

5 Note: The language with the grey box represents language that is unchanged from the University's last  
6 proposal because the Union is planning to present new counterproposal language or the University plans  
7 to present a counterproposal to the language at a future bargaining session.  
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10 **Appointment and, Reappointment, Annual Review, and Promotion**  
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12 **Section 1.** The Employer will provide each bargaining unit member with a written notice of appointment  
13 at time of hire and at each contract renewal.

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

- 15 a. Effective date of appointment
- 16 b. Duration of appointment
- 17 c. 9- or 12- month appointment basis
- 18 d. Rank and classification
- 19 e. Salary
- 20 f. FTE
- 21 g. Statement that the position is subject to a collective bargaining agreement between Oregon State  
22 University and United Academics with electronic information on accessing the Agreement.

23 **Section 3. Joint Appointments.** A joint appointment is one appointment or separate appointments that  
24 span two or more units, schools, and/or colleges. At the time of hire or appointment, a memorandum  
25 identifying how the promotion process will be handled will be provided to the bargaining unit member.

26 **Section 4. Tenure-Track and Tenured Faculty.** These appointments confirm institutional commitment for  
27 employment in the bargaining unit member's assigned academic unit(s).

28 Tenure-track bargaining unit members **who are making satisfactory progress toward tenure** have an  
29 expectation of annual appointment until their tenure review is completed. An unsuccessful tenure review  
30 will result in a terminal appointment of one academic year.

31 Tenure is continued indefinitely, except in the case of resignation, retirement, tenure relinquishment,  
32 termination for cause, financial exigency, or program reductions or terminations.

33 **Section 5. Fixed-Term Appointments Without Promotion.** ~~Newly hired~~ bargaining unit members may  
34 be assigned a term-by-term appointment in instances where the academic unit does not intend to employ  
35 the bargaining unit member for three consecutive terms in an academic year. The employing unit will  
36 inform the bargaining unit member of their work assignment by providing the start and end dates within  
37 the notice of appointment. Bargaining unit members employed in this capacity should not have an  
38 expectation of further employment and will not receive a non-renewal notice.

39 Bargaining unit members on fixed-term appointments **whose appointments are not paid from gifts, grants**  
40 **and contracts**, who have not achieved promotion, **and are** ~~but have been~~ **reappointed for three**  
41 **consecutive terms each current academic year** -will receive, at a minimum, a renewal or non-renewal  
42 notice ~~at least~~ one month prior to the expiration of their appointment. Decisions to non-renew fixed-  
43 term bargaining unit members who have not achieved promotion are at the discretion of the Employer

1 **Section 6. Fixed-Term Appointments with Promotion.** Bargaining unit members on fixed-term  
2 appointments who have achieved promotion will receive a extended Multi-Year fixed-term appointments  
3 of at least two years. Bargaining unit members will receive, at a minimum, a renewal notice of one month  
4 prior to the expiration of their appointment. These b-Bargaining unit members, whose appointments are  
5 not paid from gifts, grants and contracts, will receive, at a minimum, a renewal or non-renewal notice at  
6 least thirteen-four months prior to the expiration of their appointment. A renewal notice will provide an  
7 appointment of at least the duration of the prior appointment.

8 Adjustments to the duration of extended Multi-Year fixed-term appointments may be made by mutual  
9 agreement or when the bargaining unit member is demonstrably unavailable to fulfill the full term of the  
10 extended appointment.

11 Upon written request, a bargaining unit members on a fixed-term appointments who hasve achieved  
12 promotion may request the reason for the-only be non-renewed al from the Provost or their designee.  
13 for the following reasons:

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

17 ~~Section 7.~~ The Employer supports and encourages the creation of bargaining unit appointments at 0.50  
18 FTE or above. The Employer may not appoint a bargaining unit member to an FTE below 0.50 FTE to  
19 preclude providing benefits.

20 ~~Section 8.~~ Bargaining unit members who have achieved promotion may not have their appointment FTE  
21 reduced without mutual agreement. In the event of course cancellation for insufficient enrollment, the  
22 Employer will work with the affected bargaining unit member to develop an alternative work assignment.

23 **Section 7.1. Position Descriptions and Workloads.** Bargaining unit members will have a position  
24 description that reflects the work responsibilities associated with their position. (See Letter of Agreement  
25 for applicability of this Section.) The position description should be maintained on file in the bargaining  
26 unit member's academic unit. The purpose of the document is to establish expectations among the  
27 individual bargaining unit member, their supervisor(s), and any other person or group asked to  
28 evaluate the bargaining unit member's performance.

29 Revisions to the position description should be done in consultation with the bargaining unit  
30 member.

31 ~~Section 2.~~ Bargaining unit members are engaged in a wide variety of activities, including teaching,  
32 advising, research, scholarship and creativitye-activity, service, extension, librarianship, and other  
33 assignments. The allocation of effort assigned to each of these categories of activitiesy should be specified  
34 in the position description as a percent of FTE and should add up to 100%.

35  
36 ~~Section 1. Workload.~~ The professional responsibilities of bargaining unit members vary. Workload for a  
37 bargaining unit member should be calculated and assigned in order to ensure that the faculty member is  
38 able to devote adequate time to all assigned job duties.

39 ~~Section 2. Teaching Workload.~~ Effective September 16, 2021, Each academic unit, department or  
40 college shall have policiesguidelines determining appropriate teaching workload for bargaining unit  
41 members with teaching responsibilities consistent with this Agreement and Faculty Senate policy. These

1 policies **guidelines** shall be made with faculty input, and annually reviewed in consultation with academic  
2 unit faculty.

3 Policies must address each of the following:

- 4 ● a standard full course or credit load for full-time bargaining unit members in both the  
5 tenure-track and fixed-term classifications;
  - 6 ● the per-course FTE rate for bargaining unit members at less than 1.0 FTE;
  - 7 ● the weight given to different types of courses typically taught in the academic unit (e.g. lab,  
8 studio, lecture courses, writing-intensive courses) when calculating bargaining unit member  
9 workload;
  - 10 ● the weight given to new preps and course development when calculating bargaining unit  
11 member workload;
  - 12 ● course enrollment caps and/or workload adjustments for teaching large courses;
  - 13 ● procedures and requirements for course reductions, releases, or buy-outs;
  - 14 ● procedures for determining course assignment and distribution among faculty members;
  - 15 ● procedures for the distribution of summer teaching appointments and teaching  
16 assignments;
  - 17 ● the assignment of teaching assistants and other support; and
  - 18 ● procedures by which bargaining unit members can address cases of excessive workload.
- 19

20 **Section 3. Part Time Course Load and Benefits.** The Employer may not appoint bargaining unit members  
21 below 0.50 FTE to preclude providing benefits. Workload policies at the academic unit level may not  
22 create a per-course FTE rate for part-time bargaining unit members with the intention to preclude  
23 providing benefits.

24 **Section 4. Notice of Course Assignment.** Bargaining unit members with teaching responsibilities will  
25 ordinarily be given at least one term advance notice of the specific courses they are scheduled to teach.  
26 In exceptional cases, this notice may be reduced.

27 **Section 5. Reduction in Teaching for Bargaining Unit Members in the Tenure-Track Classification Prior**  
28 **to Promotion and Tenure.** Bargaining unit members in the tenure-track classification will receive at least  
29 two course releases prior to their fourth year of service. The scheduling of these course releases will be  
30 made in consultation between the bargaining unit member and the academic unit head.

31 **Section 6. Acknowledgment of Exceptional Service.** In recognition of the fact that faculty of color,  
32 women faculty, and faculty from other underrepresented communities often perform substantial  
33 informal labor (e.g. advising/mentoring students) above and beyond heavy formal service duties,  
34 bargaining unit members who demonstrate exceptional commitment to diversity, equity and inclusion  
35 at OSU will be eligible for a course release.

36 The Employer will grant twenty course releases to distribute at the beginning of each academic year to  
37 recognize exceptional service and work toward diversity, equity, and inclusion in the previous academic  
38 year to be awarded by the Faculty Senate Diversity Council. Bargaining unit members may be nominated  
39 by other faculty, academic unit heads, deans, students, or may be self-nominated. Decisions to award a  
40 course release will be based on the bargaining unit member's Annual Review from the previous

1 academic year as well as any letters of support included describing the bargaining unit member's work  
2 in support of diversity, equity, and inclusion.

3 Bargaining unit members receiving a course release will arrange with their academic unit head the term  
4 in which the course release will be taken.

5 Allocation of FTE for each responsibility should be based on the time assigned to that duty.

6

7 ~~Section 3.~~ To promote access to shared governance, acknowledge service work performed by bargaining  
8 unit members, and allow for fair evaluation in the promotion and/or tenure process, all bargaining unit  
9 members shall be allocated FTE for service to the university or profession. Expectations for service shall  
10 be described in the position description of each bargaining unit member.

11

12 ~~Section 4.~~ Position descriptions shall clearly identify expected contributions to equity, inclusion, and  
13 diversity.

14

15 ~~Section 8. Annual Reviews. Preamble.~~ Regular review of bargaining unit members improves the quality  
16 of the teaching, research, and service functions of Oregon State University and helps bargaining unit  
17 members achieve academic excellence. In addition, the review will benefit individual bargaining unit  
18 members by informing employment and compensation decisions and ensuring that they are regularly  
19 informed of their status. Such a review, ideally, will include input from colleagues and students from the  
20 bargaining unit member's own academic unit, colleagues and students from other appropriate academic  
21 units, and relevant stakeholders.

22 ~~Section 1. Reviews.~~ Procedures, policies, and criteria for performance reviews are developed and  
23 modified by each academic unit, with faculty input, and will be published on unit level websites and  
24 included as an addendum to the Faculty Handbook made available to the bargaining unit members in that  
25 unit. Bargaining unit members will be sent a link to the unit level policy at the bargaining of each new  
26 appointment.

27 All Fixed-term bargaining unit members will receive an annual performance review consistent with unit,  
28 college, campus, and university policies and procedures.

29 Tenure-track and tenured bargaining unit members will receive performance reviews consistent with unit,  
30 college, and university procedures.

31 ~~Section 2. Initiation of the Annual Review.~~ The initiation of the review is the responsibility of the  
32 supervisor, academic unit head, review committee chair, or the appropriate administrative officers. In  
33 each instance, the review shall include:

- 34 a. a written assessment of the bargaining unit member's progress in fulfilling the duties described  
35 in their position description;
- 36 b. the sources of information used as the basis for evaluation; and
- 37 c. an assessment as to whether the faculty bargaining unit member exceeded, met or failed to meet  
38 expectations for satisfactory performance exceeding, meeting or not meeting expectations.

39 The review shall be based only on materials that is appropriate to the bargaining unit member's position  
40 description and performance of assigned responsibilities.

1 The bargaining unit member must be provided the opportunity to read and initial the review and furnish  
2 written comments, explanations, and/or rebuttal materials. The review will be placed in the bargaining  
3 unit member's personnel record.

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

8 **Section 9. Promotion. Preamble.** The Parties recognize that promotion represents an acknowledgement  
9 of a bargaining unit member's professional growth, merit, and expertise in their field. Promotions ~~build~~  
10 ~~on the expectations of~~ recognize excellence, growth, and professional development of the bargaining unit  
11 member since the time of hire or since the time of previous promotion, whichever is most recent.  
12 Promotion of bargaining unit members will be conducted in a manner consistent with unit, college,  
13 campus and university policies and procedures, as may be amended by the faculty from time to time.

14 The Employer will inform bargaining unit members of the date of eligibility of a position for promotion  
15 and/or tenure in the Notice of Appointment. The granting of tenure and/or promotion is never automatic  
16 or routine, and is based on evaluation relative to the duties in the position description.

17 Supervisors will inform tenure-track bargaining unit members of their progress towards promotion and  
18 tenure using reviews or, if applicable, the Midterm Review. At the point a tenure-track bargaining unit  
19 member is evaluated, responsibility for promotion and/or tenure recommendations rests principally with  
20 the senior members of the faculty, academic unit heads, and academic deans. Final responsibility rests  
21 with the Provost and Executive Vice President.

22 In cases where a tenure-track bargaining unit member holds a joint or multiple appointments, they will  
23 be informed about the promotion and tenure process. If not expressly modified at the time of hire, a  
24 single academic unit serves as a bargaining unit member's tenure home even in cases of joint  
25 appointment. That unit coordinates and conducts the review as specified by university policy and time-  
26 of-hire documentation.

27 Any individuals involved in Promotion and Tenure review must ensure that their participation in no way  
28 undermines the objectivity of the evaluation process. A conflict of interest occurs and must be declared  
29 when the evaluating party could realize personal, financial, or professional, or other gain or loss as a result  
30 of the outcome of the promotion and tenure process, or when the objectivity of the evaluating party could  
31 be impaired by virtue of the relationship to the candidate.

32 **Section 11. Multi-Year or Extended Fixed-Term Appointments.** The Employer encourages the use of  
33 Extended or Multi-Year appointments for our most meritorious faculty on fixed-term academic  
34 appointments. The appointing unit will determine whether to offer extended or Multi-Year appointments  
35 to eligible bargaining unit members in a manner consistent with existing university policies. These  
36 determinations are made at the sole discretion of the unit head or designee.

37 **Section 12. Reductions in Force, Proposed Discontinuance of Programs or Departments.** In the event of  
38 discontinuance of a program or department, the University will treat the discontinuance as it would the  
39 elimination of a program or department, consistent with established university procedures.

40 **Section 13. Disputes.** Decisions of the University relating to appointment, reappointment, promotion,  
41 and the awarding of tenure will be made consistent with the University *Policies and Standards* and  
42 related OSU policies, as those documents may be amended from time to time. Assessment of

- 1 qualification, performance, and academic judgement are not subject to the Grievance and Arbitration
- 2 Articles of this Agreement.