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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 **the initial** hire or appointment, a
25 memorandum identifying how the promotion process will be handled will be provided to the bargaining
26 unit member.

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

29 ~~Tenure-track bargaining unit members will generally have an expectation of annual appointment until~~
30 ~~their tenure review is completed.~~ **Untenured bargaining unit members on the tenure track hold annual**
31 **appointments during the probationary period. These appointments are typically renewed prior to the**
32 **tenure review.** An unsuccessful tenure review will result in a terminal appointment of one academic year.

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

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

41 Bargaining unit members on fixed-term appointments **whose appointments are not paid from gifts,**
42 **grants, or contracts;** who have not achieved promotion; and are reappointed **for three consecutive terms**

1 each current academic year (excluding summer) in consecutive academic years will receive, at a minimum,
2 a renewal or non-renewal notice at least one month prior to the expiration of their appointment.

3 Bargaining unit members on fixed-term English as a Second Language (“ESL”) Instructor appointments
4 whose appointments are not paid from gifts, grants and contracts, who have not achieved promotion, and
5 who have been reappointed for three consecutive terms (including summer) will receive, at a minimum,
6 a renewal or non-renewal notice at least one month prior to the expiration of their appointment.

7 Decisions to non-renew fixed-term bargaining unit members who have not achieved promotion are at
8 the discretion of the Employer

9 **Section 6. Fixed-Term Appointments with Promotion. First Promotion:** Bargaining unit members on
10 fixed-term appointments who have achieved first promotion will receive a multi-year fixed-term
11 appointment of at least two years. These bargaining unit members will receive, at a minimum, a renewal
12 notice one month prior to the expiration of their appointment. These bargaining unit members, whose
13 appointments are not paid from gifts, grants or contracts, will receive, at a minimum, a non-renewal notice
14 four months prior to the expiration of their appointment. A renewal notice will provide an appointment
15 of at least the duration of the prior appointment.

16 ~~Second Promotion:~~ Bargaining unit members on fixed-term appointments who have achieved second
17 promotion will receive an extended fixed-term appointment of at least two years. These bargaining unit
18 members will receive, at a minimum, a renewal or non-renewal notice thirteen months prior to the
19 expiration of their appointment. A renewal notice will provide an appointment of at least the duration
20 of the prior appointment.

21 Adjustments to the duration of extended or multi-year fixed-term appointments may be made by mutual
22 agreement or when the bargaining unit member is demonstrably unavailable to fulfill the full term of the
23 appointment.

24 Decisions to non-renew fixed-term bargaining unit members who have achieved promotion are generally
25 may only be made for reasons of performance, re-organization/-redeployment of funds, or lack of funding,
26 as documented in the non-renewal request submitted to the Office of Human Resources Employee and
27 Labor Relations (ELR) unit. Upon written request, Once a decision to non-renew a bargaining unit member
28 on a fixed-term appointment who has achieved promotion has been made the bargaining unit member
29 will be provided a copy of will be provided the reason for the non-renewal request submitted to ELR, as
30 well as all supporting documents and/or information used by from the Provost or their designee, in
31 approving the request.

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

35 **Section 71. Position Descriptions.** Bargaining unit members will have a position description that reflects
36 the work responsibilities associated with their position. (See Letter of Agreement for applicability of this
37 Section.) The position description should be maintained on file in the bargaining unit member’s
38 academic unit. The purpose of the document is to establish expectations among the individual
39 bargaining unit member, their supervisor(s), and any other person or group asked to evaluate the
40 bargaining unit member's performance.

41 Revisions to the position description should be done in consultation with the bargaining unit
42 member.

1 ~~Section 2.~~ Bargaining unit members are engaged in a wide variety of activities, including teaching,
2 advising, research, scholarship and creativity, service, extension, librarianship, and other assignments.
3 The **expected percent** allocation of effort assigned to categories of activity **will be specified in the position**
4 **description. Percent allocation of effort will be understood as a general guide to a positions duties because**
5 **particular components of a bargaining unit member’s activities may vary from time to time.** ~~should be~~
6 ~~specified in the position description and based upon the time assigned to that duty over the appointment~~
7 ~~period.~~

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

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

15
16 **Section 18. Workload.** The professional responsibilities of bargaining unit members vary. ~~Workload for a~~
17 ~~bargaining unit member should be calculated and assigned in order to ensure that the faculty member is~~
18 ~~able to devote adequate time to all assigned job duties.~~

19
20 ~~Section 2. Teaching Workload.~~ Effective September 16, 2021, each academic unit, **department or college**
21 shall have guidelines determining teaching workload for bargaining unit members ~~consistent with this~~
22 ~~Agreement and Faculty Senate policy. These guidelines shall be made and reviewed with faculty input and~~
23 ~~annually reviewed in consultation with academic unit faculty. Guidelines will must minimally address~~
24 ~~standard course or credit loads for full and part-time faculty in tenure-track or fixed-term positions, as~~
25 ~~well as situations in which adjustments to the standard course or credit load are to be expected. The~~
26 ~~guidelines will must also include clear procedures by which bargaining unit members can address cases of~~
27 ~~excessive workload.~~

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

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

35 ~~Section 5. Reduction in Teaching for Bargaining Unit Members in the Tenure Track Classification Prior~~
36 ~~to Promotion and Tenure.~~ Prior to their fourth year in service, bargaining unit members in the tenure-
37 track classification will receive one course release or at least one course release per six courses scheduled
38 to be taught over that period, whichever is greater. The scheduling of these course releases will be made
39 in consultation between the bargaining unit member and the academic unit head.

40 ~~Section 6. Acknowledgment of Exceptional Service.~~ In recognition of the fact that faculty of color, women
41 faculty, and faculty from other underrepresented communities often perform substantial informal labor
42 (e.g. advising/mentoring students) above and beyond heavy formal service duties, bargaining unit

1 ~~members who demonstrate exceptional commitment to diversity, equity and inclusion at OSU will be~~
2 ~~eligible for a course release.~~

3 ~~The Employer will grant twenty course releases to distribute at the beginning of each academic year to~~
4 ~~recognize exceptional service and work toward diversity, equity, and inclusion in the previous academic~~
5 ~~year to be awarded by the Faculty Senate Diversity Council. Bargaining unit members may be nominated~~
6 ~~by other faculty, academic unit heads, deans, students, or may be self-nominated. Decisions to award a~~
7 ~~course release will be based on the bargaining unit member's Annual Review from the previous academic~~
8 ~~year as well as any letters of support included describing the bargaining unit member's work in support~~
9 ~~of diversity, equity, and inclusion.~~

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

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

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

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

26 ~~Tenure-track and tenured bargaining unit members will receive performance reviews consistent with unit,~~
27 ~~college, and university procedures.~~

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

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

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

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

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

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

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

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

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

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

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

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

37 **Section 13. Disputes.** Decisions of the University relating to appointment, reappointment, promotion,
38 and the awarding of tenure will be made consistent with the University *Policies and Standards* and
39 related OSU policies, as those documents may be amended from time to time. Assessment of
40 qualification, performance, and academic judgement are not subject to the Grievance and Arbitration
41 Articles of this Agreement.