and Postdoctoral Fellows will contribute 0% of the monthly premium plus 50% of the administration fee for individual coverage.

Section 4. Postdoctoral Scholars and Postdoctoral Fellows will pay 5% of the monthly premium plus 50% of the administration fee for enrolled family members.

Section 5. ~~Thirty~~ days before the employment start date, the Administration will provide written notice of rights under this Article to new Postdoctoral Scholars and Postdoctoral Fellows and any Postdoctoral Scholar or Postdoctoral Fellow who has a break in service for longer than one term.

Section 6. The OSU Graduate Employee Health Plan is administered by the OSU Student Health Insurance Office with advice from the Health Insurance Advisory Council (HIAC). The HIAC shall include one Postdoctoral Scholar or Postdoctoral Fellow selected by United Academics. The Administration agrees to include HIAC representatives in Graduate Employee Health Plan review meetings at least once per year. The United Academics HIAC representative may review plan data and aggregated claims data and provide suggestions regarding plan operation, revision, and enhancement.

UNITED ACADEMICS PROPOSAL

RETIREMENT BENEFITS

Section 1. Faculty members, excluding Postdoctoral Scholars and Postdoctoral Fellows, 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. Postdoctoral Scholars shall be eligible to participate in the Optional Retirement Plan (ORP) as set forth by Oregon law.

Section 2. PERS and OPSRP. The Administration will make all employer contributions to PERS and OPSRP that are required by law. In addition, the Administration will make contributions to the Individual Account Program required from employees (6% under current law, ORS 238A.300) to the extent not prohibited by law.

Section 3. ORP. The Administration will make all employer contributions to the ORP required under ORS 243.800(9-11). In addition, the Administration will make the contributions to the ORP for each participating faculty member as required by ORS 243.800(8).

Section 4. Salary Increase in Lieu of Employee Pick Up

- a. If the Administration is prohibited by law from continuing to make the employee contribution (generally known as the employee pick up) for any faculty member and the legal obligation requiring faculty members to contribute 6% to their retirement plan remains, the Administration will increase the affected faculty member's salary by 6%, to the extent permitted by law. The Administration will bargain with United Academics over any remaining impacts on faculty members' salary after the implementation of this Article.
- b. To the extent permitted by law, the Administration 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.

UNITED ACADEMICS PROPOSAL

FRINGE BENEFITS

Section 1. All faculty members, including those with appointments less than 0.50 FTE, shall have equal access to the fringe benefits and services provided by the Administration to all unclassified employees as of the effective date of this Agreement, including, but not limited to:

- a. Parking permits
- b. Full faculty access to Oregon State University Libraries services and collections
- c. Software and storage available to all Oregon State University faculty (e.g. Google Drive)
- d. Employee Assistance Program
- e. Oregon College Savings 529 Plans
- f. Flexible Spending Accounts
- g. Voluntary Retirement Contributions through TDI (Tax-Deferred Investment 403(b) Plan) and OSGP (Oregon Savings Growth 457 Plan)
- h. Our Little Village drop-off child care
- i. All Memorial Union facilities, programs, and services
- j. Department of Recreational Sports faculty membership rates
- k. Faculty Staff Fitness Program classes
- l. Discounts on athletic tickets
- m. OSU Beaver Store discount
- n. OSU Craft Center discount

Section 2. Remote Faculty Stipend. Faculty members whose primary work location is more than 30 miles from the Corvallis campus shall receive a \$50 stipend each month to offset the out-of-pocket costs associated with accessing resources that are subsidized for Corvallis campus faculty.

Section 3. Tuition Reduction

- a. Faculty members shall have access to the tuition reduction (staff fee privileges) available to unclassified employees.
- b. Faculty members who use the tuition reduction for the undergraduate education of a dependent child will be entitled to a second, concurrent tuition reduction for a dependent child to attend undergraduate programs at Oregon State University. The terms, conditions, eligibility requirements, and discount applicable to this additional tuition discount will be the same as the terms, conditions, eligibility requirements, and discount under the tuition reduction program.
- c. Faculty may apply their tuition reduction to OSU Extended campus online and distance courses. The terms, conditions, eligibility requirements, and discount available will be the same as the terms, conditions, eligibility requirements, and discount available under the tuition reduction program.

Section 4. All faculty members shall be assigned, and shall be expected to use for university purposes, an Oregon State University email account and a faculty ID at least 15 days before the

1 employment start date or as soon as practicable. Faculty members shall follow university
2 procedures and provide requested information in order to obtain such services.

3
4 **Section 5.** The University shall provide all reasonable assistance to employees in securing
5 federal student loan forgiveness, where applicable.

6
7 **Section 6. Visa Costs**

- 8 a. All fees associated with applying for or extending an H-1B, J-1, E-3, F-1 (OPT), O-1 or
9 other visa required for employment and those associated with applying for or extending
10 the visas for the dependents of a faculty member will be paid by the Administration or
11 reimbursed to the faculty member.
- 12 b. If the Administration fails to meet paperwork deadlines relevant to H-1B, O-1, or other
13 visas or otherwise cause a faculty member to miss deadlines by not supplying required
14 paperwork in a timely manner, the Administration will pay the Premium Processing fee
15 to expedite the processing of the visa paperwork.
- 16 c. The Office of International Services will process all employment-based permanent
17 residence petitions that require a job offer, H-1B, and E-3 petitions. The Office of
18 International Services will provide legal counsel to faculty members in the preparation of
19 visa application materials for any visa type required for employment or for visas required
20 for dependents of a faculty member.
- 21 d. The Administration will reimburse faculty members up to \$2000 in travel costs
22 associated with travel to a US Consulate or Embassy for the purpose of applying for or
23 extending visas for the faculty member or dependents.

24
25 **Section 7. Petition for Permanent Residency**

- 26 a. The Office of International Services will provide immigration counsel to support faculty
27 self-petitioning for permanent residency as well as faculty for whom the Administration
28 is petitioning for employment-based permanent residency.
- 29 b. All fees associated with petitions for employment-based permanent residency, including,
30 but not limited to, EB-1 and EB-2 petitions, will be paid by the Administration.

UNITED ACADEMICS PROPOSAL

BENEFITS FOR ELIGIBLE RETIRED FACULTY MEMBERS

Section 1. Post-retirement appointments outside of the Partial or Full Tenure

Relinquishment process. The Provost will determine the salary to be paid for post-retirement appointments, in accordance with the provisions of this Agreement. The Administration is not required to hire the retired faculty member at their previous salary rate. The retired faculty member is solely responsible for determining the limits imposed by their retirement plan on hours worked or income received and for ensuring that the total amount of work performed does not compromise their retirement benefits.

Section 2. Post-Retirement Benefits. Faculty members who have at least five years of service at Oregon State University and who have retired from university employment (as defined in Article XX, Definitions) are eligible for the following:

- a. **Email account privileges.** Retired faculty will retain standard faculty email account privileges for at least one year following their date of retirement and shall subsequently have access to a retiree email account of the format username@retiree.oregonstate.edu. Emeritus faculty may retain standard faculty email account privileges indefinitely.
- b. **Tuition reduction.** Retired faculty members may enroll in classes up to the maximum number of credit hours. If the class is taken for credit, the retired faculty member will be charged the reduced staff tuition rate. Retired faculty may apply their tuition reduction to OSU Extended campus online and distance courses under the same terms, conditions, eligibility requirements, and discount available under the tuition reduction program. Retired faculty members may audit a class at no charge on a space-available basis with the instructor's permission.
- c. **Fringe benefits.** Retired faculty members will maintain access to the following:
 - i. OSU ID cards
 - ii. Parking permits
 - iii. Full faculty access to Oregon State University Libraries services and collections
 - iv. Software and storage available to all Oregon State University faculty (e.g. Google Drive)
 - v. All Memorial Union facilities, programs, and services
 - vi. Department of Recreational Sports faculty membership rates
 - vii. Faculty Staff Fitness Program classes
 - viii. Discounts on athletic tickets
 - ix. OSU Beaver Store discount
 - x. OSU Craft Center discount

UNITED ACADEMICS PROPOSAL

PROFESSIONAL DEVELOPMENT

Section 1. The Administration recognizes the importance of professional development support and opportunities for all faculty members in order to fulfill Oregon State University's mission. The Administration agrees to support professional development by providing funding and the allowance for reasonable absence from job duties to participate in professional development activities.

Supported professional development activities include, but are not limited to: trainings, workshops, courses, professional conferences, and participation in professional organizations related to a faculty member's academic discipline or job duties.

Professional development funds may also be utilized to support research and teaching through the purchase of specialized equipment, materials, or services that enhance a faculty member's ability to perform their job duties.

Section 2. Subject to the constraints of this Agreement, each academic unit will create policies governing the distribution of professional development funds, including any application and decision-making process for competitive funds, as well as policies governing absences to participate in professional development activities. These policies will be developed in consultation with academic unit faculty. All decisions about the actual distribution of professional development funds shall be made with academic unit faculty input.

No faculty member will be arbitrarily denied access to professional development opportunities.

Priority access to professional development funds may be given to those faculty members that need such funds to accomplish work required by their position descriptions or promotion and tenure requirements.

Fixed-term faculty members shall not be held accountable in evaluative decisions for the failure to participate in professional development related activities for which funding was unavailable or denied.

Section 3. Faculty members may accrue professional development funds in personal indexes or accounts. Under no circumstances will accrued professional development funds be removed from the indexes or accounts of a faculty member without the consent of the faculty member.

Professional development funds may not be used to supplement salary, nor be cashed out at the end of the faculty member's employment.

Section 4. Funds to support travel, registrations, fees, equipment and materials, and other expenses should be available at the time of expenditure. Reimbursements should only be used when it is impossible to know the exact amount of the expected charge, such as with mileage reimbursements.

1
2 **Section 5.** Faculty members exclusively teaching online courses who have not been assigned on-
3 campus office space and equipment will be given a one-time \$500 stipend to put towards
4 adequate computing resources.

UNITED ACADEMICS PROPOSAL

TRANSPORTATION AND PARKING

Section 1. The Administration will follow all applicable university policy regarding transportation, parking, and travel reimbursement, except as modified by this Agreement.

Section 2. Parking Permits. Faculty members may purchase parking permits according to the process established by OSU Transportation Services and applicable university policy.

Faculty members may choose to purchase a parking permit using payroll deduction to spread the cost evenly among all paychecks of their appointment period.

The Administration will not increase the cost of a parking permit more than 5% from the previous year's price.

The Administration shall not convert unrestricted parking areas to permitted parking areas.

Section 3. Parking Citations. The Administration will not increase the fine associated with a parking citation more than 5% from the previous year's amount.

Section 4. Special Use Permits. The Administration shall create and maintain special use parking spaces in each OSU parking lot or structure. These spaces shall be accessed only by faculty with parking permits indicating their need for a special use space. Special use permits should be issued to faculty members whose child care, elder care, health care, or other activities require frequent travel to and from their work location in a given day and to faculty members who demonstrate a need for parking in close proximity to their building.

Section 5. Field Vehicles. The Administration shall, at no cost, provide parking permits to faculty members and academic units using motor pool or other university-owned vehicles for field work or related travel.

The Faculty Transportation Survey will ask specifically about the use of field vehicles and the needs of faculty that use field vehicles.

Section 6. Parking Disruptions. The Administration will work to minimize the disruption to permitted parking areas resulting from athletic events.

Section 7. Reimbursement for Personal Vehicle Use. When using their personal vehicle in the performance of official duties, faculty members will be reimbursed for travel to any location other than their primary work location. Reimbursement will be at the standard mileage rate for business use established by the Internal Revenue Service.

Section 8. Travel Among Work Locations. Faculty members who must travel between multiple work locations during the course of a work day will be provided by the university with a reasonable, no cost travel option (e.g. Beaver Bus).

1
2 **Section 9. Maintained Walkways.** Walkways used for travel between buildings at a given work
3 location will be maintained to ensure the safety of pedestrians.
4
5 **Section 10. Covered Bicycle Parking.** All OSU buildings with faculty offices, laboratories, or
6 other workspaces shall have access to covered bicycle parking.

UNITED ACADEMICS PROPOSAL

RESEARCH SUPPORT

BRIDGE FUNDING

Section 1. Bridge Funding Pool. The Administration shall make available annually a pool equivalent to 3% of the previous year's recovered F&A costs for the purposes of bridge funding. The Administration is not obligated to distribute the entirety of this pool in a given fiscal year.

Section 2. Eligibility. When a faculty member employed at 0.50 FTE or greater in a position supported by external funding has their FTE reduced below 0.50 because of the loss of funding, they will be eligible to apply for bridge funding.

Section 3. Application Process. To apply for bridge funding, a faculty member must notify their academic unit head of their expected need for bridge funding thirty days prior to the termination or reduction of their current funding, except in cases of sudden unexpected reduction or termination of external funds.

Applications for bridge funding must be made in writing and outline the reasons for needing bridge funding.

Applications for bridge funding made by principal investigators should also detail the grant or award applications they have outstanding, as well as a brief description of how bridge funding will advance the research program of the faculty member before additional grants or awards are secured.

Applications for bridge funding made by those who are not principal investigators should include a list of any outstanding grant or award projects on which their position is included, a statement of support from their immediate supervisor, and a brief description of their research experience and skills that support their program or university needs.

Section 4. Application Criteria. Decisions to award bridge funds and the amount of support to be given to a particular applicant will be made by the Office of Research in consultation with the Dean of the college or program the faculty member is employed in, as well as the immediate supervisor of the bargaining unit member.

Decisions about bridge funding shall be made by the date that the termination or reduction of FTE is expected, excepting cases of applications based on sudden or unexpected loss or termination of funding. In such cases, decisions on applications shall be made as soon as possible.

Section 5. Bridge Funding. Faculty members whose applications for bridge funding are approved shall be eligible for up to nine months of salary and benefits until such time as they are able to secure a new source of funding.

1 Salary compensation will be based on the faculty member's base salary in the term immediately
2 prior to the reduction or termination of their funding. Bridge funding should bring a faculty
3 member to at least 0.5 FTE in order to maintain their eligibility for benefits.
4

5 Bridge funding will not be used for the purposes of supporting summer salary for a 9-month
6 employee.
7

8 No individual faculty member will be eligible for more than \$100,000 of bridge funding in a 9-
9 month period.
10

11 **Section 6. Health Insurance Extension.** A faculty member who has been employed at an
12 average of 0.50 FTE or greater over for five or more years of continuous service but has an
13 unsuccessful application for bridge funding will be entitled to bridging support extending their
14 insurance benefits for up to nine months.
15

16 **Section 7. Bridging Assignment.** As soon as it is known that a faculty member will be awarded
17 bridge funding, they will meet with their immediate supervisor, academic unit head, and/or the
18 Dean or Dean's designee to discuss what continuing or alternative duties will be performed
19 during the receipt of bridge funding. Faculty members only receiving a health insurance
20 extension through Section 6 will not be expected to perform work.
21

22 **Section 8. Bridge Funding Report.** No later than July 1 of each year the Office of Research will
23 provide United Academics with a report of the total bridge funds distributed, the percentage of
24 applicants that were supported, list of the positions and ranks of successful applicants, and the
25 expected funding level of the next year's bridge funding pool.
26

27 **ADDITIONAL RESEARCH SUPPORT**

28 **Section 9. FRA/RA Job Exchange.** The Administration will compile a list of all open Fixed-
29 Term Research positions and make this list available and searchable through the OSU Jobs
30 website.
31

32 Faculty members with a current appointment in a Fixed-Term Research position, or who were
33 employed in an appointment in a Fixed-Term Research position within the previous six months,
34 can be hired into an open Fixed-Term Research position via the FRA/RA Job Exchange without
35 the need to conduct an open search. The Administration will tag all open Fixed-Term Research
36 positions with the appointment type of Fixed-Term Research on OSU Jobs. The job posting for
37 each of these positions will include a designation that such position is eligible for an FRA/RA
38 Job Exchange.
39

40 **Section 10. Research Support Bonuses to PIs.** The Administration agrees to return no less than
41 5% of the recovered F&A costs generated from an externally funded grant or award directly to
42 the principal investigator (PI) of that grant. This money may be used at the discretion of the PI
43 for any activities in support of research.
44

1 In the event there are multiple PIs employed by Oregon State University on a single grant or
2 award, the money will be divided up among the co-PIs equally, unless an alternative arrangement
3 has been specified by the co-PIs.

4
5 The total transfer of F&A funds directly to PIs is capped at a total dollar amount of \$100,000 per
6 grant or award.

7
8 Co-PIs on large grants that are shared with PIs at other institutions shall receive this returned
9 F&A on the portion of overhead directly received by Oregon State University.

10
11 **Section 11. Discounted Tuition for Graduate Employees.** To increase grant and award
12 competitiveness, the rate of Graduate Employee tuition to be built into external grant and award
13 applications and charged to these sources will be ½ the resident graduate tuition rate.

14
15 **Section 12. Other Research and Grant Support.** The Administration will make all reasonable
16 efforts to assist faculty in the preparation, application, and management of all external grants and
17 awards. Upon request, faculty receiving grants and awards will have a right to receive, in a
18 timely manner, any and all updates, clarifications, and information from the Research Office,
19 Business Office, Human Resources Office, or any other part of the Administration that is
20 involved in the process for applying, administering, or managing grant and award funding and
21 research operations.

UNITED ACADEMICS PROPOSAL

LEAVES

Paid Leaves

Section 1. Sick Leave. Faculty members employed at or above 0.50 FTE will be credited with eight hours of sick leave per month, or two hours for each week of employment less than one month. Faculty members employed below 0.50 FTE will be credited with a pro rata amount.

There is no limit to the amount of sick leave a faculty member may accrue.

Sick leave is accrued during all paid leaves.

Section 2. Sick Leave Transfer. At any time of their choosing, a faculty member may irrevocably transfer up to 120 hours of accrued sick leave to other faculty members.

A faculty member with a demonstrable need may receive and use up to 120 hours of transferred sick leave from one or a combination of faculty members once their own accrued paid leave (sick leave, family and medical leave, and vacation) has been exhausted. This leave is to be used prior to a faculty member borrowing against their future leave.

Applications to receive a transfer of sick leave will be submitted to both the Office of Human Resources and United Academics. United Academics will supply the names of faculty members and the respective amounts of their sick leave to be transferred to the Office of Human Resources. The Office of Human Resources will ensure that the leave amounts can be fulfilled and process the leave transfer accordingly.

Section 3. Sick Leave Advance. Each faculty members employed at or above 0.50 FTE is entitled to receive a sick-leave-with-pay advance as needed to provide the difference between currently available sick leave at the onset of the illness or injury and 520 hours. Part-time faculty are eligible to receive a sick-leave-with-pay advance proportional to their FTE to provide the difference between sick leave earned as of the onset of the illness or injury and a prorate of 520 hours. As sick leave is earned, the amount shall replace any sick leave advanced until all advanced time is replaced with earned time. No more than a 520-hour sick leave advance is available during a seven-year period that begins with the first sick leave advance. More than one sick leave advance is possible as long as the total advance does not exceed 520 hours during a seven-year period. Sick leave that may have been advanced, but unused, cannot be considered for purposes of computing retirement benefits. Faculty on fixed-term appointments cannot receive an advance that extends beyond the end date of the fixed-term appointment except upon written approval of their immediate supervisor.

Section 4. Vacation. Vacation means absence from work permitting rest and recreation for a specified period of time during which regular compensation continues. Faculty members on 12-month appointments are automatically eligible to accrue vacation time. Faculty members on 9-month appointments do not accrue vacation.

1
2 Faculty members employed at or above 0.50 FTE accrue vacation at the rate of fifteen
3 hours per month. Faculty members employed below 0.50 FTE accrue vacation on a pro
4 rata basis.
5 Vacation accrual is available for use six months after vacation accrual begins. No faculty
6 member may accrue in excess of 260 hours of vacation, and any accrued vacation in
7 excess of this cap shall be forfeited.
8 Faculty vacation leaves are scheduled with the approval of the faculty member's
9 supervisor and shall be scheduled cooperatively. Supervisors must be reasonable in
10 allowing the use of vacation leave and may not unreasonably deny vacation requests
11 where the result would be the forfeiture of accrued vacation.
12 Vacation may not be transferred between faculty members.
13 Unused vacation will be paid out to the faculty member upon termination of employment.
14 Vacation accrual will transfer with the faculty member when transferring into new
15 positions within the university.
16 **Section 5. Holiday and Paid Leave During Breaks.** Faculty members earn the
17 following paid holidays and cannot be required to work on these days, except as
18 necessary to maintain or operate critical facilities or operations. If a faculty member is
19 required to work on a holiday, they may take an equivalent amount of time off with pay
20 at a later date, as approved by their immediate supervisor:
21

- 22 • New Year's Day
- 23 • Martin Luther King, Jr. Day
- 24 • Memorial Day
- 25 • Independence Day
- 26 • Labor Day
- 27 • Veterans Day
- 28 • Thanksgiving Day
- 29 • Day after Thanksgiving
- 30 • Christmas Day
- 31

32 Faculty members will be considered to be on paid leave during the week between
33 Christmas and New Year's Day, and during the week of Spring Break. If for any reason a
34 faculty member is required to work in person during one of these leave periods, that work
35 will either be compensated as overload, or the faculty member will be allowed to take an
36 equivalent amount of time off with pay at a later date, as approved by their immediate
37 supervisor.
38

39 Faculty members who do not earn vacation time cannot be required to perform in-person
40 work during their off term, except by mutual agreement with their supervisor. Any such
41 work will be paid as overload.
42

43 **Section 6. Closures, Curtailment of Operations, and Unsafe Workplaces.** No faculty
44 member will be forced to use accrued leave in the event that the university or their
45 particular work site is closed for any reason, including inclement weather.
46

1 A faculty member may not be asked to use accrued leave for missed work when their
2 work site is damaged, rendered inoperable, or demonstrably unsafe.

3
4 **Section 7. Jury Duty.** When jury duty interferes with the work assignment of a faculty
5 member, the faculty member shall be entitled to leave with pay for the time away from
6 work required by jury duty and may keep any monies paid by the court for the service.
7 Upon receipt of a summons to jury duty, a faculty member will inform their immediate
8 supervisor of the date(s) for which the faculty member has been summoned to jury duty
9 and will provide the supervisor a copy of the summons, if requested.

10
11 **Section 8. Leaves for Other Civic Duties.** Faculty members who have other short-term
12 civic obligations will be released from work with pay to perform these obligations. Such
13 obligations include, but are not limited to: immigration proceedings, international faculty
14 voting at a consular agency on their respective election day, or faculty being subpoenaed
15 to appear as a witness. Faculty members will not be released from work with pay for
16 appearing as an expert witness if they are being compensated for that appearance. Faculty
17 members are responsible for demonstrating the obligatory nature of the need and
18 providing appropriate documentation to verify the need to their immediate supervisor, if
19 requested.

20
21 Faculty members who are members of the United States Armed Forces Reserve,
22 including the National Guard, shall be granted leave for up to thirty days to perform
23 training exercises or other obligatory service. Compensation during this time shall be
24 equal to the difference between their regular salary and the compensation received for the
25 military service. Any leave beyond thirty days will be considered unpaid, unless the
26 faculty member chooses to use accrued, borrowed, or transferred leave to continue
27 receiving salary.

28
29 The Administration will observe all applicable laws regarding military service, including
30 Veteran Employment Acts.

31 **Unpaid Leaves**

32
33
34 **Section 9. Professional and Personal Leaves.** Leaves of absence without pay may be
35 taken for purposes of professional development, personal convenience, completion of a
36 terminal degree, or other personally or professionally beneficial purposes.

37
38 The granting of unpaid leave is subject to the needs of the faculty member's academic
39 unit and requires the approval of both their immediate supervisor and their Dean.

40
41 A Fellowship Leave is an unpaid leave for faculty members who have received certain
42 fellowships that support research and writing, advanced study, or travel-related scholarly
43 or professional activities. The faculty member will receive continuation of healthcare
44 coverage and other benefits not covered by the fellowship.

UNITED ACADEMICS PROPOSAL

FAMILY AND MEDICAL LEAVE

Section 1. Duration of Leave. A faculty member may qualify for up to twelve weeks of paid family and medical leave during a twelve month period. The twelve month period begins the week in which a faculty member applies for family and medical leave.

A faculty member may qualify for up to fourteen additional weeks of paid family and medical leave taken as parental leave and up to six additional weeks of paid family and medical leave taken for an illness, injury, or condition related to pregnancy or childbirth that disables the faculty member from performing their job duties.

The total amount of paid family and medical leave a faculty member can take will not exceed thirty-two weeks per year.

No faculty member may be required to take more family and medical leave than that faculty member requests.

Section 2. Purposes of Leave. Family and medical leave may be taken for any of the following purposes:

- a. Parental leave to care for a new child during the first year after the birth, adoption, or placement through foster care of a child;
- b. Leave to care for a family member with a serious health condition, as defined in the Family and Medical Leave Act (29 U.S.C. 2611);
- c. Leave for the faculty member's own serious health condition, including pregnancy, as defined in the Family and Medical Leave Act (29 U.S.C. 2611);
- d. Leave to care for a covered servicemember as defined in the Family and Medical Leave Act (29 U.S.C. 2611);
- e. Spousal leave for military deployment (ORS 659A.093);
- f. Leave because of a qualifying exigency for a family member on active duty service or notice of impending active duty service (29 C.F.R. 825.126); and
- g. Leave for any purpose set forth in the Oregon Family Leave Act (ORS 659A.159).

Section 3. Definition of Family Member. Family member shall be defined as:

- a. A family member as defined in the Oregon Family Leave Act (ORS 659A.150-the spouse of an employee; the biological, adoptive, or foster parent or child of an employee; the grandparent or grandchild of an employee; a parent-in-law of the employee or a person with whom the employee was or is in a relationship of in loco parentis);
- b. An individual who is biologically related to an employee;
- c. An individual who is legally recognized under the laws of this state as related to an employee;

- d. An individual for whom an employee is responsible for providing health care, assistance in accessing or managing medical treatment or support with the activities of daily living;
- e. An individual who lives with an employee and with whom the employee shares responsibility for each other's common welfare; and
- f. Any other individual whose close association with an employee is equivalent to a family relationship as evidenced by a nexus of factors including, but not limited to, a shared responsibility for financial obligations, signs of intent to marry, a child or children in common, the length of the personal relationship between the individual and the employee, or common ownership of real or personal property.

Section 4. Incremental Use of Leave. Leave may be taken in increments less than forty hours, provided that the leave timing is predictable on a weekly basis, and the need for leave can be verified by the faculty member. The Administration may request that the faculty member provide verification of the need for leave.

Section 5. Notice of Leave. Faculty members will generally be expected to provide thirty days notice before commencing leave, except in cases where the leave is unforeseeable. In such a case, the faculty member will provide notice as soon as practicable, but in no event later than forty-five days after the date the leave has commenced.

Section 6. Continuation of Salary and Benefits. The faculty member shall be entitled to the continuation of their full salary and all employment related benefits while they are on family and medical leave.

Section 7. Use of Other Accrued Leave. Faculty using family and medical leave will not be required to use any of their accrued leave, nor borrow against their future leave in order to maintain salary and benefits. Faculty members will have the right to use their accrued, borrowed, or transferred leave in addition to family and medical leave according to the provisions in Article XX.

Section 8. Restoration of Position. After the leave is finished, the faculty member shall be allowed to return to their position. If that position no longer exists, they are entitled to be returned to an available, equivalent position in terms of salary, benefits, and other terms and conditions of employment.

A faculty member may not be retaliated against for using or inquiring about using family and medical leave.

SABBATICAL LEAVE

Section 1. All eligible faculty members are encouraged to use sabbatical leave for research, writing, advanced study, travel for observation and study of conditions in our own or in other countries affecting the applicant's field, or related scholarly or professional activities.

Section 2. All faculty members who have achieved promotion and meet the following length of service requirements are eligible to apply for a sabbatical leave.

- a. 9-Month Faculty: Continuously appointed, without interruption by a sabbatical leave, at 0.50 FTE or above for eighteen academic quarters (excluding Summer Session); or
- b. 12-Month Faculty: Continuously appointed, without interruption by a sabbatical leave, at 0.50 FTE or above for seventy-two months; or
- c. Combined Term of Service: An accumulated equivalent of 6.0 FTE years over an indefinite period of 9-month or 12-month appointments uninterrupted by a sabbatical leave.

In calculating length of service, a one-year period of appointment at less than 0.50 FTE will count as a period of three academic quarters of service for purposes of the time requirements in subsections (a) and (b). A series of appointments shall be considered continuous whether or not interrupted by one or more authorized leaves of absence (Article XX) other than a sabbatical leave.

Section 3. Sabbatical leave salary shall be determined by multiplying the faculty member's base salary rate by the average FTE at which the faculty member was appointed during the length of service required to qualify for the sabbatical leave.

The faculty member's base salary rate shall be determined using the annual rate in effect at the time the leave begins.

Salary for 9-Month Faculty Members

- One academic year (three terms) on 70 percent of salary; or
- Two-thirds of an academic year (two terms) on 85 percent of salary; or
- One-third of an academic year (one term) on 100 percent of salary.

Salary for 12-Month Faculty Member

- One year (12 months) on 70 percent of salary; or
- Two-thirds of a year (eight months) on 85 percent of salary; or
- One-third of a year (four months) on 100 percent of salary.

The faculty member remains eligible for negotiated salary increases while on sabbatical leave.

Section 4. Sabbatical leave shall be granted by the Provost when a faculty member has submitted an application for sabbatical leave demonstrating the leave will be used for

1 research, writing, advanced study, travel for observation and study of conditions in our
2 own or in other countries affecting the applicant's field or related scholarly or
3 professional activities.
4

5 When signed by all parties, the Sabbatical Leave Agreement becomes a binding
6 contract. Revision of the Sabbatical Leave Agreement must be approved by all parties to
7 the original Agreement.
8

9 **Section 5.** At the end of the sabbatical leave, the faculty member shall submit a report of
10 the accomplishments and benefits resulting from the leave, filing copies with the
11 academic unit head, the Dean, and the Provost.
12

13 **Section 6.** Each faculty member shall sign an agreement to return to Oregon State
14 University for a period of time equal to the sabbatical leave period. If a faculty member
15 fails to fulfill this obligation, the faculty member shall repay the full salary paid during
16 the sabbatical leave plus the health care and retirement contribution paid by Oregon State
17 University on behalf of the faculty member during the leave. This amount is due and
18 payable within three months following the date designated in the Sabbatical Leave
19 Agreement for the faculty member to return to Oregon State University.
20

21 **Section 7.** Faculty members may supplement their sabbatical salaries to a reasonable
22 degree, provided that such supplementation strictly conforms to the stated and approved
23 purposes of the sabbatical leave. Supplementation of sabbatical leave paid from grants
24 and contracts must be set up as a secondary job and approved by the sponsoring agency.

UNITED ACADEMICS PROPOSAL

RETRENCHMENT

Section 1. Definition. For purposes of this Article, retrenchment shall be defined as the involuntary reduction or abrogation of an appointment of a non-tenured faculty member prior to the expiration date of their current appointment or the involuntary reduction or abrogation of an appointment of a tenured faculty member, subject to the recall and other provisions of this Article. Retrenchment shall not include suspension or termination pursuant to Article XX of this Agreement.

Section 2. Retrenchment for Programmatic Reasons.

- a. It is the responsibility of the Faculty Senate to determine which academic units are appropriate to the educational mission of the university. The Faculty Senate may determine that a particular unit shall be discontinued or reduced in size.
- b. In the event that an academic unit is proposed for termination or reduction, the academic unit concerned and United Academics shall be provided with not less than ninety days during the academic year for consultation with the Faculty Senate.
- c. In the event that retrenchment occurs, the order of retrenchment within the academic unit concerned shall be:
 - (1) faculty on fixed-term appointments without promotion
 - (2) faculty on fixed-term appointments with promotion
 - (3) faculty on annual tenure
 - (4) faculty on indefinite tenure.
- d. In selecting among faculty members within categories, the order of retrenchment shall be in reverse order of continuous service at the university. The Administration may claim exemptions to this order based on the determination that employment of a faculty member is essential to:
 - (1) the mission and purpose of the academic unit;
 - (2) the integrity or operation of the academic unit; or
 - (3) affirmative action goals.

The Administration shall notify United Academics of each such exemption claimed.

Section 3. Retrenchment for Financial Exigency.

- a. The President may declare a condition of financial exigency upon demonstration of insufficient funds to do all of the following:
 - (1) maintain all essential programs and services
 - (2) finance the full compensation of all tenured faculty
 - (3) finance the full compensation of all other faculty until the end of the period of appointment, including the providing of timely notice as outlined in Article XX.
- b. If the Administration determines that retrenchment for financial exigency may be necessary, it shall notify United Academics, the Faculty Senate, and other appropriate faculty groups and shall provide these groups with a preliminary retrenchment plan. The preliminary retrenchment plan shall address the reasons for the anticipated retrenchment, the scale of the anticipated retrenchment, and the areas proposed for retrenchment.

- 1 c. Additional financial data and other information related to such plan shall be made
2 available to United Academics and the Faculty Senate upon request.
- 3 d. The Administration shall provide a minimum of sixty days from the issuance of the
4 preliminary retrenchment plan for consultation with the above groups.
- 5 e. If, after having consulted with the above groups, the Administration determines that
6 retrenchment remains necessary, the Administration shall issue a final retrenchment plan,
7 which shall state the academic units in which retrenchment shall occur, the extent of
8 retrenchment in each academic unit, and the expected duration of retrenchment. In
9 developing the final retrenchment plan, the Administration shall address the following
10 considerations:
- 11 (1) the mission of the affected academic unit(s);
12 (2) the dependence of other academic unit(s) of the university on the academic unit(s)
13 affected;
14 (3) duplication elsewhere in the university of the offerings of the academic unit(s)
15 affected and/or arrangements to replace offerings lost;
16 (4) arrangements to allow students in the affected academic unit(s) to satisfy
17 academic needs or requirements;
18 (5) status of faculty involved and their possibilities of reemployment elsewhere in the
19 university.
- 20 f. Once a determination has been made to retrench faculty members within an academic
21 unit, the order of retrenchment of faculty members within the academic unit shall be:
- 22 (1) faculty on fixed-term appointments without promotion
23 (2) faculty on fixed-term appointments with promotion
24 (3) faculty on annual tenure
25 (4) faculty on indefinite tenure.
- 26 g. In selecting among faculty members within these groups, the order of retrenchment shall
27 be in reverse order of continuous service at the university.
- 28 h. The Administration may claim exemptions to the order described in Section 2 (f) and 2(g)
29 based on the determination that employment of a faculty member is essential to:
- 30 (1) the mission and purpose of the academic unit;
31 (2) the integrity or operation of the academic unit; or
32 (3) affirmative action goals.

33
34 The Administration shall notify United Academics of each such exemption claimed.
35

36 **Section 4. Retrenchment for Termination of External Funding**

- 37 a. Faculty supported on grants, contracts, and other external funding sources may
38 experience retrenchment due to the termination of such support.
- 39 b. The Administration, in consultation with the Principal Investigator(s) administering the
40 external funding source, shall provide both United Academics and the affected faculty
41 members a minimum four month notice of expected retrenchment, except in cases of
42 sudden unexpected reduction or termination of external funds. Such notice shall include
43 the reasons for retrenchment, anticipated length of retrenchment, and information on
44 accessing bridge funding and the FRA/RA Job Exchange described in Article XX.
45

46 **Section 5. Notice to Retrenched Faculty Members.**

- a. Faculty members to be retrenched shall be informed as soon as possible of their selection. The Administration shall provide a minimum twelve-month notice to faculty on indefinite tenure and four-month notice to all other faculty members, except in cases of sudden unexpected reduction or termination of external funds. Such notice shall be provided in writing and contain affirmation that the individual faculty member's retrenchment resulted from factors unrelated to the individual's merit or good standing and shall contain either the date of resumption of employment or a statement that the retrenchment period is indefinite in duration.
- b. The Administration will work to establish retrenchment dates which coincide with the end of an academic term so as to minimize the disruption of work.
- c. Once notice of retrenchment for financial exigency has been given, the Administration and the affected faculty member by mutual agreement may abbreviate said notice period by agreeing to a lump sum payment of sixty percent of the faculty member's salary for the period for which the notice is shortened.
- d. A faculty member who has been given notice of retrenchment will, upon their request, be released without pay at the end of any term or session, even though the notice period has not yet expired.

Section 6. Recall Rights of Retrenched Faculty Members.

- a. Faculty members with promotion who receive non-renewal of their appointment based upon a lack of resources to continue funding the faculty member's position or curricular or programmatic changes shall be considered to be retrenched for the purposes of recall rights.
- b. Faculty members whose appointments end because their bridge funding expires shall be considered to be retrenched for the purposes of recall rights.
- c. Faculty members who receive only health insurance coverage through bridge funding shall be considered to be retrenched for the purposes of recall rights.
- d. The Administration shall make a reasonable effort to locate employment for retrenched faculty members within the university.
- e. Faculty members who are retrenched may have their names placed on a recall list. Retrenched faculty members retain recall rights for a period of three years from their dates of retrenchment.
- f. Faculty members on the recall list shall be regularly sent bargaining unit position vacancy announcements. For this purpose, retrenched faculty members shall retain access to their Oregon State University email address for a period of three years.
- g. A faculty member who meets the minimum required qualifications for a position that becomes open within the university shall be given an opportunity to be reinstated to employment in the available position.
- h. When more than one retrenched faculty member meets the minimum required qualifications for a position, they will be reinstated in the order of
 - (1) faculty on indefinite tenure
 - (2) faculty on annual tenure
 - (3) faculty on fixed-term appointments with promotion
 - (4) faculty on fixed-term appointments without promotion.

- 1 i. In selecting among faculty members within these groups, the order of reinstatement shall
2 be in order of continuous service at the university.
- 3 j. The Administration may claim exemptions to the order described in Section 6 (h) and 6(i)
4 based on the determination that employment of a faculty member is essential to:
5 (1) the mission and purpose of the academic unit;
6 (2) the integrity or operation of the academic unit; or
7 (3) affirmative action goals.
- 8 k. Any offer of employment pursuant to this section must be accepted within thirty days
9 after the date of receipt of the offer.
- 10 l. All faculty members who are recalled shall be offered reemployment at the same rank.
- 11 m. A tenured faculty member recalled to employment in their retrenched unit shall return
12 with tenure.
- 13 n. All faculty members who are recalled shall regain eligibility for sabbatical leave, if any,
14 which they possessed at the time of retrenchment, as well as accrued seniority and
15 eligibility for other benefits consistent with applicable state and federal law.

16
17 **Section 7.** The Administration may not use non-bargaining unit members to replace bargaining
18 unit work within a retrenched academic unit.

19
20 **Section 8.** The Administration shall maintain a one-year hiring freeze on all senior level
21 administrative positions during a retrenchment for financial exigency.

UNITED ACADEMICS PROPOSAL

DISCIPLINE and TERMINATION FOR CAUSE

Section 1. No faculty member shall be subject to discipline without just cause. Discipline will be administered in a progressive manner. Penalties shall be appropriate to the circumstances and proportionate to the seriousness of the offense. In prescribing disciplinary actions, some offenses are so serious that suspension or dismissal may be warranted on the first occurrence even though the faculty member has no prior record of having been disciplined. All offenses can have a cumulative effect, and offenses need not be identical to impose a penalty more severe than prescribed for a similar offense. The period of reckoning for considering a previous letter of reprimand in determining the level of discipline shall be limited to two years.

Section 2. The progressive sanctions for disciplinary action that may be imposed on a faculty member include the following:

- a. Written reprimand – a formal written expression of institutional rebuke, which shall contain a description of the misconduct and be identified as a reprimand.
 - i. A written reprimand is distinguished from a verbal warning, which is not a disciplinary action.
 - ii. A written reprimand shall be delivered to the faculty member and maintained in the faculty member's designated evaluation file for a period of two years.
- b. Suspension with pay for a period specified in writing.
 - i. The written statement of suspension shall include the precise terms of the suspension. Those terms may include, for example, some or all of the following: loss of normal faculty privileges such as access to university property, participation in departmental governance, voting rights, administration of grants, supervision of graduate student(s), loss of parking or library privileges, and use of university administrative services.
 - ii. Suspension as a disciplinary action is to be distinguished from administrative leave, which is a precautionary action.
 - iii. A faculty member suspended with pay shall not be expected to perform any functions that depend on privileges that have been suspended.
- c. Suspension without pay for a period of time specified in writing.
 - i. The written statement of suspension shall include the precise terms of the suspension. Those terms may include, for example, some or all of the following: loss of normal faculty privileges such as access to university property, participation in departmental government, voting rights, administration of grants, supervision of graduate students, loss of parking or library privileges, and use of university administrative staff.
 - ii. Suspension as a disciplinary action is to be distinguished from administrative leave, which is a precautionary action.

1 iii. A faculty member suspended without pay shall not be expected to perform
2 job functions.

3
4 d. Termination.

5
6 **Section 3.** Verbal counseling, verbal reprimands, remediation training, coaching,
7 evaluations, and promotion and compensation decisions are not discipline.

8
9 **Section 4.** Termination of a faculty member prior to the expiration of their appointment,
10 termination of a tenured faculty member, or other action, taken for financial,
11 programmatic, or other administrative considerations are covered by Article XX-
12 Retrenchment.

13
14 **Section 5.** Prior to imposing discipline involving the loss of pay or benefits or
15 terminating a faculty member, the Administration will provide the faculty member with
16 written notice and at least seven days to respond.

17
18 **Section 6.** A faculty member has the right to have a representative present, to represent or
19 accompany the member, in any meeting regarding discipline. At least twenty-four hours
20 before the meeting, the Administration will inform the faculty member of their right to
21 have a representative present.

22
23 **Section 7.** All disciplinary actions covered by this Article are grievable under this
24 Agreement. A grievance concerning suspension without pay or termination may be
25 initiated at Step 3 of the grievance procedure.

26
27 **Section 8.** The Administration may place a faculty member on administrative leave with
28 pay and impose other conditions on a faculty member that do not involve the loss of
29 compensation while the Administration conducts an investigation or considers the
30 imposition of discipline.

31
32 Administrative leave and any additional conditions imposed pursuant to this section shall
33 be limited to sixty days. Any additional extension of the leave beyond the time frame
34 described in the notice to the faculty member shall only be made by mutual agreement
35 between the Administration and the faculty member.

UNITED ACADEMICS PROPOSAL

GRIEVANCE PROCEDURE

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

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

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

STEP 1 – INFORMAL

Section 3.

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

STEP 2 – FORMAL

Section 4.

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

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

Section 6. The written grievance must contain:

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

Section 7. The dean, director, unit executive officer, or the respective designee shall meet with the grievant and their representative (if desired by the grievant) within twenty-one days of receipt of the written grievance. The grievance meeting will be scheduled at a

1 mutually agreeable time and location. Grievants who are assigned to work at locations
2 more than thirty miles from the Corvallis campus shall be able to participate in the
3 hearing via teleconference.

4
5 The dean, director, unit executive officer, or the respective designee shall send a written
6 decision to the grievant within twenty-one days of receipt of the grievance.

7
8 **STEP 3 – FACULTY GRIEVANCE COMMITTEE**

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

15
16 **Section 9.** The Faculty Grievance Committee shall meet with the grievant and their union
17 representative within thirty days of receipt of the written grievance. The Faculty
18 Grievance Committee hearing will be scheduled at a mutually agreeable time and
19 location. Grievants who are assigned to work at locations more than thirty miles from the
20 Corvallis campus shall be able to participate in the hearing via teleconference.

21
22 **Section 10.**

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

26
27 Each party shall have a right to call and examine witnesses and to introduce exhibits or
28 other documents. The members of the Faculty Grievance Committee may question any
29 witness and may call additional witnesses.

30
31 If the grievant so chooses, they may be accompanied or represented by any other person
32 at the hearing.

33
34 Either party may provide for and obtain a sound recording of the hearing.

35
36 The hearing shall be open to the public at the option of the grievant to the extent allowed
37 by law. Deliberations of the Faculty Grievance Committee, however, shall not be open to
38 the public or the parties.

39
40 The Faculty Grievance Committee's report shall be made in the form of a written
41 recommendation to the President. It shall be based only upon evidence presented at the
42 hearing. The recommendation shall include a description of the complaint, the evidence
43 the Faculty Grievance Committee collected, and its conclusions and recommendations for
44 disposition of the case.

45
46 The recommendations shall be sent to the grievant, to the President, and to the dean,

1 director, or executive officer in charge of the unit out of which the grievance arose within
2 sixty days of receipt of the appeal to the Committee.

3
4 The President shall review the decision of the Committee and shall deliver a written
5 decision to the grievant, the Faculty Grievance Committee, and to the dean, director, or
6 executive officer in charge of the unit out of which the grievance arose within thirty days
7 of receipt of the Committee's recommendation.

8
9 If the President rejects or modifies the recommendations of the Committee, the reasons
10 shall be stated in the decision.

11 12 **STEP 3 - PRESIDENT**

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

17
18 **Section 12.** The President shall meet with the grievant and their representative (if desired
19 by the grievant) within twenty-one days of receipt of the written grievance. The grievance
20 meeting will be scheduled at a mutually agreeable time and location. Grievants who are
21 assigned to work at locations more than thirty miles from the Corvallis campus shall be
22 able to participate in the hearing via teleconference.

23
24 **Section 13.** The President will consider all information submitted and discussed during
25 the grievance meeting. Prior to issuing a decision, the President may interview any
26 person or review any document concerning the grievance to supplement the record. The
27 President's decision should list any person interviewed or document reviewed that was
28 not presented during the grievance meeting.

29
30 **Section 14.** The President shall send a written decision to the grievant within thirty days
31 of the grievance meeting.

32 33 **GENERAL PROVISIONS**

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

38
39 **Section 16.** Grievances alleging prohibited discrimination must be filed within 180
40 calendar days following the date the grievant knew or by reasonable diligence should
41 have known of the acts that gave rise to the grievance.

42
43 Grievances alleging discriminatory harassment must be filed within 365 calendar days
44 following the date the grievant knew or by reasonable diligence should have known of
45 the acts that gave rise to the grievance.

1 Grievances alleging prohibited discrimination or discriminatory harassment shall be filed
2 at Step 3 with the President.

3
4 **Section 17.** If the grievant so chooses they may be accompanied or represented by any
5 other person at the hearing.

6
7 **Section 18.** If the Administration fails to respond within the time limits at any step in this
8 grievance process, the grievance will be deemed to be upheld and the remedy requested
9 shall be granted to the extent possible under law and/or the provisions of this Agreement.

10
11 **Section 19.** An individual filing a grievance in good faith or otherwise participating in
12 any of the actions authorized under these grievance rules shall not be subject to
13 retaliatory action of any kind by any employee of Oregon State University.

UNITED ACADEMICS PROPOSAL

ARBITRATION

Section 1. If the grievance brought under grievance procedure is not resolved at Step 3, United Academics may submit the matter to arbitration.

Section 2. Notice of intent to arbitrate must be filed with the President within twenty-one days of the date of the President's Step 3 decision.

Section 3. Within twenty-one 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, United Academics shall request the Oregon Employment Relations Board submit a list of five arbitrators, none of whom shall be an employee of Oregon State University or United Academics 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.

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

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

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

Section 5. The arbitrator shall hold the hearing at or near the work location of the original grievant, unless otherwise agreed in writing by the Parties.

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

Section 6. The arbitrator derives authority wholly and exclusively from this Agreement. The arbitrator shall not add to, subtract from, modify, or alter the terms or provisions of this Agreement. Decisions related to granting promotion or tenure may be challenged exclusively through the appeal process described in Article XX, Appeal of the Denial of Tenure or Promotion.

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

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

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

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

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

UNITED ACADEMICS PROPOSAL

NOTICE OF APPOINTMENT

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

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

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

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

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

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

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

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

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

Section 7. Fixed-Term Appointments With Promotion. Faculty members on fixed-term appointments who have achieved promotion will receive extended fixed-term appointments of at least two years. These faculty members will receive a renewal or non-renewal notice at least sixteen months prior to the expiration of their appointment. A renewal notice will provide an appointment of at least the duration of the prior appointment.

Faculty members on fixed-term appointments who have achieved promotion may only be non-renewed for the following reasons:

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

Section 8. Non-renewal Review. For faculty members on fixed-term appointments who have achieved promotion, non-renewal notices must be approved by the Provost. The non-renewal notice shall include a written statement documenting the reason for non-renewal.

Faculty members on fixed-term appointments who have achieved promotion may appeal a non-renewal notice. Within ten days of receiving the notice, the faculty member will notify the Provost of their intent to appeal the non-renewal notice.

The faculty member may appeal on the following grounds:

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

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

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

Section 10. Faculty members who have achieved promotion may not have their appointment FTE reduced without mutual agreement.

In the event of course cancellation for insufficient enrollment:

- a. The Administration 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.

1
2 b. If it is not possible to replace the course assignment within the same appointment period
3 and academic year, the department may provide an equivalent, alternative assignment.
4 Examples of such work include, but are not limited to, the following:

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

11
12 The equivalent, alternative assignment must be completed during the same term the
13 cancelled course was scheduled.

UNITED ACADEMICS PROPOSAL

POSITION DESCRIPTIONS

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

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

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

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

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

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

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

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

Section 7. Disputes between the faculty member and the supervisor over assigned duties and position descriptions should be resolved through mediation. The parties agree to form a standing 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.

19
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.

25
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.

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.

UNITED ACADEMICS PROPOSAL

GENERAL GUIDELINES FOR PROMOTION AND TENURE

Preamble. The purpose of these guidelines is to provide common procedures for promotion and tenure for all Oregon State University faculty members.

Section 1. The granting of promotion and tenure is based on merit. Promotion and tenure are never automatic or routine.

Section 2. Responsibility for promotion and tenure recommendations rests principally with the senior members of the faculty, academic unit heads, and academic deans. Final responsibility rests with the Provost. Reviewers base their recommendations on carefully prepared dossiers that document and evaluate the accomplishments of each candidate measured relative to the duties enumerated in their position description.

Section 3. Promotion and tenure are awarded to recognize faculty members' contributions to the missions of OSU in their assigned job duties in:

- teaching, research, and service;
- equity, inclusion, and diversity; and
- extension, clinical practice, librarianship, and other assignments.

The classification of work into these categories is flexible to accommodate the diversity of work done by OSU faculty members. Evaluations for promotion and tenure will not depend on how a faculty member's work is classified into these categories.

Section 4. Communication of Expectations. The Administration will inform faculty members of promotion and tenure expectations in their Notice of Appointment. Supervisors will inform faculty members, in a constructive way, of their progress toward promotion and tenure using Annual Reviews and, if applicable, the Midterm Review.

Section 5. Position Descriptions. Faculty members are hired with expectations of performance of assigned job duties that are established in their position descriptions, which may then be revised as the academic unit's needs and as the faculty member's assignments change.

If position descriptions change during the review period, the expectations of performance of assigned job duties during the review period will be adjusted proportionally.

Section 6. Criteria for Promotion and Tenure Review. Candidates for promotion and tenure will be evaluated objectively for excellence in the performance of their assigned job duties. Position descriptions may enumerate specific expectations. The performance of assigned job duties is documented in the dossier. Evaluation will focus on the quality of work performed and the candidate's success in achieving the work. Evaluation will consider innovation, creativity, and evidence of effectiveness.

Further criteria for evaluating faculty members' performance of assigned job duties for promotion and tenure review will be developed with faculty input by academic units, colleges, and Faculty Senate.

Section 7. Joint and Multiple Appointments. The head from the reviewing academic unit will also work in cooperation with any other supervisors to whom the faculty member reports. The expectations for promotion and tenure, including the review process, are documented at the time of hire, as per Article XX, Notice of Appointment.

Section 8. Promotion and Tenure Calendar. Promotion and tenure clocks begin on September 16 following the faculty member's hire, unless otherwise stipulated in the offer letter. Promotion and tenure decisions will be announced by June 1. Promotion and tenure are instituted on September 16 following the promotion and tenure decision.

Section 9. Years of Service towards Promotion and Tenure. Annual appointment at any FTE counts as one year of service towards promotion and tenure.

FACULTY DOSSIERS

Section 10. Compilation of the Dossier. Promotion and tenure decisions are based primarily on an evaluation of the candidate's achievements as described in their dossier. The dossier must document evaluation of the candidate's performance, consistent with the candidate's position description.

Although the candidate prepares much of the material for the dossier, the academic unit head will ensure that the candidate receives assistance as needed. The academic unit head is responsible for seeing that the final dossier is complete and conforms to university guidelines.

Section 11. Access to the Dossier and Personnel Records by the Faculty Member. Faculty members will be allowed full access to their own dossiers, personnel records, and records kept by the university, college, or academic unit, except for:

- letters of evaluation submitted as part of a pre-employment review at OSU and
- solicited letters of evaluation for faculty members who signed voluntary waivers of access to those letters as part of a promotion or tenure review.

Section 12. Certification of Completeness. Prior to the dossier receiving its first formal reviews by the academic unit Promotion and Tenure Review Committee and academic unit head, the candidate must sign and date a certification that the open part of the dossier is complete. Should the candidate and academic unit head disagree on the inclusion of some materials, the candidate may indicate their objection in the statement of certification.

Section 13. Once the dossier is certified by the candidate, the only material that may be added subsequently are:

- student letter of evaluation,
- administrative letters of evaluation,
- the candidate's letters of response to administrative letters of evaluation,
- other letters and materials as described in Section 15, and

- manuscripts accepted for publication and grants funded after the dossier is certified.

Section 14. Throughout the process of review, the open part of the dossier remains available to the candidate at their request. The candidate will receive copies of all letters of evaluation by reviewers at the academic unit and college levels when they are added to the dossier.

Section 15. Dossier Guidelines. Dossiers will include, as applicable, in order:

Cover page: The cover page includes the name of the candidate, their academic unit and college, and what action is being requested (e.g. promotion to Professor).

Waiver of Access: Candidates must choose whether to sign a waiver of access for outside letters of evaluation. Execution of the waiver is voluntary; promotion and tenure decisions will be made without regard to whether the candidate has signed the waiver. The signed waiver of access or a statement that the candidate chose not to sign the waiver of access must be included. Section 16 further describes the waiver of access.

Position Description: All of the candidate's position descriptions during the review period must be included to ensure accurate evaluation. A table that summarizes FTE and the allocation of effort among assigned job duties during the review period must be included.

Candidate's Statement: The candidate will include a two- to four-page statement of their contributions to teaching, research, and service; equity, inclusion, and diversity; and extension, clinical practice, librarianship, and other assignments. Any of these categories of job duties that are not assigned may be omitted from the candidate's statement.

Student Letter of Evaluation: Students will be invited to participate in the review of faculty for promotion and tenure. Section 20 further describes the student letter of evaluation.

Administrative Letters of Evaluation: Administrative letters of evaluation will be completed, signed, and added to the dossier in the following order, as applicable:

- direct supervisor(s);
- academic unit Promotion and Tenure Review Committee;
- academic unit head;
- other administrators with supervisory responsibility of the candidate;
- college Promotion and Tenure Review Committee; and
- dean, director, vice president, or vice provost.

Sections 21–29 further describe administrative letters of evaluation.

The candidate may request that Faculty Senate appoint and authorize a committee to verify that the letters from the academic unit Promotion and Tenure Review Committee and the academic unit head have properly summarized the solicited letters of evaluation. If the candidate requests this review, the report from this committee will be placed after the academic unit head's letter. Section 24 further describes this Faculty Senate review.

1 The candidate may include in their dossier a rebuttal letter after each of the administrative letters
2 of evaluation are added and before the dossier is passed on to the next level of review. Each
3 rebuttal letter will be placed in the dossier immediately after the letter to which it applies.
4 Sections 25 and 29 further describe rebuttal letters.

5
6 ***Promotion and Tenure Curriculum Vitae:*** All of the candidate's assigned job duties must be
7 documented in the curriculum vitae to ensure an accurate evaluation. The curriculum vitae for
8 promotion or tenure review must be formatted according to current Faculty Senate policy.

9
10 ***Letters of Evaluation:*** Letters of evaluation solicited from leaders in the field will be included:
11 • six to eight letters of evaluation for candidates in the Tenure-Track classification and
12 Fixed-Term Professorial categories, and
13 • four letters of evaluation for candidates in Fixed-Term Instructional categories and Fixed-
14 Term Research categories.

15 Sections 17–19 further describe letters of evaluation.

16
17 ***Other Letters and Materials (optional):*** Other than the administrative letters of evaluation
18 described above, the student letter of evaluation, and internal or external letters of evaluation,
19 letters from other sources are not generally necessary. Signed letters of support or advocacy from
20 colleagues, students, and clients should be included only if they are required for fairness and
21 balance. If there is a compelling reason to include such letters, the academic unit head should
22 write a statement identifying the significance of the letters, whether solicited or unsolicited, and
23 the need to include them in the dossier. All letters should be letters of evaluation and should be
24 open to the candidate. The academic unit head should include any other material that may be
25 relevant to a full and fair review.

26
27 ***Certification of Completeness:*** Section 12 describes the candidate's certification of
28 completeness.

29 30 **WAIVER OF ACCESS**

31 **Section 16.** A faculty member shall not be denied full access to their personnel records kept by
32 the university or its colleges or academic units. All faculty members have a right to view any
33 letter of evaluation submitted in connection with the faculty member's promotion or tenure
34 review, although faculty members may waive the right to review letters of evaluation requested
35 from internal and external evaluators.

36
37 Faculty members are not required to waive their right to review letters of evaluation. All faculty
38 members are entitled to and will receive full and fair evaluation of dossier materials submitted in
39 support of promotion and tenure, including letters of evaluation, whether they have waived their
40 right to view them or not.

41
42 All faculty members retain their right of access to written evaluations prepared by their academic
43 unit, their academic unit head, their college, their dean, and the Provost, although the
44 confidentiality and identity of other evaluators referred to in these evaluations will be maintained
45 if a waiver has been signed.

SOLICITED LETTERS OF EVALUATION

Section 17. For candidates in the Tenure-Track classification and Fixed-Term Professorial categories, six to eight external letters of evaluation will be obtained.

Letters should generally be from people in the candidate's field, chosen for their ability to evaluate the parts of the dossier for which they have specific expertise. The evaluators should be chosen so that at least one evaluator has the expertise to evaluate each of the candidate's assigned job duties. Letters should generally be from people who hold a rank at or above the level for which the candidate is being considered, or an experience level equivalent to such a rank.

Letters should not be solicited from people who have collaborated with the candidate in the last five years. Letters should not be solicited from former postdoctoral advisers or graduate mentors of the candidate, nor from students advised or mentored by the candidate. If letters from any of these generally excluded evaluators are critical to candidate assessment, a detailed explanation of why their participation is essential and how objectivity can be maintained must be provided by the academic unit head who requested the letter.

The candidate must submit to the academic unit head a list of five to eight evaluators who meet the criteria in this Section. In the final dossier, at least three of the letters of evaluation will be from the candidate's list of evaluators, but no more than half of the letters of evaluation can be from the candidate's list of evaluators.

If additional names are needed, these will be obtained from the candidate by the academic unit head. The other evaluators will be selected by the academic unit head or academic unit Promotion and Tenure Review Committee according to practices within the academic unit.

If an evaluator was suggested by both the candidate and others, that evaluator will be considered among the candidate's pool of evaluators unless there is clear indication why they should be included in the pool of other evaluators.

All letters must be requested by the academic unit head or the academic unit Promotion and Tenure Review Committee chair, not the candidate.

Section 18. For candidates in the Fixed-Term Instructional categories and the Fixed-Term Research categories, four letters of evaluation will be obtained.

Letters should generally be from individuals in the candidate's field, chosen for their ability to evaluate the parts of the dossier for which they have specific expertise. The evaluators should be chosen so that at least one evaluator has the expertise to evaluate each of the candidate's assigned job duties. Letters should generally be from people who hold a rank at or above the level for which the candidate is being considered or an experience level equivalent to such a rank. The ability to objectively evaluate the candidate is the primary criterion in selecting evaluators. Evaluators may be internal or external to OSU. Internal evaluators must be outside of the candidate's academic unit but may be people within or outside the candidate's college who have worked with the candidate but can objectively evaluate the candidate's dossier.

1
2 The candidate must submit to the academic unit head a list of four evaluators who meet the
3 criteria in this Section. In the final dossier, two of the letters of evaluation will be from the
4 candidate's list of evaluators.
5

6 If additional names are needed, these will be obtained from the candidate by the academic unit
7 head. The other evaluators will be selected by the academic unit head or academic unit
8 Promotion and Tenure Review Committee according to practices within the academic unit.
9

10 If an evaluator was suggested by both the candidate and others, that evaluator will be considered
11 among the candidate's pool of evaluators unless there is clear indication why they should be
12 included in the pool of other evaluators.
13

14 All letters must be requested by the academic unit head or the academic unit Promotion and
15 Tenure Review Committee chair, not the candidate.
16

17 **Section 19.** Each evaluator will be sent the candidate's position description(s), the table
18 summarizing FTE and the allocation of effort among assigned job duties during the review
19 period, the candidate's statement, and the candidate's current curriculum vitae.
20

21 The letters of evaluation section of the dossier must include:

- 22 • a description of the process used in the academic unit for the selection of the evaluators;
- 23 • a copy of the instructions given to the evaluators; and
- 24 • a short description of the group of evaluators who provided letters and whether the
25 candidate or the academic unit nominated them to be evaluators.
26

27 Letters from evaluators must be available prior to initiating the review of the dossier.
28

29 **Section 20. Student Letter of Evaluation.** The purpose of the student letter of evaluation is to
30 document the students' perspective of the candidate's effectiveness as a teacher, mentor, and
31 adviser. In order to provide a consistent source of information for the process, the academic unit
32 Promotion and Tenure Review Committee and the academic unit head will organize a student
33 committee for faculty evaluation using the following process.

- 34 a. The academic unit head or designee will request a list of current and recent students,
35 including advisees, from the candidate.
- 36 b. The academic unit Promotion and Tenure Review Committee and the academic unit head
37 will jointly generate an additional list of students.
- 38 c. The academic unit head or designee will request letters of evaluation from the combined
39 lists. An attempt should be made to request input from students whose collective
40 experience represents the profile of the teaching duties of the candidate. For example, if
41 the candidate teaches all undergraduate courses, it is appropriate for all letters to come
42 from undergraduates. If the candidate teaches a combination of courses, the students
43 should have a combination of experiences that provide sufficient information to evaluate
44 the candidate's performance.
- 45 d. Whether the candidate can access student letters of evaluation is determined by whether
46 the candidate has signed the waiver of access. Requests to students for letters of

1 evaluation of a faculty member must inform the students about whether the candidate will
2 see their letters and about who else will see their letters. Students must also be informed
3 that only signed letters will be used as part of the process.

- 4 e. There should be four to twelve total letters, depending on the variety of the candidate's
5 assigned teaching duties. The number of letters from the list generated by the candidate
6 should differ by at most one from the number of letters from the list generated by the
7 academic unit.
- 8 f. The academic unit head or designee will form a student committee whose task is to write
9 a letter summarizing the input from student evaluators. Members of this committee:
 - 10 i. should be current students,
 - 11 ii. should be half from the list provided by the candidate and half from the list
12 generated by the academic unit,
 - 13 iii. may be students from whom letters were solicited, and
 - 14 iv. should not be current advisees of the candidate.
- 15 g. The student committee will be provided with the student letters of evaluation, the student-
16 oriented teaching portion of the dossier (i.e. excluding solicited letters of evaluation),
17 plus any additional information pertinent to their review.
- 18 h. The academic unit Promotion and Tenure Review Committee or academic unit head will
19 select a student chair of the student committee. The only duty of this committee is to
20 write a summary letter that includes information from the student letters of evaluation
21 and the teaching portion of the dossier.
- 22 i. The student committee will be instructed to include in its summary the perspectives
23 represented by all the student letters of evaluation (i.e. not to integrate opinions into an
24 intermediate position).
- 25 j. All members of the committee should sign the summary letter and present it to the
26 academic unit Promotion and Tenure Review Committee and academic unit head. The
27 summary letter and the names of the people on the student committee will be open to the
28 candidate even if the candidate has signed a waiver of access.
- 29 k. The student committee section of the dossier must include:
 - 30 i. a description of the process used in the academic unit for the selection of the
31 student committee;
 - 32 ii. a copy of the instructions given to the students;
 - 33 iii. a short description of the group of students who provided letters, the nature of
34 their relationship to the candidate, and whether the candidate or the academic unit
35 nominated them to be evaluators; and
 - 36 iv. the summary letter from the student committee, signed by the members of the
37 committee.

38
39 **Section 21. Academic Unit Review and Recommendation.** The academic unit Promotion and
40 Tenure Review Committee and the academic unit head will each independently evaluate the
41 materials in the candidate's dossier. The academic unit Promotion and Tenure Review
42 Committee and the academic unit head will each recommend either for or against the candidate's
43 promotion or tenure, and will provide rationale for their decision in a formal letter of evaluation.
44

45 **Section 22. Academic Unit Letters of Evaluation of the Candidate.** The letters from the
46 academic unit Promotion and Tenure Review Committee and the academic unit head evaluate

1 the relative strengths and weaknesses of the candidate's performance. These letters should
2 address all assigned job duties identified in the position description and comment on key points
3 in the dossier. These letters should summarize and comment on key points in the solicited letters
4 of evaluation. These letters will include a fair and balanced summary of the candidate's
5 performance relative to tenure or promotion guidelines.

6
7 In addition to the information available in the candidate's dossier, the academic unit head will
8 also consult the candidate's personnel records maintained in the academic unit. The academic
9 unit head may include comments on any information in the candidate's personnel records that are
10 relevant to the evaluation of their assigned job duties.

11
12 If the candidate reports to, or works closely with one or more supervisors or more than one
13 academic unit, letters from each supervisor, academic unit head, and academic unit Promotion
14 and Tenure Review Committee will be included. Letters from supervisors below the academic
15 unit head will evaluate the performance of assigned job duties identified in the position
16 description but need not provide a broader evaluation (e.g. summarize solicited letters).

17
18 **Section 23. Report to the Candidate.** The academic unit head will confer with the candidate to
19 share the outcomes of the academic unit reviews prior to the dossier being forwarded to the
20 college for review. The candidate may have a colleague or United Academics representative
21 accompany them to the meeting as an observer.

22
23 The candidate will receive a copy of the complete dossier forwarded to the college, with the
24 exception of material covered by the waiver of access, if a waiver was signed by the candidate.

25
26 **Section 24. Faculty Senate Review.** Within ten days of receiving all academic unit level
27 reviews, the candidate may request that a faculty committee appointed and authorized by the
28 Faculty Senate examine the contents of the candidate's dossier to verify that all statements
29 therein have properly summarized the solicited letters of evaluation. The Faculty Senate will
30 provide a report on the summaries of the solicited letters of evaluation. This review is added to
31 the dossier at that time. A copy of the report will be sent to the candidate.

32
33 **Section 25. Candidate's Response to the Academic Unit Letters.** If the candidate does not
34 request a Faculty Senate Review, the candidate has ten days after receiving all academic unit
35 level reviews to add, if they desire, a written statement regarding these reviews that will be
36 included in the dossier.

37
38 If the candidate requests a Faculty Senate review, the candidate will have ten days after receiving
39 the Faculty Senate's report to add, if they desire, a written statement regarding the academic unit
40 level reviews and the Faculty Senate report that will be included in the dossier.

41
42 **Section 26. Materials Forwarded to the College.** The candidate's dossier, including the letters
43 of evaluation and recommendation from the academic unit head, the academic unit Promotion
44 and Tenure Review Committee, and the student committee, together with the candidate's
45 response to these evaluations, if added, is forwarded for review at the college level to both the
46 college Promotion and Tenure Review Committee and the dean of the college.

Section 27. College Promotion and Tenure Review Committee. The college Promotion and Tenure Review Committee review letter shall provide:

- an independent evaluation of the merits of the candidate as presented in the dossier;
- an opinion as to whether the academic unit level letters of evaluation fairly and uniformly assess the merits of the candidate's performance as documented in the dossier; and
- an assessment of whether college promotion and tenure standards were applied consistently to the candidate.

This letter will not simply be a restatement of evaluations at the academic unit level.

This college review process does not preclude deans from forming an advisory group of college administrators whose role is limited to reviewing dossiers and providing input to the dean regarding promotion and tenure practices in the college. Such advisory groups do not vote on any case and will not add a letter to the dossier.

The letter from the college Promotion and Tenure Review Committee is added to the dossier and forwarded to the dean.

Section 28. Dean's Review. The dean's letter shall provide:

- an independent evaluation of the merits of the candidate as presented in the dossier,
- an opinion as to whether the academic unit level letters of evaluation fairly and uniformly assess the merits of the candidate's performance as documented in the dossier, and
- an assessment of whether college promotion and tenure standards were applied consistently to the candidate.

This letter will not simply be a restatement of evaluations at the academic unit level.

The dean's letter is added to the dossier.

Section 29. Response to the College Letters. Both college level letters are provided to the candidate. The candidate has ten days after receiving all college level reviews to add, if they desire, a written statement regarding these reviews that will be included in the dossier.

Section 30. Provost Review and Recommendation. Completed dossiers that have received uniformly positive recommendations at the academic unit and college levels of review will be forwarded to the Provost's Office. In reaching a final decision, the Provost's Office may confer with others as appropriate.

All dossiers that have received not uniformly positive recommendations at the academic unit and college levels will be reviewed by the University Administrative Promotion and Tenure Committee, which is chaired by the Provost and consists of the Senior Vice Provost for Faculty Affairs, the Vice President for Research, the Vice Provost for Outreach and Engagement, and the Dean of the Graduate School.

The purpose of the Provost review is to ensure that all faculty members are held to common standards and to resolve disagreements in previous recommendations. In cases in which the members of the University Administrative Promotion and Tenure Committee are divided over

1 the final recommendation, or in which their recommendation differs from those of the college or
2 academic unit, the candidate's dean and academic unit head will both be invited for discussion.

3
4 The Faculty Senate Promotion and Tenure Committee will have access to all dossiers under
5 consideration, and representatives of the committee will observe the deliberations of the
6 University Administrative Promotion and Tenure Committee on cases where clarification or
7 discussion with deans or academic unit heads takes place, to ensure an equitable process for all
8 faculty members.

9
10 **Section 31. Withdrawal.** At any time during the review process before receiving the decision of
11 the Provost, the candidate may withdraw their dossier.

12
13 **Section 32. Decisions and Appeals.** When all necessary reviews and discussions have been
14 completed, the Provost will make the final decision. Candidates will be informed of the decision
15 in writing.

16
17 In the case of a denial of tenure or promotion, the basis for the denial will be stated, along with
18 information on the right to appeal.

19
20 Candidates not approved for promotion or tenure by the Provost may appeal to the President
21 within fourteen days of receipt of the letter announcing the decision. Extenuating circumstances,
22 procedural irregularities that were not considered by the Provost, and factual errors in the
23 evaluations are grounds for appeal. When appealing, the candidate should write a letter to the
24 President stating which of the above criteria for appeal applies and stating the facts that support
25 the appeal.

26
27 **Section 33. Return of Dossiers.** After the university level review is finished, the complete
28 dossier is retained temporarily in the Office of Faculty Affairs. The dossier is subsequently
29 returned to the appropriate dean, typically at the start of the next academic year. The dean will
30 then return it to the academic unit, where, after confidential letters have been removed if the
31 candidate signed the waiver of access, the dossier is retained as part of the faculty member's
32 personnel records.

33 **FORMATION OF REVIEW COMMITTEES**

34
35 **Section 34. Academic Unit Promotion and Tenure Review Committee.** The academic unit
36 Promotion and Tenure Review Committee is intended to be an independent voice of evaluation.

37
38 Promotion and Tenure Review Committee members should be from ranks at or above the rank
39 sought by the candidate. All faculty members in the same category as the candidate with rank at
40 or above the rank sought by the candidate are eligible to be Promotion and Tenure Review
41 Committee members (e.g. faculty members with Senior Instructor I or Senior Instructor II can
42 serve on Promotion and Tenure Review Committees for promotion to Senior Instructor I).

43
44 Academic units will develop policies describing which ranks within categories different than the
45 candidate's category may vote on tenure and promotion decisions (e.g. whether faculty members
46 with Senior Instructor II rank can serve on Promotion and Tenure Review Committees for

1 promotion to Professor, whether faculty members with Professor rank can serve on Promotion
2 and Tenure Review Committees for promotion to Senior Instructor II). Academic units may
3 choose to allow faculty members in some ranks and categories to participate in the discussions of
4 the Promotion and Tenure Review Committee as non-voting members.

5
6 For tenure and promotion to Associate Professor or Senior Instructor I (Tenure Track), academic
7 units may also choose to allow faculty members in some ranks and categories to participate in
8 discussions or votes about promotion but not allow participation in discussions or votes about
9 tenure.

10
11 The committee shall be comprised of either all eligible faculty members in the academic unit or
12 an elected subset of these eligible faculty members. The academic unit head is not eligible to be a
13 member of the committee. The composition and size of the committee should provide fair and
14 diverse faculty representation. The composition of the committee should also provide
15 representation to effectively evaluate all of the assigned job duties in the candidate's position
16 description and the candidate's area of expertise, programs of study, location, etc. The committee
17 must include at least three voting members.

18
19 If there are not enough faculty members of the appropriate rank or expertise within the academic
20 unit, members from outside of the academic unit will be elected by a majority of the academic
21 unit's faculty members to serve as voting members on the committee. In the case of candidates
22 who work in locations remote from the majority of the academic unit's faculty members, outside
23 committee members may be particularly necessary.

24
25 Retired faculty members, even those on 1039 appointments, are not eligible to vote on promotion
26 and tenure review at the academic unit level.

27
28 **Section 35. College Promotion and Tenure Review Committee.** The college Promotion and
29 Tenure Review Committee is intended to be an independent voice of evaluation that is identified
30 within the college and whose membership is determined by a transparent election process
31 approved by a majority of faculty members. For the purpose of the Promotion and Tenure
32 articles (Articles XX–XX), the OSU Libraries is one of the colleges.

33
34 Promotion and Tenure Review Committee members should be from ranks at or above the rank
35 sought by the candidate. All faculty members in the same category as the candidate with rank at
36 or above the rank sought by the candidate are eligible to be Promotion and Tenure Review
37 Committee members (e.g. faculty members with Senior Instructor I or Senior Instructor II can
38 serve on Promotion and Tenure Review Committees for promotion to Senior Instructor I).

39
40 Colleges will develop policies describing which ranks within categories different than the
41 candidate's category may vote on tenure and promotion decisions (e.g. whether faculty members
42 with Senior Instructor II rank can serve on Promotion and Tenure Review Committees for
43 promotion to Professor, whether faculty members with Professor rank can serve on Promotion
44 and Tenure Review Committees for promotion to Senior Instructor II). Academic units may
45 choose to allow faculty members in some ranks and categories to participate in the discussions of
46 the Promotion and Tenure Review Committee as non-voting members.

1
2 For tenure and promotion to Associate Professor or Senior Instructor I (Tenure Track), colleges
3 may also choose to allow faculty members in some ranks and categories to participate in
4 discussions or votes about promotion but not allow participation in discussions or votes about
5 tenure.
6

7 The college Promotion and Tenure Review Committee shall be elected from the group of eligible
8 faculty members and may include academic unit heads.
9

10 The college will determine term limits and frequency of elections. The size and composition of
11 the committee shall be decided within the college to provide fair and equitable faculty
12 representation based on the diversity within the college. The committee shall have representation
13 from multiple academic units within the college and can include members elected at large from
14 the college. The composition of the committee should also provide representation to effectively
15 evaluate all of the assigned job duties in the candidate's position description and the candidate's
16 area of expertise, programs of study, location, etc. The committee must include at least three
17 voting members.
18

19 If there are not enough faculty members of the appropriate rank or expertise within the college,
20 members from outside of the college will be elected by a majority of the college's faculty
21 members to serve as voting members on the committee.

22 In the case of candidates who work in locations remote from the majority of the college's faculty
23 members, outside committee members may be particularly necessary.
24

25 Retired faculty members, even those on 1039 appointments, are not eligible to vote on promotion
26 and tenure review at the college level.
27

28 If a college Promotion and Tenure Review Committee member is a signatory of an academic unit
29 level letter of evaluation, they shall recuse themselves from voting on the candidate's case.
30

31 **Section 36. Limited Purview of Academic Unit Head and College Deans.** In some cases, the
32 head or dean of the candidate's academic unit or college will participate in the preliminary
33 discussions of the academic unit or college Promotion and Tenure Review Committee to provide
34 information on process prior to deliberations. The academic unit head or college dean, however,
35 may participate only if invited by the Promotion and Tenure Review Committee and must not be
36 present for the deliberations.
37

38 **Section 37. Declaration and Management of Conflicts of Interest.** Academic unit Promotion
39 and Tenure Review Committee members, academic unit heads, college Promotion and Tenure
40 Review Committee members, and deans who have a relationship with a candidate should be
41 forthcoming in making that relationship known and act to ensure that their participation in no
42 way undermines the objectivity of the evaluation process. Promotion and Tenure Review
43 Committee members and administrators involved in the promotion and tenure evaluation process
44 must declare any conflicts of interest.
45

1 A conflict of interest occurs when the evaluating party could realize personal, financial,
2 professional, or other gain or loss as a result of the outcome of the promotion and tenure process
3 or when the objectivity of the evaluating party could be impaired by virtue of the relationship.
4 The specific nature of the conflict of interest should be noted in a written statement to the
5 academic unit or college Promotion and Tenure Review Committee chair. If the Promotion and
6 Tenure Review Committee determines that the process would be compromised by the
7 participation of the person with a conflict of interest, that committee member or administrator
8 must recuse themselves from any discussion or voting on that particular case.

UNITED ACADEMICS PROPOSAL

MIDTERM REVIEWS FOR TENURE-TRACK FACULTY

Section 1. All academic units will conduct intensive midterm reviews for faculty members in the Tenure-Track classification. The primary intent is to review progress toward indefinite tenure so that timely guidance can be extended to the faculty member.

Section 2. Midterm reviews are supplemental to the Annual Review and to the subsequent formal promotion and tenure evaluation. The midterm review provides opportunity for the academic unit faculty, academic unit head, dean, and other supervisors to observe and comment upon an individual faculty member's performance relative to academic unit, college, and university promotion and tenure guidelines. The midterm review is also an opportunity to offer appropriate advice and counsel on improving performance to meet promotion and tenure requirements.

The midterm review provides a forum for the faculty member being reviewed to ask questions about the process and criteria for granting indefinite tenure and promotion.

Section 3. The following guidelines are to be used in conducting midterm tenure reviews:

- a. Midterm reviews will usually be conducted during the final quarter of the third year of the initial appointment. For faculty members whose probationary service has been either shortened for prior service or lengthened for extenuating circumstances, the review should be done during the year which best equates with the mid-point in the faculty member's probationary service.
- b. The midterm review replaces the Annual Review in the year it takes place.
- c. All materials used in the review must be open to review by the faculty member, including any external letters of evaluation that might be solicited, unless a waiver of access has been signed.
- d. The outcome of the midterm review must be shared with the faculty member by June 15 for comment and signature and included in the faculty member's personnel record.
- e. Academic units and colleges may develop additional guidelines. All such academic unit-specific guidelines must be consistent with university guidelines and must be submitted to the Provost for review and approval prior to implementation. As with any set of guidelines, academic units are responsible for informing their faculty of any additional guidelines they have created. Academic units and colleges must apply the process uniformly to all members of the faculty on annual tenure-track appointments.

Section 4. Process. The following process shall be used for midterm reviews.

- a. The midterm review shall be discussed with each eligible faculty member by the academic unit head during the winter or spring of the academic year prior to a planned review.
- b. The faculty member shall prepare a dossier for review under specifications and timelines provided by the academic unit head. The format for the dossier shall be similar to the format used in the promotion and tenure process described in Article XX, Sections XX.

- c. External letters of evaluation for a midterm dossier should only be sought in extraordinary cases, such as where there is insufficient expertise on campus to make an evaluative judgment of an important part of a candidate's performance. As with the promotion and tenure dossier, formal student or client input and peer review of teaching reports shall be included if the faculty member has been assigned teaching as a job duty in their position description.
- d. When a faculty member is assigned to a location more than thirty miles from the Corvallis campus, the academic unit head may solicit letters of evaluation from faculty members outside of the academic unit who can make an evaluative judgment of an important part of a candidate's performance.
- e. The dossier shall be reviewed by the academic unit head (and any other supervisors, if applicable) and the academic unit Promotion and Tenure Review Committee. Their written evaluations shall be added to the dossier and provided to the faculty member. Their letters shall include an evaluation of progress towards promotion and tenure, as well as recommended actions the faculty member and academic unit should take.
- f. The academic unit head shall schedule a meeting with the faculty member to discuss the outcome of the review and initial recommendations. The chair of the unit Promotion and Tenure Review Committee and other supervisors (if applicable) shall also be invited to participate. All parties present should discuss the performance of the faculty member relative to unit, college, and university promotion and tenure guidelines. The academic unit head and the faculty member shall review promotion and tenure guidelines and procedures to ensure that the faculty member has been informed about the process and criteria for evaluating faculty members for granting of indefinite tenure.
- g. Within ten days of this meeting, the faculty member may attach comments, explanations, or rebuttal materials to the review before signing to indicate that the document is complete.
- h. The academic unit head shall forward the dossier and any attachments to the dean for review.
- i. At the discretion of the dean, the review is either signed and returned, or the dean will schedule a meeting with the faculty member, the academic unit head, and/or other appropriate administrators.
- j. In the event of a meeting at the college level, the dean will send written comments to the faculty member on the performance of the individual relative to promotion and tenure guidelines. The dean's letter, including any modifications in the recommendations for the faculty member, is sent through the academic unit head to the faculty member for signature and, if desired, a response.
- k. The academic unit head, in consultation with other supervisors, reviews the final results of the midterm review with the faculty member and discusses issues or concerns raised during the review. A copy of the review and the recommendations, signed by the faculty member, the chair, and the dean, is placed in the faculty member's personnel record.

UNITED ACADEMICS PROPOSAL

PROMOTION AND TENURE IN THE TENURE-TRACK CLASSIFICATION

Preamble. Tenure ensures the academic freedom essential to an atmosphere conducive to the free search for knowledge and the attainment of excellence in the university. Tenure also reflects and recognizes a candidate's potential long-term value to the institution, as evidenced by professional performance and growth. Tenure sets universities apart from other institutions. Faculty members are not merely employed by the university, but are integral to the educational and research programs of the university. Tenure will be granted to faculty members whose achievements in serving the university's missions and potential for effective long-term performance warrant the institution's reciprocal long-term commitment. The granting of tenure is more significant than promotion in academic rank.

ELIGIBILITY FOR TENURE

Section 1. Eligibility for Tenure. Only faculty members in the Tenure-Track classification are eligible for tenure.

Faculty members must be considered for tenure during or before their sixth year in the Tenure-Track classification, except for some faculty members employed by the College of Earth, Ocean, and Atmospheric Sciences. Faculty members employed by the College of Earth, Ocean, and Atmospheric Sciences may instead, if so stated in their offer letter, be considered for tenure during or before their twelfth year in the Tenure-Track classification. Upon completion of the tenure review, the faculty member must be granted indefinite tenure or be given a year's timely notice that their appointment will not be continued. Promotion to Associate Professor or Senior Instructor I (Tenure Track) generally occurs at the same time.

Faculty members on a twelve-year tenure clock will have a promotion review on or before their sixth year in rank: a successful review will result in promotion to Associate Professor without tenure, while an unsuccessful review will result in the faculty member being given a year's timely notice that their appointment will not be continued. A tenure review will take place during or before the faculty member's sixth year in the Associate Professor rank.

Section 2. Credit for Prior Service. The number of years of credit towards promotion and tenure for prior service, if any, must be stated in the offer letter, along with the date by which tenure must be granted.

Section 3. Accelerated Review. An accelerated promotion and tenure review may occur in particularly meritorious cases as determined by the Provost in consultation with the candidate and appropriate dean or academic unit head.

Section 4. Extension of the Tenure Clock. Under extenuating circumstances, a faculty member can request of the Provost that the tenure clock be extended. Requests for extension of the tenure clock should come at the time of the extenuating circumstances, and will not be accepted after June 1 of the calendar year preceding the calendar year in which the tenure decision will be made.

1
2 A one-year extension of the Midterm Review and tenure clocks will be granted for leave that
3 extends for three months or more.
4

5 If a faculty member receives approval for a tenure clock extension for any reason, all reviewers
6 will evaluate the dossier without prejudice, as if the candidate had been on probationary status
7 for the standard five years.
8

9 **Section 5. Hiring with Tenure.** In exceptional cases, a faculty member may be hired with tenure
10 or a rank of Associate Professor, Professor, Senior Instructor I (Tenure Track), or Senior
11 Instructor II (Tenure Track).
12

13 **ELIGIBILITY FOR PROMOTION REVIEW**

14 **Section 6.** Faculty members are eligible for promotion to Professor after six years in the
15 Associate Professor rank. Except for faculty members on a twelve-year tenure clock, faculty
16 members are not required to request promotion to Professor. Except for faculty members on a
17 twelve-year tenure clock, an unsuccessful promotion review will not impact the candidate's
18 continued employment.
19

20 Faculty members are eligible for promotion to Senior Instructor II (Tenure Track) after six years
21 in the Senior Instructor I (Tenure Track) rank. Faculty members are not required to request
22 promotion to Senior Instructor II (Tenure Track). An unsuccessful promotion review will not
23 impact the candidate's continued employment.
24

25 **INITIATION OF THE RECOMMENDATION FOR TENURE AND PROMOTION**

26 **Section 7. Initiation of the Recommendation for Tenure and Promotion from Assistant**
27 **Professor to Associate Professor or from Instructor (Tenure Track) to Senior Instructor I**
28 **(Tenure Track).** Except for candidates on a twelve-year tenure clock, the academic unit head
29 will initiate the candidate's review for tenure and promotion by requesting the candidate submit
30 their dossier before the end of the Fall term of the academic year prior to the year in which the
31 tenure decision is required. For most faculty members, this request will happen in the Fall term
32 of their fifth year.
33

34 **Section 8. Initiation of the Recommendation for Promotion from Associate Professor to**
35 **Professor and from Senior Instructor I (Tenure Track) to Senior Instructor II (Tenure**
36 **Track).** Except for faculty members on a twelve-year tenure clock, faculty members who wish to
37 be considered for promotion will initiate the promotion review by notifying their academic unit
38 head in the Fall term of the year preceding the review year.
39

40 **Section 9. Initiation of the Recommendation for Promotion and Tenure for Faculty**
41 **Members on a Twelve-year Tenure Clock.** For faculty members on a twelve-year tenure clock,
42 the academic unit head will initiate the candidate's review for promotion from Assistant
43 Professor to Associate Professor by requesting the candidate submit their dossier before the end
44 of the Fall term of the academic year prior to the year in which the promotion decision is
45 required. The academic unit head will initiate the candidate's review for tenure and promotion
46 from Associate Professor to Professor by requesting the candidate submit their dossier before the

1 end of the Fall term of the academic year prior to the year in which the tenure decision is
2 required.

3
4 **CRITERIA FOR PROMOTION AND TENURE REVIEW**

5 **Section 10.** Reviewers should base their recommendation for promotion and tenure on the
6 assigned job duties in the candidate's position description(s); the general review criteria
7 described in Article XX, General Guidelines for Promotion and Tenure; Faculty Senate policy;
8 academic unit and college policies; and the expectations within the candidate's discipline
9 provided to the candidate during the Midterm Review and Annual Reviews.

UNITED ACADEMICS PROPOSAL

PROMOTION IN THE FIXED-TERM PROFESSORIAL CATEGORIES

Section 1. Faculty members in the Professor (Clinical), Professor (Extension), Professor (Practice), and Professor (Senior Research) categories are not eligible for indefinite tenure, but are eligible for promotion within their category.

Faculty members are not required to request promotion.

An unsuccessful promotion review will not impact the candidate's continued employment.

ELIGIBILITY FOR PROMOTION REVIEW

Section 2. Promotion to Associate Professor.

- a. Faculty members in the Professor (Clinical) category are eligible for promotion to Associate Professor (Clinical) after six years in the Assistant Professor (Clinical) rank.
- b. Faculty members in the Professor (Extension) category are eligible for promotion to Associate Professor (Extension) after six years in the Assistant Professor (Extension) rank.
- c. Faculty members in the Professor (Practice) category are eligible for promotion to Associate Professor (Practice) after six years in the Assistant Professor (Practice) rank.
- d. Faculty members in the Professor (Senior Research) category are eligible for promotion to Associate Professor (Senior Research) after six years in the Assistant Professor (Senior Research) rank.

Section 3. Credit for Prior Service. The number of years of credit towards promotion for prior service, if any, must be stated in the offer letter.

Section 4. Hiring with Rank. In exceptional cases, a faculty member may be hired with a rank of Associate Professor (Clinical), Professor (Clinical), Associate Professor (Extension), Professor (Extension), Associate Professor (Practice), Professor (Practice), Associate Professor (Senior Research), or Professor (Senior Research).

Section 5. Promotion to Professor.

- a. Faculty members in the Professor (Clinical) category are eligible for promotion to Professor (Clinical) after six years in the Associate Professor (Clinical) rank.
- b. Faculty members in the Professor (Extension) category are eligible for promotion to Professor (Extension) after six years in the Associate Professor (Extension) rank.
- c. Faculty members in the Professor (Practice) category are eligible for promotion to Professor (Practice) after six years in the Associate Professor (Practice) rank.
- d. Faculty members in the Professor (Senior Research) category are eligible for promotion to Professor (Senior Research) after six years in the Associate Professor (Senior Research) rank.

INITIATION OF THE RECOMMENDATION FOR PROMOTION

1 **Section 6.** Faculty members who wish to be considered for promotion will initiate the promotion
2 review by notifying their academic unit head in the Winter term in the year preceding the review
3 year.
4

5 Faculty members are eligible to initiate the promotion review in the Winter term of their fifth
6 year in rank so that their promotion review occurs during their sixth year in rank and they may be
7 promoted at the end of their sixth year in rank.
8

9 **CRITERIA FOR PROMOTION REVIEW**

10 **Section 7.** Reviewers should base their recommendation for promotion on the assigned job duties
11 in the candidate's position description(s); the general review criteria described in Article XX,
12 General Guidelines for Promotion and Tenure; Faculty Senate policy; academic unit and college
13 policies; and the expectations within the candidate's discipline provided to the candidate during
14 Annual Reviews.
15

16 Faculty members in the Fixed-Term Professorial categories have a diverse range of assigned job
17 duties, including clinical practice and extension, that are critical to advancing OSU's missions.
18 Because of this, it is critical that these assigned job duties be evaluated following established
19 criteria, particularly criteria for peer evaluation and patient, client, and student input.
20

21 **Section 8. Criteria for Promotion Review for the Professor (Extension) and Professor**
22 **(Senior Research) Categories.** Criteria for promotion review specific to the Professor
23 (Extension) and Professor (Senior Research) categories are not currently described in Faculty
24 Senate or other university policy. A Joint Labor Management Committee made up of at least
25 three members from each Party will meet between July 1, 2020 and June 30, 2021 to craft
26 appropriate evaluation criteria and procedures specific to these categories that encourage the
27 promotion and retention of faculty members who demonstrate excellence in the performance of
28 their assigned job duties. Faculty Senate representatives will be invited to participate.

UNITED ACADEMICS PROPOSAL

PROMOTION IN THE FIXED-TERM INSTRUCTIONAL CATEGORIES AND FIXED-TERM RESEARCH CATEGORIES

Section 1. Faculty members in the Instructor, Instructor (PAC), Faculty Research Assistant, and Research Associate categories are not eligible for indefinite tenure, but are eligible for promotion within their category.

Faculty members are not required to request promotion.

An unsuccessful promotion review will not impact the candidate's continued employment.

ELIGIBILITY FOR PROMOTION REVIEW

Section 2. First Promotion.

- a. Faculty members in the Instructor category are eligible for promotion to Senior Instructor I after four years in the Instructor rank.
- b. Faculty members in the Instructor (PAC) category are eligible for promotion to Senior Instructor I (PAC) after four years in the Instructor (PAC) rank.
- c. Faculty members in the Faculty Research Assistant category are eligible for promotion to Senior Faculty Research Assistant I after four years in the Faculty Research Assistant rank.
- d. Faculty members in the Research Associate category are eligible for promotion to Senior Research Associate I after four years in the Research Associate rank.

Section 3. Credit for Prior Service. For faculty members with appointments in the Fixed-Term Instructional categories and Fixed-Term Research categories, credit for prior service towards promotion is limited to a maximum of two years. The number of years of credit towards promotion for prior service, if any, must be stated in the offer letter. A prior appointment at OSU in the Postdoctoral categories may be particularly appropriate for granting credit towards promotion for prior service.

Section 4. Hiring with Rank. Faculty members may only be hired into the Fixed-Term Instructional categories and Fixed-Term Research categories at the lowest rank (i.e. Instructor, Instructor (PAC), Faculty Research Assistant, Research Associate).

Section 5. Second Promotion.

- a. Faculty members in the Instructor category are eligible for promotion to the rank of Senior Instructor II after four years of service in the Senior Instructor I rank.
- b. Faculty members in the Instructor (PAC) category are eligible for promotion to the rank of Senior Instructor II (PAC) after four years of service in the Senior Instructor I (PAC) rank.
- c. Faculty members in the Faculty Research Assistant category are eligible for promotion to the rank of Senior Faculty Research Assistant II after four years of service in the Senior Faculty Research Assistant I rank.

- 1 d. Faculty members in the Research Associate category are eligible for promotion to the
2 rank of Senior Research Associate II after four years of service in the Senior Research
3 Associate I rank.
4

5 **INITIATION OF THE RECOMMENDATION FOR PROMOTION**

6 **Section 6.** Faculty members who wish to be considered for promotion will initiate the promotion
7 review by notifying their academic unit head by the beginning of Spring term in the year
8 preceding the review year.
9

10 Faculty members are eligible to initiate the promotion review in the Spring term of their third
11 year in rank so that their promotion review occurs during their fourth year in rank and they may
12 be promoted at the end of their fourth year in rank.
13

14 **CRITERIA FOR PROMOTION REVIEW**

15 **Section 7.** Reviewers should base their recommendation for promotion on the assigned job duties
16 in the candidate's position description(s); the general review criteria described in Article XX,
17 General Guidelines for Promotion and Tenure; Faculty Senate policy; academic unit and college
18 policies; and the expectations within the candidate's discipline provided to the candidate during
19 Annual Reviews.

UNITED ACADEMICS PROPOSAL

POST-TENURE REVIEW

Section 1. Initiation of Post-Tenure Review. A post-tenure review (PTR) is to be performed if:

- requested by a faculty member;
- requested by the academic unit head or supervisor after one negative Annual Review; or
- a faculty member receives two consecutive negative Annual Reviews.

A negative Annual Review is defined as receiving an overall evaluation of “does not meet” expectations.

Section 2. Within a month of a request or a second negative review, the academic unit head of the faculty member will initiate the PTR by requesting the faculty member prepare a dossier in accordance with Article XX, General Guidelines for Promotion and Tenure, with the exception that outside solicited letters of evaluation will not be required and will not ordinarily be requested. If a faculty member or academic unit head requests outside letters, up to five reviewers will be selected, following the process used in Section XX of the General Guidelines.

Section 3. Members of the academic unit Promotion and Tenure Review Committee will review the PTR dossier. In addition, a representative from outside the academic unit shall be included. The external committee member shall be selected by the academic unit Promotion and Tenure Review Committee from a list of faculty members at or above the rank of the faculty member being reviewed. This list will be provided by the faculty member being reviewed.

Section 4. Consequences of the Post-Tenure Review. The Promotion and Tenure Review Committee chair will prepare a written report. The report will be sent to the academic unit head and to the faculty member. The report will be included in the personnel records of the faculty member being reviewed.

If the PTR is initiated due to a negative Annual Review, the report will address both the positive and the negative aspects of the Annual Review and assess their validity. If the committee confirms performance does not meet expectations in any aspect of the assigned job duties, a plan for improvement shall be developed jointly by the faculty member being reviewed and the academic unit head in consultation with the Promotion and Tenure Review Committee chair.

The plan for improvement should provide detailed actions, sufficient resources, measurable goals, and a reasonable timeline to achieve satisfactory performance. Sufficient resources might include a program for the improvement of teaching and/or support for scholarly professional activities (travel, time released from teaching, equipment, clerical or technical support, graduate assistants, laboratory or other workspace, etc.).

A copy of the plan for improvement will be sent to the appropriate dean. A second post-tenure review will be performed at the end of the reasonable timeline to assess whether the faculty member has met the measurable goals described in the plan for improvement. At the conclusion

1 of the second review, the Promotion and Tenure Review Committee chair will send a written
2 report to the academic unit head and the faculty member.

3
4 **Section 5.** In the event that the second review determines the faculty member has failed to
5 achieve the goals of the plan for improvement, the academic unit head, in consultation with the
6 Promotion and Tenure Review Committee chair, may recommend redistribution of effort or
7 reassignment within the academic unit.

8
9 Any such recommendation made by the academic unit head must be reviewed by a committee
10 appointed and authorized by the Faculty Senate. The Faculty Senate review committee shall
11 forward the results of its review and the academic unit head's recommendation to the dean and
12 the Provost.

13
14 Until the Faculty Senate review is complete, no action based on the second PTR can be taken by
15 the Administration.

16
17 **Section 6.** This policy is not intended to limit the ability of the Administration to pursue the
18 imposition of sanctions for cause unrelated to the post-tenure review process.

UNITED ACADEMICS PROPOSAL

CONSULTATION

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

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

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

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

UNITED ACADEMICS PROPOSAL

UNION RIGHTS

Section 1. United Academics may use university facilities for union activities according to current building use policies applicable to campus groups. United Academics is responsible for ensuring availability, making all necessary arrangements, and paying all necessary fees.

Section 2. United Academics shall have the right to communicate with its members and the members of the bargaining unit at all times without interference by the Administration, including use of university email.

Section 3. United Academics shall have the right to make a presentation and distribute information at orientations that include new faculty members. The presentation shall be for the purpose of introducing attendees to the union and its role in representing faculty members. The presentation will not be used for discussion of labor/management issues or disputes.

Section 4. United Academics shall have the right to office space in the Memorial Union or alternative suitable office space for the term of the Agreement. If United Academics uses the space, United Academics agrees to reimburse the University at a reasonable rate on July 1 of each year for the term of the Agreement.

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

- a. First name in use by the faculty member
- b. Last name in use by the faculty member
- c. Middle name or initial in use by the faculty member
- d. University ID number
- e. Job title
- f. Name of the faculty member's supervisor
- g. Home department or unit
- h. Pay department or unit
- i. Work location (including office number)
- j. Office phone number
- k. Email address
- l. Classification
- m. Rank
- n. Rank effective date
- o. Length of service
- p. Job start and end date
- q. Appointment basis (9- or 12-month employee)

- r. Annual salary rate
- s. Appointment percentage
- t. Full-time/Part-time status
- u. Job status (Leave or Active)
- v. Job type (Primary, Secondary, Overload)

Section 6. United Academics shall be entitled to annual reports no later than July 1 of each year. These annual reports shall be:

- a. All promotion and tenure decisions concerning bargaining unit faculty members made by the Provost or designee during the preceding academic year
- b. [we'll add more as we go]

UNITED ACADEMICS PROPOSAL

DUES DEDUCTION

Section 1. A faculty member may authorize the Administration to deduct dues once per month from their paycheck upon written request on a form provided by United Academics. The amount to be deducted will be certified by United Academics.

An authorization shall remain valid until written notice of cancellation is provided by United Academics or until a faculty member's bargaining unit status changes, whichever occurs first. United Academics shall promptly forward to the Administration notice of cancellation of a dues deduction authorization. Cancellation notices given by the faculty member directly to the Administration are invalid unless the faculty member has ceased to be a bargaining unit member.

Dues authorization shall resume for faculty members who are reinstated to a bargaining unit position after a break in employment or bargaining unit status.

Section 2. United Academics will send a notice to the Administration establishing dues rates and will send notice at least sixty days in advance of any changes to these rates.

Section 3. A faculty member may have political action contributions deducted from their paycheck upon written request on a form provided by United Academics.

An authorization to deduct political action contributions shall remain valid until the faculty member gives written notice to the Administration canceling the authorization or until the member separates from university employment. The Administration shall provide a copy of any cancellation notice to United Academics. Faculty members who, for any reason, have a break in employment status with the university and who are reemployed by the university may renew their authorization to have political action contributions deducted from their paychecks by submitting the appropriate form.

Section 4. Within fourteen days of the deduction, the Administration will send payment to United Academics for the total amount deducted for both dues and political action contributions along with a list identifying the faculty members for whom the deductions were made, the type of deduction, and the amount deducted.

Section 5. United Academics assumes responsibility for and indemnifies the Administration for all claims against the university and its officers, officials, employees, or agents arising out of or related to this Article.

UNITED ACADEMICS PROPOSAL

RELEASE TIME

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

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

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

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

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

1 **UNITED ACADEMICS PROPOSAL**

2
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.

UNITED ACADEMICS PROPOSAL

SEPARABILITY

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

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UNITED ACADEMICS PROPOSAL

TOTALITY OF AGREEMENT

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

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

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

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

1 **UNITED ACADEMICS PROPOSAL**

2
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.