

1 UNITED ACADEMICS PROPOSAL

2
3 POST-TENURE REVIEW

- 4
5 **Section 1. Initiation of Post-Tenure Review.** A post-tenure review (PTR) is to be performed if:
6 a. requested by a faculty member;
7 b. requested by the academic unit head or supervisor after one negative Annual Review; or
8 c. a faculty member receives two consecutive negative Annual Reviews.
9

10 A negative Annual Review is defined as receiving an overall evaluation of “does not meet”
11 expectations.
12

13 **Section 2.** Within a month of a request or a second negative review, the academic unit head of
14 the faculty member will initiate the PTR by requesting the faculty member prepare a dossier in
15 accordance with Article XX, General Guidelines for Promotion and Tenure, with the exception
16 that outside solicited letters of evaluation will not be required and will not ordinarily be
17 requested. If a faculty member or academic unit head requests outside letters, up to five
18 reviewers will be selected, following the process used in Section XX of the General Guidelines.
19

20 **Section 3.** Members of the academic unit Promotion and Tenure Review Committee will review
21 the PTR dossier. In addition, a representative from outside the academic unit shall be
22 included. The external committee member shall be selected by the academic unit Promotion and
23 Tenure Review Committee from a list of faculty members at or above the rank of the faculty
24 member being reviewed. This list will be provided by the faculty member being reviewed.
25

26 **Section 4. Consequences of the Post-Tenure Review.** The Promotion and Tenure Review
27 Committee chair will prepare a written report. The report will be sent to the academic unit head
28 and to the faculty member. The report will be included in the personnel records of the faculty
29 member being reviewed.
30

31 If the PTR is initiated due to a negative Annual Review, the report will address both the positive
32 and the negative aspects of the Annual Review and assess their validity. If the committee
33 confirms performance does not meet expectations in any aspect of the assigned job duties, a plan
34 for improvement shall be developed jointly by the faculty member being reviewed and the
35 academic unit head in consultation with the Promotion and Tenure Review Committee chair.
36

37 The plan for improvement should provide detailed actions, sufficient resources, measurable
38 goals, and a reasonable timeline to achieve satisfactory performance. Sufficient resources might
39 include a program for the improvement of teaching and/or support for scholarly professional
40 activities (travel, time released from teaching, equipment, clerical or technical support, graduate
41 assistants, laboratory or other workspace, etc.).
42

43 A copy of the plan for improvement will be sent to the appropriate dean. A second post-tenure
44 review will be performed at the end of the reasonable timeline to assess whether the faculty
45 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.

1 UNITED ACADEMICS PROPOSAL

2
3 HIRING INFORMATION

4
5 **Section 1.** Successful applicants for an academic position that will or could be a bargaining unit
6 position shall be informed of the factors to be considered in determining the hiring salary above
7 the minimum. The factors actually used in fixing the salary of an employee shall be recorded and
8 placed in the faculty member's record.

9
10 **Section 2.** A potential faculty member that has been offered a position at the university has the
11 right to negotiate a starting package, including a starting salary.

12
13 Before the starting package is negotiated with the academic unit head, the potential faculty
14 member will be informed in writing that faculty members typically negotiate several aspects of a
15 starting package, including but not limited to:

- 16 • Salary;
- 17 • Access to summer appointment or summer salary;
- 18 • Research funding;
- 19 • Professional development funds;
- 20 • Stipends related to endowed chairs;
- 21 • Graduate Employee support;
- 22 • Office or lab space, including office and/or lab renovation;
- 23 • Lab equipment;
- 24 • Computer equipment and software and support;
- 25 • Partner hire;
- 26 • Credit for prior service;
- 27 • Course load/releases;
- 28 • Summer appointments;
- 29 • Relocation expenses, including information on required tax payments.

1
2
3
4
5
6
7
8
9
10
11
12

UNITED ACADEMICS PROPOSAL

WORKLOAD

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

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

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

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

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

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

44 **Section 5. Reduction in Teaching for Faculty Members in the Tenure-Track Classification
45 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.

1
2 **UNITED ACADEMICS PROPOSAL**

3
4 **TRANSPORTATION AND PARKING**

5
6 **Section 1.** The Administration will follow all applicable university policy regarding
7 transportation, parking, and travel reimbursement, except as modified by this Agreement.

8
9 **Section 2. Parking Permits.** Faculty members may purchase parking permits according to the
10 process established by OSU Transportation Services and applicable university policy.

11
12 Faculty members may choose to purchase a parking permit using payroll deduction to spread the
13 cost evenly among all paychecks of their appointment period.

14
15 The Administration will not increase the cost of a parking permit more than 5% from the
16 previous year's price.

17
18 The Administration shall not convert unrestricted parking areas to permitted parking areas.

19
20 **Section 3. Parking Citations.** The Administration will not increase the fine associated with a
21 parking citation more than 5% from the previous year's amount.

22
23 **Section 4. Special Use Permits.** The Administration shall create and maintain special use
24 parking spaces in each OSU parking lot or structure. These spaces shall be accessed only by
25 faculty with parking permits indicating their need for a special use space. Special use permits
26 should be issued to faculty members whose child care, elder care, health care, or other activities
27 require frequent travel to and from their work location in a given day and to faculty members
28 who demonstrate a need for parking in close proximity to their building.

29
30 **Section 5. Field Vehicles.** The Administration shall, at no cost, provide parking permits to
31 faculty members and academic units using motor pool or other university-owned vehicles for
32 field work or related travel.

33
34 The Faculty Transportation Survey will ask specifically about the use of field vehicles and the
35 needs of faculty that use field vehicles.

36
37 **Section 6. Parking Disruptions.** The Administration will work to minimize the disruption to
38 permitted parking areas resulting from athletic events.

39
40 **Section 7. Reimbursement for Personal Vehicle Use.** When using their personal vehicle in the
41 performance of official duties, faculty members will be reimbursed for travel to any location
42 other than their primary work location. Reimbursement will be at the standard mileage rate for
43 business use established by the Internal Revenue Service.
44

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

4
5 **Section 9. Maintained Walkways.** Walkways used for travel between buildings at a given work
6 location will be maintained to ensure the safety of pedestrians.

7
8 **Section 10. Covered Bicycle Parking.** All OSU buildings with faculty offices, laboratories, or
9 other workspaces shall have access to covered bicycle parking.

1 UNITED ACADEMICS PROPOSAL

2
3 FACULTY GOVERNANCE

4
5 **Section 1.** The Faculty Senate and its Committees (“Faculty Senate”) has authority to establish,
6 review, and modify policy in those areas specified in the Faculty Senate Constitution and Bylaws
7 and by tradition. These areas currently include, but are not limited to:

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

22
23 **Section 2.** While the Board of Trustees, acting directly or through its authorized agents, retains
24 final authority as to all matters of institutional governance, as described in Article xx,
25 Management Rights, it is recognized that the faculty, acting through the Faculty
26 Senate, shall review, recommend, and participate in the formulation of policy with regard to:

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

42
43 **Section 3.** United Academics, as the certified bargaining agent, retains the exclusive right to
44 negotiate the terms and conditions of employment for members of the bargaining unit.
45

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.