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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.

1 **UNITED ACADEMICS PROPOSAL**

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3 **DUES DEDUCTION**

4
5 **Section 1.** A faculty member may authorize the Administration to deduct dues once per
6 month from their paycheck upon written request on a form provided by United
7 Academics. The amount to be deducted will be certified by United Academics.

8
9 An authorization shall remain valid until written notice of cancellation is provided by
10 United Academics or until a faculty member’s bargaining unit status changes, whichever
11 occurs first. United Academics shall promptly forward to the Administration notice of
12 cancellation of a dues deduction authorization. Cancellation notices given by the faculty
13 member directly to the Administration are invalid unless the faculty member has ceased
14 to be a bargaining unit member.

15
16 Dues authorization shall resume for faculty members who are reinstated to a bargaining
17 unit position after a break in employment or bargaining unit status.

18
19 **Section 2.** United Academics will send a notice to the Administration establishing dues
20 rates and will send notice at least sixty days in advance of any changes to these rates.

21
22 **Section 3.** A faculty member may have political action contributions deducted from their
23 paycheck upon written request on a form provided by United Academics.

24
25 An authorization to deduct political action contributions shall remain valid until the
26 faculty member gives written notice to the Administration canceling the authorization or
27 until the member separates from university employment. The Administration shall
28 provide a copy of any cancellation notice to United Academics. Faculty members who,
29 for any reason, have a break in employment status with the university and who are
30 reemployed by the university may renew their authorization to have political action
31 contributions deducted from their paychecks by submitting the appropriate form.

32
33 **Section 4.** Within fourteen days of the deduction, the Administration will send payment
34 to United Academics for the total amount deducted for both dues and political action
35 contributions along with a list identifying the faculty members for whom the deductions

1 were made, the type of deduction, and the amount deducted.

2

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

1 **UNITED ACADEMICS PROPOSAL**

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3 **UNION RIGHTS**

4
5 **Section 1.** United Academics may use university facilities for union activities according to
6 current building use policies applicable to campus groups. United Academics is responsible for
7 ensuring availability, making all necessary arrangements, and paying all necessary fees.

8
9 **Section 2.** United Academics shall have the right to communicate with its members and the
10 members of the bargaining unit at all times without interference by the Administration,
11 including use of university email.

12
13 **Section 3.** United Academics shall have the right to make a presentation and distribute
14 information at orientations that include new faculty members. The presentation shall be for the
15 purpose of introducing attendees to the union and its role in representing faculty members. The
16 presentation will not be used for discussion of labor/management issues or disputes.

17
18 **Section 4.** United Academics shall have the right to office space in the Memorial Union or
19 alternative suitable office space for the term of the Agreement. If United Academics uses the
20 space, United Academics agrees to reimburse the University at a reasonable rate on July 1 of
21 each year for the term of the Agreement.

22
23 **Section 5.** United Academics shall have the right to a list of information for all members of the
24 bargaining unit delivered on the first day of each month at no cost to the Union and in a
25 mutually agreeable format. The list shall include the following information:

- 26
27 a. First name in use by the faculty member
28 b. Last name in use by the faculty member
29 c. Middle name or initial in use by the faculty member
30 d. University ID number
31 e. Job title
32 f. Name of the faculty member's supervisor
33 g. Home department or unit
34 h. Pay department or unit
35 i. Work location (including office number)
36 j. Office phone number

- 1 k. Email address
- 2 l. Classification
- 3 m. Rank
- 4 n. Rank effective date
- 5 o. Length of service
- 6 p. Job start and end date
- 7 q. Appointment basis (9- or 12-month employee)
- 8 r. Annual salary rate
- 9 s. Appointment percentage
- 10 t. Full-time/Part-time status
- 11 u. Job status (Leave or Active)
- 12 v. Job type (Primary, Secondary, Overload)
- 13

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

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

1 UNITED ACADEMICS PROPOSAL

2
3 LEAVES

4
5 **Paid Leaves**

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

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

10
11 Sick leave is accrued during all paid leaves.

12
13 **Section 2. Sick Leave Transfer.** At any time of their choosing, a faculty member may
14 irrevocably transfer up to 120 hours of accrued sick leave to other faculty members.

15
16 A faculty member with a demonstrable need may receive and use up to 120 hours of transferred
17 sick leave from one or a combination of faculty members once their own accrued paid leave (sick
18 leave, family and medical leave, and vacation) has been exhausted. This leave is to be used prior
19 to a faculty member borrowing against their future leave.

20
21 Applications to receive a transfer of sick leave will be submitted to both the Office of Human
22 Resources and United Academics. United Academics will supply the names of faculty members
23 and the respective amounts of their sick leave to be transferred to the Office of Human Resources.
24 The Office of Human Resources will ensure that the leave amounts can be fulfilled and process
25 the leave transfer accordingly.

26
27 **Section 3. Sick Leave Advance.** Each faculty members employed at or above 0.50 FTE is
28 entitled to receive a sick-leave-with-pay advance as needed to provide the difference between
29 currently available sick leave at the onset of the illness or injury and 520 hours. Part-time faculty
30 are eligible to receive a sick-leave-with-pay advance proportional to their FTE to provide the
31 difference between sick leave earned as of the onset of the illness or injury and a prorated of 520
32 hours. As sick leave is earned, the amount shall replace any sick leave advanced until all
33 advanced time is replaced with earned time. No more than a 520-hour sick leave advance is

1 available during a seven-year period that begins with the first sick leave advance. More than one
2 sick leave advance is possible as long as the total advance does not exceed 520 hours during a
3 seven-year period. Sick leave that may have been advanced, but unused, cannot be considered for
4 purposes of computing retirement benefits. Faculty on fixed-term appointments cannot receive an
5 advance that extends beyond the end date of the fixed-term appointment except upon written
6 approval of their immediate supervisor.

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

11

12 Faculty members employed at or above 0.50 FTE accrue vacation at the rate of fifteen hours per
13 month. Faculty members employed below 0.50 FTE accrue vacation on a pro rata basis.

14 Vacation accrual is available for use six months after vacation accrual begins. No faculty member
15 may accrue in excess of 260 hours of vacation, and any accrued vacation in excess of this cap
16 shall be forfeited.

17 Faculty vacation leaves are scheduled with the approval of the faculty member's supervisor and
18 shall be scheduled cooperatively. Supervisors must be reasonable in allowing the use of vacation
19 leave and may not unreasonably deny vacation requests where the result would be the forfeiture
20 of accrued vacation.

21 Vacation may not be transferred between faculty members.

22 Unused vacation will be paid out to the faculty member upon termination of employment.
23 Vacation accrual will transfer with the faculty member when transferring into new positions
24 within the university.

25 **Section 5. Holiday and Paid Leave During Breaks.** Faculty members earn the following paid
26 holidays and cannot be required to work on these days, except as necessary to maintain or operate
27 critical facilities or operations. If a faculty member is required to work on a holiday, they may
28 take an equivalent amount of time off with pay at a later date, as approved by their immediate
29 supervisor:

30

- 31 • New Year's Day
- 32 • Martin Luther King, Jr. Day
- 33 • Memorial Day
- 34 • Independence Day
- 35 • Labor Day
- 36 • Veterans Day
- 37 • Thanksgiving Day
- 38 • Day after Thanksgiving

- 1 • Christmas Day
- 2

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

8
9 Faculty members who do not earn vacation time cannot be required to perform in-person work
10 during their off term, except by mutual agreement with their supervisor. Any such work will be
11 paid as overload.

12
13 **Section 6. Closures, Curtailment of Operations, and Unsafe Workplaces.** No faculty member
14 will be forced to use accrued leave in the event that the university or their particular work site is
15 closed for any reason, including inclement weather.

16
17 A faculty member may not be asked to use accrued leave for missed work when their work site is
18 damaged, rendered inoperable, or demonstrably unsafe.

19
20 **Section 7. Jury Duty.** When jury duty interferes with the work assignment of a faculty member,
21 the faculty member shall be entitled to leave with pay for the time away from work required by
22 jury duty and may keep any monies paid by the court for the service. Upon receipt of a summons
23 to jury duty, a faculty member will inform their immediate supervisor of the date(s) for which the
24 faculty member has been summoned to jury duty and will provide the supervisor a copy of the
25 summons, if requested.

26
27 **Section 8. Leaves for Other Civic Duties.** Faculty members who have other short-term civic
28 obligations will be released from work with pay to perform these obligations. Such obligations
29 include, but are not limited to: immigration proceedings, international faculty voting at a consular
30 agency on their respective election day, or faculty being subpoenaed to appear as a witness.
31 Faculty members will not be released from work with pay for appearing as an expert witness if
32 they are being compensated for that appearance. Faculty members are responsible for
33 demonstrating the obligatory nature of the need and providing appropriate documentation to
34 verify the need to their immediate supervisor, if requested.

35

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

7

8 The Administration will observe all applicable laws regarding military service, including Veteran
9 Employment Acts.

10

11 **Unpaid Leaves**

12

13 **Section 9. Professional and Personal Leaves.** Leaves of absence without pay may be taken for
14 purposes of professional development, personal convenience, completion of a terminal degree, or
15 other personally or professionally beneficial purposes.

16

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

19

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

1 **UNITED ACADEMICS PROPOSAL**

2
3 **FAMILY AND MEDICAL LEAVE**

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

9
10 A faculty member may qualify for up to fourteen additional weeks of paid family and medical
11 leave taken as parental leave and up to six additional weeks of paid family and medical leave
12 taken for an illness, injury, or condition related to pregnancy or childbirth that disables the faculty
13 member from performing their job duties.

14
15 The total amount of paid family and medical leave a faculty member can take will not exceed
16 thirty-two weeks per year.

17
18 No faculty member may be required to take more family and medical leave than that faculty
19 member requests.

20
21 **Section 2. Purposes of Leave.** Family and medical leave may be taken for any of the following
22 purposes:

- 23
24 a. Parental leave to care for a new child during the first year after the birth, adoption, or
25 placement through foster care of a child;
26 b. Leave to care for a family member with a serious health condition, as defined in the
27 Family and Medical Leave Act (29 U.S.C. 2611);
28 c. Leave for the faculty member's own serious health condition, including pregnancy,
29 as defined in the Family and Medical Leave Act (29 U.S.C. 2611);
30 d. Leave to care for a covered servicemember as defined in the Family and Medical
31 Leave Act (29 U.S.C. 2611);
32 e. Spousal leave for military deployment (ORS 659A.093);
33 f. Leave because of a qualifying exigency for a family member on active duty service
34 or notice of impending active duty service (29 C.F.R. 825.126); and
35 g. Leave for any purpose set forth in the Oregon Family Leave Act (ORS 659A.159).

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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.

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

5

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

1 **SABBATICAL LEAVE**

2
3 **Section 1.** All eligible faculty members are encouraged to use sabbatical leave for research,
4 writing, advanced study, travel for observation and study of conditions in our own or in other
5 countries affecting the applicant’s field, or related scholarly or professional activities.

6
7 **Section 2.** All faculty members who have achieved promotion and meet the following length of
8 service requirements are eligible to apply for a sabbatical leave.

- 9 a. 9-Month Faculty: Continuously appointed, without interruption by a sabbatical leave, at
10 0.50 FTE or above for eighteen academic quarters (excluding Summer Session); or
11 b. 12-Month Faculty: Continuously appointed, without interruption by a sabbatical leave, at
12 0.50 FTE or above for seventy-two months; or
13 c. Combined Term of Service: An accumulated equivalent of 6.0 FTE years over an
14 indefinite period of 9-month or 12-month appointments uninterrupted by a sabbatical
15 leave.
16

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

22
23 **Section 3.** Sabbatical leave salary shall be determined by multiplying the faculty member’s base
24 salary rate by the average FTE at which the faculty member was appointed during the length of
25 service required to qualify for the sabbatical leave.

26
27 The faculty member’s base salary rate shall be determined using the annual rate in effect at the
28 time the leave begins.

29
30 **Salary for 9-Month Faculty Members**

- 31 • One academic year (three terms) on 70 percent of salary; or
32 • Two-thirds of an academic year (two terms) on 85 percent of salary; or
33 • One-third of an academic year (one term) on 100 percent of salary.
34

35 **Salary for 12-Month Faculty Member**

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

4

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

6

7 **Section 4.** Sabbatical leave shall be granted by the Provost when a faculty member has submitted
8 an application for sabbatical leave demonstrating the leave will be used for research, writing,
9 advanced study, travel for observation and study of conditions in our own or in other countries
10 affecting the applicant's field or related scholarly or professional activities.

11

12 When signed by all parties, the Sabbatical Leave Agreement becomes a binding
13 contract. Revision of the Sabbatical Leave Agreement must be approved by all parties to the
14 original Agreement.

15

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

19

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

27

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